INTRASTATE VOICE & DATA SERVICES TARIFF

ARIZONA

MCC TELEPHONY OF THE WEST, LLC
100 Crystal Run Road
Middletown, New York 10941
845-695-2600

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishings of intrastate voice and data communications services by MCC Telephony of the West, LLC, (hereinafter "Company") with principal offices at 100 Crystal Run Road, Middletown, New York 10941, This tariff applies to services furnished in the State of Arizona. This tariff is on file with the Arizona Corporation Commission ("Commission"), and copies can be inspected there and at Company's principal place of business, during normal business hours.

Issued: December 9, 2010

Effective: January 8, 2011

By: Mr. Calvin Craib
President
MCC Telephony of the West, LLC
100 Crystal Run Road
Middletown, New York 10941

APPROVED FOR FILING
DECISION # 71965

INTRASTATE VOICE & DATA SERVICES TARIFF

CHECK LIST

Tariff sheets are effective as of the date shown. Revised sheets as named below contain all changes from the original tariff that are in effect on the date thereof.

SHEET	REVISION		SHEET	REVISION		SHEET	REVISION	
1	Original	*	29	Original	*	57	Original	*
2	Original	*	30	Original	*	58	Original	*
3	Original	*	31	Original	*	59	Original	*
4	Original	*	32	Original	*	60	Original	*
5	Original	*	33	Original	*	61	Original	*
6	Original	*	34	Original	*	62	Original	*
7	Original	*	35	Original	*	63	Original	*
8	Original	*	36	Original	*	64	Original	*
9	Original	*	37	Original	*	65	Original	*
10	Original	*	38	Original	*	66	Original	*
11	Original	*	39	Original	*			
12	Original	*	40	Original	*			
13	Original	*	41	Original	*			
14	Original	*	42	Original	*			
15	Original	*	43	Original	*			
16	Original	*	44	Original	*			
17	Original	*	45	Original	*			
18	Original	*	46	Original	*			
19	Original	*	47	Original	*			
20	Original	*	48	Original	*			
21	Original	*	49	Original	*			
22	Original	*	50	Original	*			
23	Original	*	51	Original	*			
24	Original	*	52	Original	*			
25	Original	*	53	Original	*			
26	Original	*	54	Original	*			
27	Original	*	55	Original	*			
28	Original	*	56	Original	*			

By: Mr. Calvin Craib
President
MCC Telephony of the West, LLC
100 Crystal Run Road
Middletown, New York 10941

APPROVED FOR FILING
DECISION # 71965

INTRASTATE VOICE & DATA SERVICES TARIFF

TABLE OF CONTENTS

CHECK LIST 2

SYMBOLS 4

TARIFF FORMAT SHEET 5

INTRODUCTION 6

1. TECHNICAL TERMS AND ABBREVIATIONS 7

2. RULES AND REGULATIONS 12

3. DESCRIPTION OF SERVICES 37

By: Mr. Calvin Craib
President
MCC Telephony of the West, LLC
100 Crystal Run Road
Middletown, New York 10941

APPROVED FOR FILING
DECISION # 71965

INTRASTATE VOICE & DATA SERVICES TARIFF

SYMBOLS

Whenever tariff sheets are revised, changes will be identified by the following symbols:

(C) To signify changed regulation.

(D) To signify deleted or discontinued rate, regulation or condition.

(I) To signify a change resulting in an increase to a customer's bill.

(M) To signify material moved from or to another part of tariff with no change in text, rate, rule or condition.

(N) To signify new rate, regulation, condition or sheet.

(R) To signify a change resulting in a reduction to a customer's bill.

(T) To signify change in text but no change in rate, rule or condition.

By: Mr. Calvin Craib
President
MCC Telephony of the West, LLC
100 Crystal Run Road
Middletown, New York 10941

APPROVED FOR FILING
DECISION # 71965

INTRASTATE VOICE & DATA SERVICES TARIFF

TARIFF FORMAT SHEET

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, the page appears as a decimal. For example, a new page added between pages 34 and 35 would be 34.1.

B. Page Revision Numbers. Revision numbers also appear in the upper-right corner of the page. These numbers are used to determine the most current page version on file with the Arizona Corporation Commission. For example, the 4th revised Page 34 cancels the third revised Page 34. Because of deferrals, notice periods, etc., the most current page number on file with the Commission is not always the tariff page in effect. User should consult the check page for the page currently in effect.

C. Paragraph Numbering Sequence. There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level of coding.

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 List of Effective Pages. When a tariff filing is made with the Commission, an updated Check List of Effective Pages ("Check List") accompanies the tariff filing. The Check List lists the pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the Check List is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on the Check List if these are the only changes made to it (i.e., the format, etc.). User should refer to the latest Check List to find out if a particular page is the most current page on file with the Commission.

INTRASTATE VOICE & DATA SERVICES TARIFF

INTRODUCTION

This tariff ("Tariff") contains the regulations and rates applicable to the furnishing of voice and data services to Arizona customers by MCC Telephony of the West, LLC (hereinafter referred to as the "Company") between various locations in the State of Arizona. The Company may also offer its services under or otherwise require a subscriber agreement with additional terms not inconsistent with those herein.

The regulations governing the provision and use of services offered under this Tariff are set forth in Sections 2 and 5. Service descriptions and rates are set forth in Sections 3, 4 and 5, respectively.

By: Mr. Calvin Craib
President
MCC Telephony of the West, LLC
100 Crystal Run Road
Middletown, New York 10941

APPROVED FOR FILING
DECISION # 71965

INTRASTATE VOICE & DATA SERVICES TARIFF

1. TECHNICAL TERMS AND ABBREVIATIONS

1.1 Use of Terms

Capitalized terms defined in the Tariff have the meanings so defined. Other terms used in the Tariff, whether capitalized or not, have the meanings either ascribed to them in the Arizona Administrative Code provisions or (if not defined therein) their customary meanings as used in the telecommunications or information industry. Unless the context indicates otherwise, section and exhibit references, as well as the terms "hereunder", "herein", "hereto" or similar references, refer to this Tariff. Headings used in this Tariff are for reference purposes only, and are not to be deemed a part of this Tariff. Pronouns used in the Tariff are to be construed as masculine, feminine, or neuter, and both singular and plural, as the context may require, and the term "person" includes an individual, corporation, limited liability company, association, partnership, limited partnership, limited liability partnership, trust, and other organization. The term "affiliate" means any person controlling, controlled by, or under common control with another person and "control", for purposes of this definition, means the power to vote ten percent of more of the equity securities or comparable interests (or to manage the affairs) of the controlled person. The word "include" and derivations thereof are not to be construed as terms of limitation.

1.2 Definitions. Certain terms used throughout this Tariff are defined below.

Carrier
"Carrier" means a Local Exchange Carrier or other communications carrier authorized by the Commission or the FCC to provide communications service to the public.

Commission
"Commission" means the Arizona Corporation Commission.

Credit(s)
"Credit(s)" has the meaning set forth in Section 2.22 hereof.

Credit Allowances
"Credit Allowances" has the meaning set forth in Section 2.22 hereof.

APPROVED FOR FILING
DECISION # 71965

INTRASTATE VOICE & DATA SERVICES TARIFF

1. TECHNICAL TERMS AND ABBREVIATIONS (cont.)

1.2 Definitions (cont.)

Arizona Service Area
The Company's Arizona Service Area is the geographic area within which Company offers the services covered by this Tariff, subject to any and all additional limitations in this Tariff or applicable law or agreement with a Customer.

Customer
"Customer" means the person, firm, or other entity that, pursuant to a Service Order, orders Service(s) or is liable for charges under this Tariff. The person or entity in whose name service is rendered, as evidenced by the signature on the application or contract for that service, or by the receipt and/or payment of bills regularly issued in his name regardless of the identity of the actual user of the service.

FCC
"FCC" means the Federal Communications Commission.

Governmental Authority
"Governmental Authority" means any judicial, administrative, or other federal, state or municipal governmental authority (including the Commission and the FCC) having jurisdiction over the Company or over the provision of Services hereunder.

Holidays
"Holidays" mean all Company-specified holidays: New Year's Day (January 1), Memorial Day, Independence Day (July 4), Labor Day, Thanksgiving Day and Christmas Day (December 25).

Interruption
"Interruption" means the disruption of Service such that the Service becomes unusable by User.

Local Calling
"Local Calling" means a completed call between two or more customers that does not require a customer to pay a separate toll or where the Company is not required to pay any other carrier an access charge, or both depending on the context in which the term is used herein.

APPROVED FOR FILING
DECISION # 71965

1. TECHNICAL TERMS AND ABBREVIATIONS (cont.)

1.2 Definitions (cont.)

Mediacom Affiliate
"Mediacom Affiliate" refers to any one or more of Company's cable affiliates from whom the Company leases capacity and other facilities and services.

Monthly Recurring Charge (MRC)
The monthly charge to the Customer for the Service, facilities and equipment which continue for the agreed upon duration of the service.

Nonrecurring Charge (NRC)
A one-time charge made under certain conditions to recover all or a portion of the cost of providing Service(s) or features or installing facilities.

Other Providers
"Other Providers" means any Carriers or other service providers whose services or facilities are connected to, or used by, the Company in providing the Services.

Performance Failure
"Performance Failure" means any disruption, degradation, or failure of Service, including any Interruption (but excluding Scheduled Interruptions), any installation failure or delay, or any mistake, delay, omission, error or other defect in the Service or in the provision thereof.

Regulation(s)
"Regulation(s)" means any and all law(s), rule(s), regulation(s) (including those set forth in this Tariff), order(s), policy or policies, ruling(s), judgment(s), decree(s) or other determination(s) which are made by the Commission or any other Governmental Authority or which arise under any federal, state, or local statute, utility code, or ordinance, and which are applicable to the Services or to any provision of this Tariff.

Scheduled Interruption
"Scheduled Interruption" means an Interruption that has been scheduled by the Company in advance for maintenance, testing, or other administrative purposes.

1. TECHNICAL TERMS AND ABBREVIATIONS (cont.)

1.2 Definitions (cont.)

Service(s)
"Service(s)" means the Company's voice communication service(s) provided under this Tariff.

Service Commencement Date
"Service Commencement Date" means either (i) the date on which the Company notifies the Customer that the requested Service is available for use; (ii) in the event Customer lawfully refuses to accept such Service, the date of Customer's acceptance of such Service; or (iii) another, mutually agreed upon date.

Service Order
"Service Order" means, as applicable, (i) a contract between the Company and Customer; or (ii) a Company designated form used from time to time by Customer for purposes of ordering and accepting Services hereunder.

Termination (or to Terminate)
"Termination" (or to "Terminate") means discontinuance of (to discontinue) Services, either at Customer's request or by the Company.

User
"User" means a person who is authorized by the Customer to use Service under this Tariff.

THIS PAGE LEFT BLANK INTENTIONALLY.

By: Mr. Calvin Craib
President
MCC Telephony of the West, LLC
100 Crystal Run Road
Middletown, New York 10941

APPROVED FOR FILING
DECISION # 71965

2. RULES AND REGULATIONS

This Tariff addresses the provision of residential, small business and enterprise level voice and data services by the Company. The Services described in Section 3 and 5 of this Tariff may be provided to Customers by the Company through the use of its own facilities or those of its affiliates, or through interconnection with, resale of services from, or any other applicable agreement with any Other Provider(s).

2.1 Undertaking of the Company

2.1.1 Scope of Service. The Company's voice and data service herein is offered solely within Company's Arizona Service Area and, as applicable, solely where Company or Mediacom Affiliate facilities that are capable of digital transmission are available. The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to other cause beyond the Company's control.

2.1.2 Obligation to Provide Service. The Company shall exercise reasonable efforts to provide Services to Users pursuant to the terms and conditions of this Tariff. The Company shall exercise reasonable efforts to make such Services available for Users' use on either the installation date set forth in a Service Order (or, if no date is specified) as soon as practicable after execution of a Service Order, subject to Customer's compliance with Regulations. In addition to the Service Order, Customer shall also execute such other documents as the Company may reasonably require.

2.1.3 Conditions to Company's Obligations. The obligations of the Company to provide Services are subject to the following: (i) availability, procurement, construction, and maintenance of facilities required to meet the Service Order; (ii) authority of Company or a necessary affiliate to conduct business or construct facilities in the appropriate location to meet the service order; (iii) the provision of Services to the Company by an Other Provider; (iv) interconnection to Other Providers' services or facilities as required; and (v) Customer's full compliance with any Company application, Service Order, or agreement requirements or any applicable approval of the Customer's credit. When services and facilities are provided in part by the Company and in part by other companies, the regulations of the Company apply only to that portion of the services or facilities furnished by it.

APPROVED FOR FILING
DECISION # 71965

2. RULES AND REGULATIONS (cont.)

2.1 Undertaking of the Company (cont.)

2.1.4 Right to Discontinue or Block Services. The Company reserves the right to block Services to any User location without any liability whatsoever, for the following reasons: (a) to prevent or stop fraudulent or unlawful use of the Services at or by means of said location; (b) nonpayment of bill, subject to Company's compliance with Regulations; (c) any use that adversely affects the Company's network or others use of the network; or (d) failure to meet or maintain the Company's credit requirements.

2.2 Responsibility and Use

2.2.1 To obtain service Customer is required to comply in full with any application process reasonably established by Company. This may include, but is not limited to, the execution of a service order or customer agreement, submission of an advance payment in some or all circumstances, and submitting to a credit check or other verification of ability to pay for services. Refusal to comply with or complete any of these, or a credit check result which is not satisfactory in the sole discretion of the Company, may result in denial of service. Specifically, the Company may refuse Service to a potential Customer who has an outstanding past-due debt on any other prior or existing account with the Company or with any of its affiliates and who is unwilling to make acceptable arrangements for payment of that debt.

2.2.2 Customer or User may use services for any lawful purpose, twenty-four (24) hours per day, seven (7) days per week, subject to the terms, conditions, and limitations set forth herein and in any applicable Service Order. Customer is solely responsible for prevention of unauthorized, unlawful or fraudulent, use of or access to Services, which use or access is expressly prohibited. The Mediacom Voice Service is a single-line service, provided for use primarily for voice communications. The Mediacom Voice Service may not be used for business activities (whether for-profit or not-for-profit) that are based on use of a communications channel (for example, but not limited to, accessing a computer server, chat lines, telemarketing, call center services, directory assistance services, payphone services, medical transcription, facsimile broadcasting or dial-up information services.) The Customer agrees not to resell or redistribute (whether

APPROVED FOR FILING
DECISION # 71965

2. RULES AND REGULATIONS (cont.)

for a fee or otherwise) the Mediacom Phone Service or any portion thereof. Because such uses place an extraordinary burden on the network, and may impact the quality of service received by other Customers, Company reserves the right to request information or inspection upon suspicion of such uses, and Company may limit or deny service if it reasonably believes Customer is using Mediacom Voice Service for such commercial purposes. Failure to provide such information or permit inspection may be grounds for Termination or denial of service. Customer is responsible for any misuse, by any person, of Customer's account.

2.2.3 In using Services, Customer must comply with all applicable federal, state, local and international laws, regulations and other governmental requirements. Customer and any User may not use Service to directly or indirectly violate any such law, regulation or requirement, or violate the legal rights of another person, including but not limited to, laws concerning misappropriation of the funds or property of any person; violation of any person's privacy rights; threatening, harassing, or intimidating any person or creating any nuisance; libel; slander; infringement of any patent, copyright, trademark, trade name or trade secret or intellectual property; the transmission of any indecent, obscene, or otherwise unlawful content.

2.2.4 The Customer has no property right in the telephone number, in any other call number designation, or in any other addressing scheme associated with or used in connection with the Company's Services. The Company may change any such numbers, designation, or addressing scheme that are assigned to the Customer, whenever the Company, in its sole discretion, deems it necessary to do so in the conduct of its business, subject to any restrictions in state or federal law.

2.2.5 The Customer may only use Mediacom Voice Services at the service address provided to Company. Customer may not move a multimedia terminal adapter provided for use with the Company's Services to another location or otherwise use or attempt to use service under this Tariff from any other location except as expressly provided by Company.

2. RULES AND REGULATIONS (cont.)

2.2.6 The Customer shall be responsible for, unless otherwise specifically negotiated by the Customer and the Company:

(a) payment of all charges for services in accordance with this Tariff.

(b) reasonable care for the equipment of Company on the Customer's premises;

(c) without cost to Company, the power required to operate Company's equipment installed on the premises of the Customer;

(d) space, heating and cooling, conduit, electrical wiring and power outlets for safe operation of Company's equipment located on the premises of the Customer.

(e) access to the Customer's premises for tests and inspection of services and/or maintenance of Company's equipment at a time agreeable to both the Company and the Customer. No credit allowance will be made for the period during which the service may be interrupted for such purposes;

(f) damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company.

(g) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduits necessary for installation of facilities and equipment used to provide Services to the Customer from the property line to the location of the equipment space. Any and all 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;

2. RULES AND REGULATIONS (cont.)

(h) 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 prior to any construction or installation work;

(i) not creating, or allowing to be placed, any liens or other encumbrances on the Company's equipment or facilities.

2.2.7 The Customer is responsible for taking all necessary legal steps for interconnecting its Customer-provided terminal equipment or communications systems with Company Facilities.

2.2.8 The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection unless otherwise specifically negotiated by the Customer and the Company.

2.2.9 The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities.

2.3 Transmission

The Services are suitable for the transmission of voice, other addressing scheme, or other communications only to the limited extent set forth herein.

2. RULES AND REGULATIONS (cont.)

2.4 Equipment

2.4.1 Except as otherwise described within this tariff, the Company's Services are designed to be used with certain types of customer premise equipment (CPE), specifically multimedia terminal adapters, which will be available from the Company under separate agreement. Customer-provided CPE (including telephones, facsimile machines, and other terminal attachments) is solely the responsibility of the Customer and the Company has no responsibility whatsoever for the installation, operation, and maintenance of such CPE. The Customer is solely responsible for all costs of installing, maintaining or repairing customer-provided CPE, including responsibility for any damages caused to Company CPE or facilities.

2.4.2 Except as otherwise agreed to by Company and Customer, the Customer is responsible for ensuring that all attached customer-provided CPE conforms to the FCC's registration requirements set forth in Part 68 of the Code of Federal Regulations (as amended), and the Company may discontinue the provision of Services to any location where customer-provided CPE fails to conform to such regulations. 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 including the suspension of service.

2.4.3 The Customer will be responsible for payment of service charges at the Company's standard hourly rates in effect at the time for visits by any Company personnel, contractors, agents or personnel of Company Affiliates to the Customer's premises in response to any Service difficulty or trouble report determined to be caused, in whole or in part, by the use of any CPE, Services, facilities, or other equipment which is not provided by the Company.

2. RULES AND REGULATIONS (cont.)

2.4 Equipment (cont.)

2.4.4 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 or equipment installed by the Company, except upon written consent of the Company. The Company is not liable for damages, injury, or loss of service caused by actions in violation of this provision; should violation of this provision cause damage or loss to Company, Customer will be liable for such damage or loss.

2.4.5 Title to all facilities provided in conjunction with this Tariff remains with the Company, its Affiliates, or its vendors. Customer is responsible for ensuring that no liens or encumbrances are placed on such equipment or facilities. The Customer shall not have, nor shall it assert any right, title or interest in, any facilities and equipment provided by the Company hereunder. Equipment furnished by Company shall be returned to Company whenever requested, within a reasonable period following the request, in good order subject to normal wear and tear.

2.4.6 Proper installation of Services may require Company to access, modify, or disconnect the Network Interface Device (NID) installed by Customer's prior provider on the outside of Customer's building. Should Customer subsequently terminate service with the Company, Customer may incur charges from an Other Provider to reconnect or modify the NID. Company is not liable for any such charges incurred as a result of Company's need to access, modify, or disconnect the NID.

2. RULES AND REGULATIONS (cont.)

2.5 Customer Premises

Customer shall provide, without cost to Company, any necessary access, space, conduit, and electric power required to deliver Services at User's premises. The Customer shall arrange for the Company, or Other Providers as required, to have access to User's premises at all reasonable times for purposes of Service installation, Termination, maintenance, inspection and repair. Customer shall be solely responsible for any damage to or loss of Company equipment while on the premises of User, unless such damage is caused by the gross negligence or willful misconduct of the Company, its employees, subcontractors or agents. Customer shall keep said equipment and facilities free and clear of all liens and encumbrances whatsoever. Upon Termination, Customer shall permit the Company to remove all of its facilities and equipment from (and shall arrange for the Company to have access to) any and all User premises where they are located, which equipment and facilities are not to be deemed abandoned.

2.6 Non-Routine Maintenance and Installation

At the Customer's request, the Company may perform installation or maintenance on weekends or times other than during normal business hours; provided, however, Customer may be assessed reasonable, additional charges based on the Company's actual incurred labor, material or other costs for such non-routine installation or maintenance.

2.6.1 Extension of the Company's Facilities

Company agrees to provide Mediacom Voice Service as described in Section 3 to all addresses in the Company's service territory, as described elsewhere in this tariff, subject to the density requirements specified in this subsection except as otherwise limited in this Tariff. Whenever Company receives a request for Mediacom Voice Service from a potential Customer in an unserved area contiguous to Company's or Mediacom Affiliate's existing distribution facilities where there are at least ten (10) residences or ten (10) separately-owned business properties within 1320 cable-bearing strand feet (one-quarter cable mile) from the portion of Company or Mediacom Affiliate's trunk or distribution cable which is to be extended, Company shall extend system to provide service at no additional cost to the Customer other than the applicable installation charge provided in

2. RULES AND REGULATIONS (cont.)

Section 4. Extensions under this paragraph are available only where Company and any necessary affiliate have legal authority and the technical feasibility to construct facilities and provide services.

2.6.2 Customer Charges for Extensions of the Company's Facilities

If a potential Customer requests Mediacom Voice Service in a location where it is unavailable, Company, at its option, may provide such service if the Customer agrees to share in the capital cost of such construction. Specifically, Company shall contribute a capital amount equal to the construction cost per mile multiplied by a fraction, the numerator of which equals the actual number of residences or separately owned business properties within 1320 cable-bearing strand feet from the Company or Mediacom Affiliate's existing trunk or distribution cable, and whose denominator equals ten (10). Customer(s) who requests Mediacom Voice Service in the area served by the extension shall bear a pro rata portion of the remaining cost to extend. Company may require that payment of an enterprise Customer's capital contribution be paid in advance. Charges for new facilities construction are not in lieu of, and Customer remains responsible for, all customary installation charges as provided in Section 4. Extensions under this paragraph are available only where Company and any necessary affiliate have legal authority and the technical feasibility to construct facilities and provide services.

2.7 Interruption

The Company, without incurring any liability whatsoever, may make Scheduled Interruptions at any time (i) to ensure compliance by the Customer or User with Regulations (including the provisions of this Tariff); (ii) to ensure proper installation and operation of the Customer's and the Company's equipment and facilities; (iii) to prevent fraudulent use of or access to the Services; or (iv) to perform any other maintenance, testing or inspection reasonably required for the provision of Services hereunder. If a customer's service must be interrupted due to maintenance, the Company will notify the affected customer base via a website prescribed for scheduled outage messages, in advance, if possible.

2. RULES AND REGULATIONS (cont.)

2.8 Service Commencement and Acceptance

Billing for Services will commence as of the Service Commencement Date. The Company shall notify the Customer when Services ordered from a Service Order are ready for use. Customer may refuse to accept such Services only if such Services fail to substantially comply with the specifications (if any) therefore set forth in the Service Order or in this Tariff.

2.9 Service Order Cancellation

Except as otherwise set forth herein, Customers who cancel a Service Order prior to Service installation (including cancellation of special construction or Services provided on an individual case basis) will pay the Company's reasonably incurred, actual expenses associated with such cancellation. If a Service Order is cancelled less than one business day prior to scheduled initiation of service, Customer may experience loss of dial tone for which Company is not responsible.

2.10 Billing and Payments

The Company will follow the Commission-approved billing and collection procedures as provided in the Arizona Administrative Code ("AAC") R14-2-508(C).

2.10.1 The due date printed on the bill will be at least 21 days after the date of the postmark on the bill, if mailed, or the date of delivery as shown on the bill if delivered by other means. Customers may pay for service by check, draft or other negotiable instrument denominated in U.S. dollars acceptable to the company or in United States currency.

2.10.2 Except as otherwise provided in this Tariff, charges for Services will be billed to Customer on a monthly (30 day) basis or under such other terms as may be agreed to by the Company and the Customer in writing. All Monthly Recurring Charges are billed in advance and any Nonrecurring Charges are billed in arrears.

2.10.3 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 amount erroneously billed.

2. RULES AND REGULATIONS (cont.)

2.11 Late Payment Charge

A charge of up to seven dollars and fifty cents ($7.50) (maximum rate) will be applied to Customer's invoices for Services if (i) the previous month's invoice has not been paid in full by the billing date of the next invoice; and (ii) the balance due is greater than twenty dollars ($20.00). The amount of the Late Payment Charge will be indicated on the Customer's bill when rendered.

2.12 Deposits

The Company does not require customer deposits.

2.13 Return Check Charge

The Customer will be charged up to thirty-seven dollars and fifty cents ($37.50) (maximum rate) whenever the institution upon which it is drawn dishonors a check or draft presented for payment of Service.

2.14 Reconnection and Reconnection Fee

After the Company has Terminated the Services to a User for any reason allowed by this Tariff, the Company shall restore any Terminated Service upon Customer request and in accordance with Commission Regulation, including but not limited to the right of the Company to charge the Customer a reconnection fee of twenty dollars ($20.00) plus any applicable charges for a service trip, or the applicable statutory charge for reconnection of Service (if any), whichever is greater.

2.15 Taxes

The Customer is responsible for payment of any and all federal, state and local taxes or surcharges applicable to the Services, including any applicable municipal or rights-of-way fees, regulatory fees, charges or surcharges for regulatory mandates, excise taxes, sales taxes, and all other applicable fees and taxes unless otherwise exempted as a matter of law. All such taxes and surcharges will be billed by the Company as separate line items or categories on Customer's invoice and are not included in any rates set forth in this Tariff except as indicated in Section 4 for certain optional, transactionally-priced products or services.

APPROVED FOR FILING
DECISION # 71965

2. RULES AND REGULATIONS (cont.)

2.16 Discontinuation and Suspension

2.16.1 Notice. The notice of a pending disconnection shall be a written notice setting forth the reason for disconnection and the final date by which the account is to be settled or specific action taken. The notice shall contain the name of the person whose service is to be terminated and the telephone number where the service is being rendered. The final date shall be not less than five (5) days after the notice is rendered. The notice shall be considered rendered to the Customer when deposited in the U.S. mail with first-class postage prepaid or, if delivery is by other than U.S. mail, when delivered to the last-known address of the person responsible for payment for the Service. The notice will include a toll-free or collect number where a Company representative qualified to provide additional information about the disconnection can be reached.

2.16.2 Reasons for Refusal or Disconnection of Service.
Unless otherwise stated, the Customer will be provided notice of the pending disconnection and the rule violation that necessitates disconnection. The Customer will be provided five (5) days' written notice prior to discontinuance unless otherwise indicated. Service may be refused or disconnected as allowed by Commission Rule R.14-2-509 , and includes:

2.16.2.A Without notice in the event of a condition on the Customer's premises determined by the Company to be hazardous.

2.16.2.B Without notice in the event of the Customer's use in such a manner as to adversely affect the Company's equipment or the Company's service to others.

2.16.2.C Without notice in the event of tampering with equipment furnished and owned by the Company, of any unlawful, unauthorized or fraudulent use of or access to the Services, including violation of the provisions of this Tariff, a Service Order, or of any other Regulations by the Customer, by any User, or by any other person;

2. RULES AND REGULATIONS (cont.)

2.16 Discontinuation and Suspension

2.16.2 Reasons for Refusal or Disconnection of Service (cont.)

2.16.2.D Without notice in the event of unauthorized use.

2.16.2.E For violation of, or noncompliance with, the Company's rules on file with the Commission, the requirements of municipal ordinances, or law pertaining to the Service.

2.16.2.F For failure of the Customer or prospective Customer to furnish service equipment, permits, certificates, or rights-of-way specified to be furnished in the Company's rules filed with the Commission as conditions for obtaining Service, or for the withdrawal of that same equipment or the termination of those permissions or rights, or for the failure of the Customer or prospective customer to fulfill the contractual obligations imposed on the Customer as conditions of obtaining service by a contract filed with and subject to the regulatory authority of the Commission.

2.16.2.G For failure of the Customer to permit the Company reasonable access to its equipment and facilities.

2.16.2.H For nonpayment of bill for Commission-regulated services by the current Customer, provided that the Company has made a reasonable attempt to effect collection and:

(1) Has provided the Customer with five (5) days' prior written notice with respect to an unpaid bill (except that, consistent with Commission Rule R.14-2-509(F), disconnection may take place prior to the expiration of the five (5) day unpaid bill notice period if the Company determines from verifiable data that usage during the notice period is so abnormally high that a risk of irreparable revenue loss is created);

(2) In the event of a dispute concerning the bill, the Company may require the Customer to pay a sum of money equal to the amount of the undisputed portion of the bill. Following payment of the undisputed amount, efforts to resolve the complaint, using the

APPROVED FOR FILING
DECISION # 71965

2.16 Discontinuation and Suspension

2.16.2 Reasons for Refusal or Disconnection of Service (cont.)

2.16.2.H (cont.)

complaint procedures in this tariff, shall continue, and for not fewer than forty-five (45) days after the rendering of the disputed bill, the Service will not be disconnected for nonpayment of the disputed amount. The forty-five (45) days may be extended by up to sixty (60) days if requested of the Company by the Commission in the event the Customer files a written complaint with the Commission.

2.16.3 Medical Emergency. Notwithstanding any other provision of this Tariff, the Company will postpone (for a period set forth in the Commission's Regulations) the disconnection of Service to a residential User with a serious illness when the Customer produces a written statement from a physician, county board of health, hospital or clinic identifying the illness and its expected duration, and certifying that the User's illness would be aggravated by such disconnection.

2.16.4 Termination By Customer. Except as otherwise stated in an agreement between the Company and the Customer or as otherwise provided in this Tariff, the Customer may Terminate Service upon prior written notice or telephone call to the Company requesting that termination be scheduled.

2.17 Complaint Procedures

All bills are presumed accurate, and shall be binding on the Customer unless Company receives objection from the Customer within thirty (30) days after such bills are rendered. A Customer may initiate a complaint with the Company on any matter by telephone, in writing or in person at any of the Company's offices. The Company's response to the complaint will generally be in the same format used by the Customer. The Company will respond to the complaint consistent with Commission Rule R.14-2-510. The Customer may, at any point during the resolution of the complaint, seek review by a supervisor or manager. If the Customer is still not satisfied, Customer should document the complaint with sufficient detail to investigate the complaint and send the complaint to:

Customer Service Department
Attn: Mediacom Telephony
100 Crystal Run Road
Middletown, NY 10941

APPROVED FOR FILING
DECISION # 71965

2. RULES AND REGULATIONS (cont.)

2.17 Complaint Procedures (Cont.)

The Company shall further direct such supervisory personnel to inform any Customer who expresses nonacceptance of the decision of such supervisory personnel of their right to have the problem reviewed by the Commission and shall furnish them with the contact information as follows:

Arizona Corporation Commission
Consumer Services
1200 West Washington St.
Phoenix, AZ 85007

Telephone:
Within Metro Phoenix: 602-542-4251
Within Metro Tucson: 520-628-6550

Outside Metro Phoenix/Tucson areas, but within Arizona, call toll free:

1-800-222-7000 connects you to the Phoenix Office and
1-800-535-0148 connects you to the Tucson Office

http://www.cc.state.az.us/divisions/utilities/consumerservices.asp

In the event that a Customer seeks Commission review of the complaint, the Company will cooperate with subsequent proceedings consistent with Commission Rule R.14-2-510(c). In the case of a billing dispute which cannot be settled with mutual satisfaction, the undisputed portion and subsequent bills must be paid on a timely basis, or the service may be subject to disconnection.

2. RULES AND REGULATIONS (cont.)

2.18 Limitation of Liability

2.18.1 Except as caused by its willful misconduct or gross negligence, the Company's liability with respect to any action, claim, judgment, damages, demand, liability or expense (including reasonable attorney's fees) (i) brought or incurred by Customer, by any User, or by any other party in connection with the installation, cancellation, provision, preemption, termination, maintenance, repair or restoration of Service (including 911 Service, E911, Operator Services, Directory Assistance and Directory Listing Service); or (ii) arising from any Performance Failure, will in no event exceed an amount equal to the Service charges incurred by Customer for the month during which the Service was affected. Such amount will be in addition to any amounts that may otherwise be due Customer as Credits or Credit Allowances pursuant to the provisions of Section 2.22 hereof. Notice is provided by this tariff that the Service is not provided over an independently powered system; accordingly, service interruption due to loss of electrical power is not a Performance Failure under this subparagraph. Company shall have no liability for loss of use or any other damages caused by a failure of electric power. Except as caused by its willful misconduct or gross negligence, the Company shall not be liable for the loss of privacy of any account or billing information collected, obtained, stored, or provided upon request by a person asserting a right to obtain such information, or for any damages resulting from the release, loss, or theft of same.

2.18.2 In no event will the Company be liable for loss of profits (even if the Company has been advised of the possibility of such loss) or for any indirect, incidental, special, consequential, emotional, exemplary or punitive damages whatsoever arising, directly or indirectly, from or in connection with the provision of Services (including any 911 Service, E911, Operator Services, Directory Assistance and Directory Listing Service) provided hereunder.

2. RULES AND REGULATIONS (cont.)

2.18 Limitation of Liability (cont.)

2.18.3 Except as caused by its willful misconduct or gross negligence, the Company will not be liable for defacement of or damages to Users' premises or for any personal injury or death arising, directly or indirectly, from the furnishing of Services (including 911 Service, E911, Operator Services, Directory Assistance and Directory Listing Service), including the installation or removal of any facilities, equipment or wiring associated therewith. Except as otherwise agreed to by the Company, Customer is solely responsible for connecting any and all apparatus, equipment and associated wiring on Users' premises to the Services, and no other Carrier or third party engaged in such activity is to be deemed to be an agent or employee of the Company.

2.18.4 The Company is providing service without respect to the volume, quantity, content or value of signals transmitted over the service. The payments provided to the Company are based solely on the value of the service, and are unrelated to the nature, content, volume or value of any signals or communications transmitted over the service. The Company is not liable for losses which may occur in cases of malfunction or non-function of the service or the Company's facilities, even if due to the Company's negligence or failure of performance, except as expressly provided herein.

2.18.5 Any action or claim against the Company arising from any of its alleged acts or omissions in connection with this Tariff, will be deemed waived if not brought or made in writing within sixty (60) days from the date that the alleged act or omission occurred except as otherwise provided herein or as provided for under state law or Commission Rule.

2.18.6 In the event of a claim against the Company for failure to install service(s), the Company's liability for this alleged failure shall not exceed the sum of payments, if any, already made by the Customer to Company for the installation and provision of the specific service(s). Under these circumstances, the Customer shall be entitled to cancel the Service without liability.

2. RULES AND REGULATIONS (cont.)

2.18.7 The liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, errors, or defects in transmission during the course of furnishing service shall in no event exceed an amount proportionate to the recurring charge to the Customer for the service during the period when such mistakes, omissions interruptions, delays, errors, or defects in transmission occurred.

2.18.8 The Company shall not be liable for any claims for loss or damages involving:

(a) Breach in the privacy or security of communications transmitted over the Company's facilities;

(b) Changes in any of the facilities, 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 set forth in this Tariff.

(c) Any intentional, wrongful act of a Company employee when such act is not within the scope of the employee's responsibilities for the Company and/or is no authorized by the Company;

(d) Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this Tariff.

2.18.9 Any other provision of this Tariff notwithstanding, in no event will the Company's liability to a non-enterprise customer under this Tariff, including to the extent permitted by law its liability for willful misconduct or gross negligence, exceed the total amount of charges incurred by Customer for Services provided hereunder up to a maximum liability of One Thousand Dollars ($1,000) for non-enterprise services.

2. RULES AND REGULATIONS (cont.)

2.18.10 The remedy of the Customer with respect to the provision of service by the Company shall be limited to that expressly provided under this Tariff to the exclusion of any and all other remedies. No agreement varying or extending such warranties, the remedies expressly provided, or these limitations, will be binding upon the Company unless in writing and signed by the Company and the Customer.

2.19 Disclaimer

2.19.1 The Company will have no liability whatsoever to Customer, its employees, agents, subcontractors, or assignees, or to any other person for (i) damages arising out of any Other Providers' Performance Failure including disruption of electrical power which results in an inability to use the Service; (ii) any act or omission of any third party furnishing equipment, facilities or service to any User in connection with this Tariff or with the Services; or (iii) any other act or omission of any Other Provider, User or third party related to the use or provision of Services hereunder.

2.19.2 The Company does not guarantee or make any warranty with respect to any equipment provided by it where such equipment is used in locations containing an atmosphere which is explosive, prone to fire, dangerous or otherwise unsuitable for such equipment. The Customer indemnifies and holds Company harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, 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, presence, condition, locations or use of such equipment so used; provided however that the Customer shall not indemnify and hold Company harmless against any loss or injury caused solely by the affirmative negligent acts of Company.

2. RULES AND REGULATIONS (cont.)

2.19 Disclaimer (cont.)

THE COMPANY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE FOR OR IN CONNECTION WITH THE USE OR PROVISION OF SERVICES PROVIDED HEREUNDER.

2.20 Indemnification

The Customer shall defend, indemnify, and hold the Company (together with its officers, directors, employees, agents and sub-contractors) harmless from and against any and all actions, claims, judgments, damages, demands, liabilities, and expenses, including reasonable attorney's fees, ("Claims") resulting from any alleged cause including but not limited to: injury to or death of any person (including injury to or death of their employees) or from the loss of or damage to tangible real or tangible personal property or to the environment, to the extent that such injury, death, loss, damage or other alleged harm was proximately caused by (i) any act or omission on the part of the Customer, its agents, employees, subcontractors or assignees, in connection with use of the Services; or (ii) any of the circumstances described in Section 2.21 below. The Company will exercise reasonable efforts to notify the Customer promptly of written claims or demands for which the Customer is responsible hereunder. The Company and the Customer shall cooperate with one another (at their own expense) in the course of such indemnification, and the Customer will have the right to control such defense and the right to litigate, settle, appeal (provided it pays the cost of any required appeal bond), compromise or otherwise deal with any such Claim or resulting judgment, provided that such settlement, compromise or other resolution of said claim does not result in any liability whatsoever to the Company. The Company will have the right to assume its own defense and settlement of any Claim upon notice to Customer, whereupon Customer will be relieved of its indemnification obligations with respect to that Claim (but not with regard to any other Claim).

2. RULES AND REGULATIONS (cont.)

2.21 Unlawful Use of Services

The uses or activities in subparagraphs 1-5 below are considered unlawful uses of the Services, and Company may, upon good faith belief that any such uses are occurring from Customer's premises, on Customer's account, or by Customer or any User, suspend Customer's account without incurring any liability to Customer or User. Customer's defense and indemnification obligations set forth in Section 2.20 foregoing also include Claims arising from or in connection with:

2.21.1 libel, slander, harassment, or invasion of privacy resulting from the use of the Services by Customer, any User, or any other person;

2.21.2 infringement of any patent, copyright, trademark, trade name or trade secret or intellectual property right of any third party arising from: (i) the transmission of any material transmitted (a) by any Customer or User or (b) by any other person using the Services provided to any Customer or User or to any Customer or User location; or (ii) the combination of Customer's or any User's use of Services with CPE or provided by any other Customer or User facilities or services;

2.21.3 the transmission of any indecent, obscene, or otherwise unlawful content by the Customer or any User of the Services;

2.21.4 use of the Services that interferes with, endangers or adversely affects the operations of the Company's network or Service, provided by the Company to any other person; and

2.21.5 any unauthorized, unlawful, or fraudulent use of or access to the Services provided to Customer or any User.

2. RULES AND REGULATIONS (cont.)

2.22 Credits and Credit Allowances

The Company follows credits and credit allowances procedures consistent with the Commission's rules, and highlights the following provisions:

2.22.1 Credits to the Customer's recurring charges, if any, for service which is Interrupted (other than by a Scheduled Interruption) and remains out of service for more than twenty-four (24) consecutive hours after being reported to the Company or being found by the Company to be out of order, whichever occurs first, will be applied to Customer's account with the Company, provided the Interruptions are not due to (i) the negligence or willful misconduct of a User, its employees, subcontractors, or agents; (ii) a malfunction of subscriber-owned equipment; (iii) disasters, Acts of God or other *force majeure* conditions (see §2.26); or (iv) the inability of the Company to gain access to the subscriber's premises for the purpose of investigating and correcting the interruption. Such Credits are to be calculated by multiplying the monthly recurring rate (if any) for the affected Service by the ratio that the number of hours beyond twenty-four (24) that the Interruption bears to 730 hours. (For the purpose of this computation, each month is deemed to have 730 hours.) An Interruption is measured from the time the Company detects, or the Customer notifies the Company of, its occurrence until such time as the Interruption is cured. Credits will not be issued for (1) interruptions of service during a period in which the Customer continues to use the service on an impaired basis; (2) interruption of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements; and (3) interruption of service during a time period in which the Company provides a satisfactory replacement service. Each Interruption is to be considered separately for the purposes of this calculation and is rounded to the nearest hour.

2.22.2 Except as otherwise set forth herein, Customer's sole and exclusive remedy for any and all Performance Failures which consist of or give rise to Interruptions are Credits or Credit Allowances to the extent available under this Section 2.22; for any other Performance Failures or in the event Credits or Credit Allowances are unavailable (due to the fact, for example, that the Customer does not incur any fixed monthly charges), Customer's sole and exclusive remedy in lieu of said Credits or Credit Allowances will be an immediate right to Terminate Services.

2. RULES AND REGULATIONS (cont.)

2.23 Establishing Credit

The Company, in order to assure the payment of its charges for service, may require applicants and customers to establish and maintain credit. If the Company requires an applicant to establish and maintain credit, the Company will do so consistent with Commission requirements.

2.24 Access to Telephone Relay Service

Where required by Regulation, the Company will participate in telephone relay services, and will comply with all regulations and requirements related thereto.

2.25 Compliance

The Company and Customer shall (and Customer shall cause any Users to) comply with all applicable state regulations.

2.26 Force Majeure

The Company is excused from its obligations hereunder (and from any Performance Failure in connection therewith) to the extent any alleged deficiency of performance is caused, directly or indirectly, by events beyond its reasonable control, including any and all Acts of God, fire, floods, hurricanes, other catastrophes; insurrections, national emergencies, terrorism, wars, strikes, work stoppages or other labor disputes, unavailability of rights-of-way, loss of other utility service or power supply to the User's premises or any portion of the Company's facilities, disconnection or unavailability of any Other Provider's facilities, capacity or services, acts of third parties which are (i) unrelated to Company or (ii) related to Company but acting beyond their scope of employment or agency, computer virus, hacking or other outside disruption, and any Regulation or other directive, action or request of any Governmental Authority having appropriate jurisdiction over the Company.

2. RULES AND REGULATIONS (cont.)

2.27 Cooperation

Customer shall cooperate with the Company to the extent necessary for the Company to discharge its obligations hereunder and as reasonably requested by the Company.

2.28 Governing Law

This Tariff is to be governed by and construed in accordance with the rules and orders of the Arizona Corporation Commission, the laws of the State of Arizona, and any applicable federal law(s).

2.29 Assignment

The Company may, in accordance with Regulations, assign its rights or delegate its obligations under this Tariff to any affiliate or successor in interest. Customer may not assign its rights or delegate its obligations under this Tariff (or under any Service Order) to any other person without the Company's prior written consent.

2.30 No Third Party Beneficiary

This Tariff does not create a beneficial interest for, or create any rights enforceable by, any persons (including, but not limited to, any user, other provider, vendor, etc.) other than Company or Customer.

2.31 Other Documents

References to other documents or instruments (including the Commission's rules, Company Service Orders, Acceptable Use Policies, etc.) refer to such documents or instruments as amended from time to time.

2.32 Severability

The provisions in this tariff are severable and, in the event any court or regulatory body finds any provision or provisions invalid, all other provisions remain in effect.

3. DESCRIPTION OF SERVICES : MEDIACOM VOICE SERVICE

3.0 Mediacom Basic Local Service

3.0.1 Mediacom Basic Local Service (Residential) consists of (i) a single, voice grade line; (ii) a telephone number; (iii) local calling within the local calling area; (iv) a white page directory listing; (v) 911 Service or, where available, E911 Service; (vi) access to Operator Services, Directory Assistance, Telephone Relay Service; (v), access to the interexchange carrier selected by the Customer for interLATA, interstate or international calling; Dial Around capabilities; (vi) Toll Free 8XX, 900/976 calling, and Credit Card Calling Services. Recurring and Nonrecurring Charges for Mediacom Residential Voice Services are specified in Section 4.3. Availability of particular Services and features, whether part of the basic service or optional or part of a promotion, are provided where facilities, equipment, and technology permit. The Company's Services are not supported by an in-home back-up power source, and if electrical power and/or the cable modem service provided by the Mediacom Affiliate are not operating, the Services, including the ability to access emergency 911 services, will not be available.

3.0.2 Mediacom Basic Local Service (Business) consists of (i) a single, voice grade line; (ii) a telephone number; (iii) local calling within the local calling area; (iv) a white page directory listing; (v) 911 Service or, where available, E911 Service; (vi) access to Operator Services, Directory Assistance, Telephone Relay Service; (v), access to the interexchange carrier selected by the Customer for interLATA, interstate or international calling; Dial Around capabilities; (vi) Toll Free 8XX, 900/976 calling, and Credit Card Calling Services. Recurring and Nonrecurring Charges for Mediacom Business Voice Services are specified in Section 4.4. Availability of particular Services and features, whether part of the basic service or optional or part of a promotion, are provided where facilities, equipment, and technology permit. The Company's Services are not supported by an in-home back-up power source, and if electrical power and/or the cable modem service provided by the Mediacom Affiliate are not operating, the Services, including the ability to access emergency 911 services, will not be available.

INTRASTATE VOICE & DATA SERVICES TARIFF

3. DESCRIPTION OF SERVICES : MEDIACOM VOICE SERVICE

3.1 Mediacom Feature-Rich Residential Voice Service.

Mediacom Feature-Rich Residential Voice Service Package consists of (i) a single, voice grade line; (ii) a telephone number ; (iii) local calling; (iv) the bundled features described in section 3.3 of this Tariff; (v) long distance calling under the North American Dialing Plan; (vi) a White Page Directory Listing Service; (vii) 911 Service or, where available, E911 Service; and (viii) access to OS, DA, TRS, Dial Around, Toll Free 8XX, 900/976, and Credit Card Calling Services. Recurring and Nonrecurring Charges for Mediacom Residential Voice Services are specified in Section 4.3. Availability of particular Services and features, whether part of the bundle or optional or part of a promotion, are provided where facilities, equipment, and technology permit. The Company's Services are not supported by an in-home back-up power source, and if electrical power and/or the cable modem service provided by the Mediacom Affiliate are not operating, the Services, including the ability to access emergency 911 services, will not be available. Access to caller-paid services may, at Company's option, be provided only to Customers who request such access.

3.2 Mediacom Feature-Rich Business Voice Service Package.

Mediacom Feature-Rich Business Voice Service Package consists of: (i) a single, voice grade line with an option for multiple voice lines; (ii) a telephone number with an option for multiple telephone numbers; (iii) local calling; (iv) the bundled features described in section 3.3 of this Tariff; (v) long distance calling under the North American Dialing Plan; (vi) a White Page Directory Listing Service, and, at the Customer's request Enhanced Business White Pages and Yellowpages Directory Listings; (vii) 911 Service or, where available, E911 Service; (viii) access to OS, DA, TRS, Dial Around, Toll Free 8XX, 900/976, and Credit Card Calling Services; and (ix) Mediacom Basic Voice Mail (described in section 3.5.1 of this Tariff). Recurring and nonrecurring Charges for Mediacom Business Voice Services are specified in Section 4.4. Availability of particular Services and features, whether part of the bundle or optional or part of a promotion, are provided where facilities, equipment, and technology permit. The Company's Services are not supported by a back-up power source, and if electrical power and/or the cable modem service provided by the Mediacom Affiliate are not operating, the Services, including the ability to access emergency 911 services, will not be available. Access to caller-paid services may, at Company's option, be provided only to Customers who request such access.

APPROVED FOR FILING
DECISION # 71965

3. DESCRIPTION OF SERVICES : MEDIACOM VOICE SERVICE (cont.)

3.3 Bundled Features. Both Mediacom Feature-Rich Residential Voice Service and Mediacom Feature-Rich Business Voice Service include the following features where technically feasible:

Anonymous Call Rejection (* 77)
Anonymous Call Rejection is a service that allows a User to automatically stop certain calls from ringing Customer's phone.

Billed Number Screening (3rd Party/Collect Block)
If activated, Billed Number Screening blocks collect calls and/or third party billed calls to the User's telephone number. Callers are informed that such billing is unauthorized by the User and that another form of billing is required.

Call Forwarding (* 72)
Call Forwarding allows the User to direct incoming calls to the Customer's telephone number to be routed to a User-defined telephone number.

Call Waiting
Call Waiting is a service that audibly notifies with a special tone that a second caller is trying to reach the User.

Caller ID (name and number)
Caller ID name and number shows who is calling before the call is answered. The User's phone displays the name and telephone number of the User's incoming call. Caller ID compatible display screen or other compatible hardware required.

Caller ID for Call Waiting
Call Waiting ID works just like Caller ID name and number, but while a User are already on the phone.

Caller ID Per Call Blocking (*67)
Caller ID Per Call Blocking allows the user to block their Caller ID information from being transmitted to the called party.

Cancel Call Waiting (*70)
Cancel Call Waiting is a feature that allows the User to cancel the Call Waiting feature.

APPROVED FOR FILING
DECISION # 71965

INTRASTATE VOICE & DATA SERVICES TARIFF

3. DESCRIPTION OF SERVICES : MEDIACOM VOICE SERVICE (cont.)

Repeat Dial (* 66)
Repeat Dial is a feature that will automatically check a busy number and, when the line is free, it will ring the Customer back and complete the call.

Return Call (* 69)
Return Call is a feature that will automatically redial the number of the last person who called the Customer's number.

Speed Dialing 8
Speed Dialing 8 is a service that shortens up to eight (8) frequently called phone numbers to a single digit.

Three Way Calling
Three Way Calling is a service that permits a three-way conference call.

Call Forwarding Busy Line
Call Forward Busy Line redirects incoming calls to a previously established number only when your line is in use.

Customer Originated Trace (*57)
Customer Originated Trace is a feature that allows the User to originate a trace. If the trace is successful, the results of the trace will be recorded by the Company and will be released to the appropriate law enforcement agency, provided the Customer has executed the proper authorization.

900/976 Call Blocking
900/976 Call Blocking will prevent 900/976 calls (pay calls) from being placed from the Customer's phone.

International Call Blocking
International Call Blocking will prevent International calls from being placed from the Customer's phone.

These services are not priced or offered separately. Additional features may be added as described in 3.4.

INTRASTATE VOICE & DATA SERVICES TARIFF

3. DESCRIPTION OF SERVICES : MEDIACOM VOICE SERVICE (cont.)

3.4 Optional Features and Services. Optional Features and Services are not included in Mediacom Voice Service but may be added to the Mediacom Voice Service by the Customer at rates specified in Section 4. These may only be obtained in conjunction with the purchase of Mediacom Voice Service.

3.4.1 International Calling. International Calling is a service that allows the User to make calls to locations outside the United States, Canada, Puerto Rico and the U.S. Virgin Islands.

3.4.2 Additional Outlet Installation Additional Outlet Installation is a service that allows the Customer to have additional telephone outlets installed in their location.

3.4.3 Operator Services and Directory Assistance. Operator Services and Directory Assistance are services that allow Users to place various types of Operator Assisted calls.

3.4.3.A Operator Services ("OS"): "Dial Zero" operator services:

Third Number Billed Calling: inbound and outbound operator assisted calling, in which the calling party identifies a third telephone number against which the call charges will be billed. The operator will validate that the owner of the third number agrees to pay for the call prior to the call being completed.

Collect Calling: Customer will have the ability to originate an outbound collect call. Customer will be able to accept an inbound collect call.

Person to Person: operator assisted calling, in which the calling party identifies by name the specific person that wish to speak with and the operator will get that specific person on the call prior to the call being completed.

3.4.3.B Directory Assistance ("DA"): Operator provided directory assistance look up of a listed phone number.

3. DESCRIPTION OF SERVICES : MEDIACOM VOICE SERVICE (cont.)

3.4.3.C Directory Assistance Call Complete ("DACC"): Operator provided directory assistance look up and call completion.

3.5 Voice Mail.

3.5.1 Mediacom Basic Voice Mail. Mediacom Basic Voice Mail allows a User to receive, store, edit and forward messages.

3.5.2 Mediacom Enhanced Voicemail (available only to Mediacom Business Voice Service and Mediacom Local Only Phone customers). Mediacom Enhanced Voicemail includes the following features:

- Auto Attendant
- Announce Only
- Autoplay Voice Messages
- Autoplay/Passcode Skip
- Telephone User Interface (TUI)
- Web User Interface (WUI)
- Available Languages
- Broadcast Messaging (Subscriber)
- Caller Announce
- Call Blast
- Caller Screening
- Caller Zero Out
- Change Passcode
- Conditional Greetings
- Create and Use Extension Mailboxes
- Dial-out from Voicemail
- Direct Calls to a Temporary Call Forwarding Number
- Distribution Lists
- Email Notification
- Email Notification W/Attachment
- Extended Absence Greeting
- Find Me/Follow Me
- IVR – Company Directory
- Listen to Voice Messages & Message Envelopes

3. DESCRIPTION OF SERVICES : MEDIACOM VOICE SERVICE (cont.)

- Message Forwarding
- Message Waiting Indication
- Multiple Greetings
- Multiple Screening
- Out dial Capability
- Participate In New User Tutorial
- Play Comments Attached To Messages
- Receive Messages Marked Urgent Or Private
- Reply to Voice Messages
- Sort Messages By Priority, Date Or Sender
- Zero Out To Number

3.5.3 Mediacom Advanced Voicemail (available only to Mediacom Feature-Rich Business Voice Service and Mediacom Basic Local Service (Business) customers). Mediacom Advanced Voicemail includes the following features:

- Announce Only
- Autoplay Voice Messages
- Autoplay/Passcode Skip
- Telephone User Interface (TUI)
- Web User Interface (WUI)
- Available Languages
- Broadcast Messaging (Subscriber)
- Caller Announce
- Call Blast
- Caller Screening
- Caller Zero Out
- Change Passcode
- Conditional Greetings
- Create and Use Extension Mailboxes
- Dial-out from Voicemail
- Direct Calls to a Temporary Call Forwarding Number
- Distribution Lists
- Email Notification
- Email Notification W/Attachment
- Extended Absence Greeting
- Extension Mailboxes (9 Per Line)

APPROVED FOR FILING
DECISION # 71965

3. DESCRIPTION OF SERVICES : MEDIACOM VOICE SERVICE (cont.)

- Find Me/Follow Me
- IVR – Company Directory
- Listen to Voice Messages & Message Envelopes
- Message Forwarding
- Message Waiting Indication
- Multiple Greetings
- Multiple Screening
- Out dial Capability
- Participate In New User Tutorial
- Play Comments Attached To Messages
- Receive Messages Marked Urgent Or Private
- Reply to Voice Messages
- Sort Messages By Priority, Date Or Sender
- Zero Out To Number

3.6 Directory Listing Service.

3.6.1 Single Listing. The Company will provide each residential Customer a single directory listing consisting of the Customer's name, Customer's street address and Customer's telephone number which is designated as the Customer's main billing number, in the "White Pages" telephone directory published by the dominant exchange service provider in the Customer's exchange area.

3.6.2 Length Limitations. The Company may limit the length of any listing in the directory by the use of abbreviations when, in its sole discretion, the clarity of the listing or the identification of the Customer is not impaired thereby.

3.6.3 Rejected Listings. The Company may, in its sole discretion, refuse a listing (i) that does not constitute Customer's legally authorized or adopted name; (ii) that contains obscenities in the name; (iii) that is likely to mislead or deceive calling persons as to the identity of the listed party; (iv) that is a contrived name used for advertising purposes or used to secure a preferential position in the directory; or (v) that is more elaborate than reasonably necessary to identify the listed party. The Company will notify Customer prior to withdrawing any listing that is found to be in violation of this subpart.

APPROVED FOR FILING
DECISION # 71965

3. DESCRIPTION OF SERVICES : MEDIACOM VOICE SERVICE (cont.)

3.6.4 Timely Listing Information. In order for listings to appear in a directory, a Customer must timely furnish the listing information to the Company sufficient, as determined in the Company's sole reasonable discretion, to meet the directory publishing schedule.

3.6.5 Nonlisted Service. At the request of the Customer and for an additional MRC and NRC, any one or all of the Customer's listings normally published in the alphabetical directory will be omitted from the directory but listed in the information records available to the general public.

3.6.6 Non-Published Service. At the request of the Customer and for an additional MRC and NRC, any one or all of the Customer's listings normally published in the alphabetical directory will be omitted from the directory. In addition, the numbers of Non-Published Service are not listed in the telephone directory or in the information records available to the general public. Non-Published information may be released to emergency service providers, or as required to comply with any ruling or order of any judicial or regulatory body with jurisdiction over Company or the services herein.

3.6.7 Enhanced Business Whitepages and Yellowpages Directory Listings. Enhanced Business Whitepages and Yellowpages Directory listings will be provided upon the Customer's request to those Customers with at least one Mediacom Business Voice Service line. The Enhanced Business Whitepages and Yellowpages Directory listings include:

- Local Main Listing
- Straight Line Under main listing
- Caption Main Listing

By: Mr. Calvin Craib
President
MCC Telephony of the West, LLC
100 Crystal Run Road
Middletown, New York 10941

APPROVED FOR FILING
DECISION # 71965

INTRASTATE VOICE & DATA SERVICES TARIFF

3. DESCRIPTION OF SERVICES : MEDIACOM VOICE SERVICE (cont.)

3.7 911 Emergency Service ("911 Service")

3.7.1 911 Service permits Customers to reach a Public Safety Answering Point (PSAP) by dialing the three digits 9-1-1. The 911 Service is offered solely as an aid in handling assistance calls in connection with fire, police, medical and other emergencies.

3.7.2 The Company undertakes no responsibility to inspect or to monitor 911 Service facilities to discover errors, defects, or malfunctions in 911 Service. Mediacom Voice Service, including 911 Service, may not be available in the event of a power outage at the Customer's location or within the Company's system. Company is not liable for the inability to use 911 Service due to power outage.

3.7.3 In areas where Enhanced 911 service is available, upon the Company's transmittal of a Customer's 911 service record (Automatic Location Identifier (ALI), and Automatic Number Identifier (ANI)), including the Customer's name, address and telephone number, to the appropriate public safety agency (or other entity consistent with state regulation), the Company will have no further responsibility for the accuracy of the Customer's street name, address, telephone number, appropriate police, fire, ambulance or other agencies' jurisdiction over such address, as well as any and all changes as they occur in the establishment of new streets, the closing or abandonment of existing streets, the modification of municipal or county boundaries, the incorporation of new cities or any other similar matter that may affect the routing of 911 Service calls to the proper PSAP.

3.7.4 By dialing 9-1-1, the Customer, to the fullest extent permitted by law, waives all privacy rights afforded by non-listed and non-published Service to the extent that the Customer's telephone number, name, and address associated with the originating station location are furnished to the PSAP. Company, to the extent permitted by law, has no responsibility or liability whatsoever for any infringement or invasion of any privacy right of any person caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, or use of 911 Service.

INTRASTATE VOICE & DATA SERVICES TARIFF

3. DESCRIPTION OF SERVICES : MEDIACOM VOICE SERVICE (cont.)

3.7 911 Emergency Service ("911 Service") (cont.)

3.7.5 Mediacom provides the appropriate entities with the Customer's 911 Service record based on the service address of record for Mediacom Voice Service. When the Customer dials 9-1-1, the cable Internet access device at the Customer's premises sends a unique Internet Protocol address, which then is matched to the Customer's service address. By using Mediacom Voice Service, the Customer agrees that Customer will not use the service, through any means, at a location other than the service address. Use at a location other than the service address is not supported by the Company, is not an acceptable use and may result in inaccurate 911 Service information being provided to a PSAP. Company is not responsible for any such inaccurate information or any damages caused by the inaccuracy of such information.

3.7.6 Customer's defense and indemnification obligations under Section 2.20 shall apply to any Claim arising from or in connection with the use of 911 Service.

3.8 Telecommunications Relay Service (TRS)

TRS enables deaf, hard-of-hearing or speech-impaired persons who rely upon a Text Telephone (TT) or similar device to communicate freely with others not requiring the use of such equipment and vice versa. With this service, a Customer will be able to access the state provider(s) to complete such calls.

3.9 Reserved for Future Use.

3. DESCRIPTION OF SERVICES : MEDIACOM VOICE SERVICE (cont.)

3.10 Reserved for Future Use.

3.11 Limitations on Service

Mediacom Voice Service shall be provided in those locations consistent with the Company's Certificate granted by the Arizona Corporation Commission except as further limited by this or any other paragraph within this Tariff. Within such territory, Company will provide services to those locations adjacent to pre-existing distribution plant of Company or a Mediacom affiliate or within reasonable distance thereof subject to the Extension Policy in section 2.6.1 and 2.6.2 of this Tariff and the legal authority of Company and any necessary affiliates to provide service and establish facilities. To obtain Mediacom Voice Service, a customer must have a suitable multimedia terminal adapter, which will be provided by Company by separate agreement. Company does not warrant that service will work with Customer-provided equipment. Further, Company does not guarantee or support the use of or compatibility of Mediacom Voice Service in conjunction with the use of any data over voice line application (e.g., generic dial-up services, AOL, TiVo, facsimile transmission, home security system). Customer may use Mediacom Voice Service only at the location provided as the service address. Customer is advised that Mediacom Voice Service is not provided over a powered network and Services may therefore not be available in the event that electric power to Customer's location is interrupted or unavailable. Company is not liable for damages or losses caused by a Customer's inability to use Company's service, including 911 service, during an interruption of electric power to Customer's location or any portion of Company's network or the network of any other provider necessary to complete Customer's calls. The limitations in this paragraph are not exclusive and are in addition to or in summary of, but not in lieu of, any other limitations elsewhere in this Tariff.

INTRASTATE VOICE & DATA SERVICES TARIFF

4. RATES: MEDIACOM VOICE SERVICES

The rates in this section apply to the residential and small business voice and data services described in section 3 of this tariff.

4.1 Mediacom Residential Voice Service Rates

	Maximum Rate
4.1.1 Mediacom Voice Service Monthly Charges	
(A) MediaCom Basic Local Service	$21.95
(B) MediaCom Feature-Rich Voice Service	$55.95
4.1.2 Non-Recurring Charges	
Customer Installation Charge	$ 45.95
Processing/Application Fee	$ 21.00
Directory Listing:	
(A) Non-Listed Telephone Number Service	$ 21.00
(B) Non-Published Telephone Number Service	$ 21.00
Change of Telephone Number	$ 21.00
Change of Directory Listing	$ 15.00
Change of Inter Exchange Carrier (IXC) PIC	$ 7.50
Change of Regional Toll Carrier PIC	$ 7.50

INTRASTATE VOICE & DATA SERVICES TARIFF

4. RATES: MEDIACOM VOICE SERVICES (cont.)

4.1 Mediacom Residential Voice Service Rates (cont.)

4.1.2 Non-Recurring Charges (cont.)

		Maximum Rate
Temporary Suspension – Customer Request		$ 33.00
Transfer Fee		$ 27.50
Restore Fee		$ 27.50
Return Check Fee	up to	$ 37.50
Late Fee	up to	$ 7.50

Other Non-Recurring Charges:

Custom Intercept Services:		
(A)	Direct Cut through	$13 .00
(B)	Cut through with referral	$ 13.50

4.1.3 Monthly Recurring Charges

Directory Listing		
(A)	Non-Listed Telephone Number Service	$ 4.95
(B)	Non-Published Telephone Number Service	$ 7.50

Mediacom Basic Voice Mail.	$ 6.95

APPROVED FOR FILING
DECISION # 71965

4. RATES: MEDIACOM VOICE SERVICES (cont.)

4.3 Mediacom Residential Voice Service Rates (cont.)

4.1.4 Per Use Non-Recurring Charges

	Operator Services:	Maximum Rate
(A)	Operator Station-to-Station (consumer dialed 0+)	$ 5.95
(B)	Operator Station-to-Station (operator dialed 0-)	$ 5.95
(C)	Person-to-Person (consumer dialed 0+)	$ 8.35
(D)	Person-to-Person (operator dialed 0-)	$ 8.35
(E)	Busy Line Verify	$ 9.15
(F)	Busy Line Verify and Interrupt	$ 9.15
(G)	Agent Handling Fee (Live agent bill payment processing)	$ 7.50
	Directory Assistance (DA):	
(H)	Customer Dialed DA	$ 2.95
(I)	Operator Dialed DA	$ 3.75
(J)	DA Call Completion – Additional Charge	$ 1.75

INTRASTATE VOICE & DATA SERVICES TARIFF

4. RATES: MEDIACOM VOICE SERVICES (cont.)

4.2 Mediacom Business Voice Service Rates

4.2.1 Mediacom Business Voice Service Monthly Charges.		Maximum Rate
(A)	Mediacom Basic Local Service	$35.95
(B)	Mediacom Feature-Rich Business Voice Service	$67.95
(C)	Addition of North American Dialing Plan to Mediacom Local Only Phone.	$24.95
(D)	Addition of Mediacom bundled feature pack (consisting of the features listed in section 3.3 of this Tariff) to Mediacom Basic Local Phone Service.	$19.95
(E)	Mediacom Enhanced Voicemail	$ 13.95
(F)	Advanced Voicemail with additional mail box capabilities	$ 6.95

4.2.1.A Mediacom Business Voice Service Discounts. Discounts are applied only to Customer's purchasing at least one Mediacom Business Voice Service (full feature product) line. Discounts are rounded to the nearest 0.05 per discount.

4.2.1.A.1 Customers committing to a 36 month contract for Mediacom Business Voice Service shall receive a 5% discount on their monthly per line charge

4.2.1.A.2 Customers who purchase additional services from Mediacom's affiliates (Mediacom Cable Service and Mediacom OnLine High Speed Internet Service) shall receive a 5% discount for each additional service they purchase.

By: Mr. Calvin Craib
President
MCC Telephony of the West, LLC
100 Crystal Run Road
Middletown, New York 10941

APPROVED FOR FILING
DECISION # 71965

INTRASTATE VOICE & DATA SERVICES TARIFF

4. RATES: MEDIACOM VOICE SERVICES (cont.)

4.2 Mediacom Business Voice Service Rates (cont.)

4.2.2 Nonrecurring Charges. These charges may be waived if the Customer has previously paid such charge in relation to any other Mediacom service, or orders such service with Mediacom Business Voice Service

		Maximum Rate
(A)	Customer Installation Charge	$ 46.95
(B)	Processing/Application Fee	$ 21.75
	Directory Listing:	
(C)	Non-Listed Telephone Number Service	$ 21.75
(D)	Non-Published Telephone Number Service	$ 21.75
	Premises Work Charge:	
(A)	Fixed Fee Installation	
	a. Initial Jack	$ 93.00
	b. Additional Jack	$ 59.00
(B)	Installation Service Visit to Residence	
	a. First hour (minimum)	$133.00
	b. Each additional ½ hour	$ 55.00
(C)	Out of Hours Service Request	
	a. First Hour (minimum)	$225.00
	b. Each additional ½ hour	$ 97.50
(D)	Repair Service Visit to Residence	
	a. First ½ hour (minimum)	$104.00
	b. Each additional ½ hour	$ 57.00
(I)	Change of Telephone Number	$ 21.75
(J)	Change of Directory Listing	$ 13.75
(K)	Change of Inter Exchange Carrier (IXC) PIC	$ 7.50
(L)	Change of Regional Toll Carrier PIC	$ 7.50
(M)	Temporary Suspension – Customer Request	$ 32.75

4. RATES: MEDIACOM VOICE SERVICES (cont.)

			Maximum Rate
(N)	Transfer Fee		$ 25.00
(O)	Restore Fee		$ 25.00
(P)	Return Check Fee	up to	$ 37.50
(Q)	Late Fee	up to	$ 7.50
	Custom Intercept Services:		
(R)	Direct Cut through		$ 13.75
(S)	Cut through with referral		$ 14.25

4.2.3 Other Monthly Recurring Charges:

	Directory Listing:	
(A)	Non-Listed Telephone Number Service	$ 4.95
(B)	Non-Published Telephone Number Service	$ 7.50

4.2.4 Per Use Nonrecurring Charges. Charges for the following features and services will be reflected on the customer's bill with taxes included in the per use price, not in a separate line item.

	Operator Services:	
(A)	Operator Station-to-Station (consumer dialed 0+)	$ 5.95
(B)	Operator Station-to-Station (operator dialed 0-)	$ 5.95
(C)	Person-to-Person (consumer dialed 0+)	$ 8.35
(D)	Person-to-Person (operator dialed 0-)	$ 8.35
(E)	Busy Line Verify	$ 9.15
(F)	Busy Line Verify and Interrupt	$ 9.15
(G)	Agent Handling Fee (Live agent bill payment processing)	$ 7.50

APPROVED FOR FILING
DECISION # 71965

4. RATES: MEDIACOM VOICE SERVICES (cont.)

		Maximum Rate
Directory Assistance (DA):		
(H)	Customer Dialed DA	$ 2.95
(I)	Operator Dialed DA	$ 3.75
(J)	DA Call Completion – Additional Charge	$ 1.75
Busy Line Verify		$ 9.00
Busy Line Verify and Interrupt		$ 15.25

4.3 Bundling with Services Other than Voice Services

Company may bundle Mediacom Voice Service with video or information services not regulated by the Commission at a discounted rate not less in the aggregate than the rate for Mediacom Voice Service in this Tariff, except as provided in section 4.1, Promotions. In bundling such other services with a Voice Service, neither Company nor Mediacom Affiliates waive into state regulation of the rates, terms, conditions or any other aspect of such services.

4.4 Individual Case Basis

Rates for Individual Case Basis (ICB) arrangements will be developed on a case-by-case basis, in response to a bona fide request, from a Customer or prospective Customer for service that varies from tariffed arrangements. Rates quoted in response to such requests may be different than those specified for such service in this Tariff. ICB rates will be offered to Customers in writing and will be made available to similarly situated Customers.

4.5 International Rates

Company will publish its international rates by country and call type on its website.

By: Mr. Calvin Craib
President
MCC Telephony of the West, LLC
100 Crystal Run Road
Middletown, New York 10941

APPROVED FOR FILING
DECISION # 71965

INTRASTATE VOICE & DATA SERVICES TARIFF

5. ENTERPRISE/PRIVATE LINE SERVICE

This provisions of this Section apply only to the extent that services provided hereunder are used by a Customer for the purpose of originating or terminating intrastate communications. Company is a facilities based communications services provider. Enterprise/private line services offered include wholesale Access Services and dedicated and private line communications infrastructure to enterprise Customers for high-bandwidth, voice, video and data networks

5.1 Definitions:

Access Services
"Access Services" means intrastate communications services offered pursuant to this tariff.

Channel or Circuit
"Channel or Circuit"means a communications path or paths between two or more points

Dedicated
"Dedicated" means a facility or equipment system or subsystem set aside for the sole use of a specific customer.

Intrastate Private Line Service
"Intrastate Private Line Service" means provides for a point-to-point communications path between a Customer's premises or a collocated interconnection location and an end-users premises for originating and terminating communications services within the state.

On-Net
"On-Net" means an originating or terminating point on Company owned facilities

Physical Change
"Physical Change" means the modification of an existing circuit at the request of a Customer and requiring some physical change or re-termination.

By: Mr. Calvin Craib
President
MCC Telephony of the West, LLC
100 Crystal Run Road
Middletown, New York 10941

APPROVED FOR FILING
DECISION # 71965

5. ENTERPRISE/PRIVATE LINE SERVICE (CONT.)

5.2 Rules applicable to Private Line Services

The following rules apply to the enterprise/private line services described in this Section. These provisions are in addition to the rules included in Section 2 of the tariff. In case of conflict between provisions of section 2 and this section 5, the rules of this section govern.

5.2.1 The Company undertakes to furnish dedicated point to point private line services in accordance with the terms and conditions set forth in this Tariff.

5.2.2 The Company installs, operates, and maintains the communications services provided under this Tariff in accordance with the terms and conditions set forth under this Tariff. When authorized by the Customer, Company may at its option act as the Customer's agent for ordering access connection facilities provided by other carriers or entities, as required in the Commission's rules and orders, to allow connection of a Customer's location to the Company network.

5.2.3 Hours of Service; Service Period. Service is furnished twenty-four (24) hours per day, seven (7) days per week. The minimum service period for services offered in this Tariff is twelve (12) months. For the purpose of computing charges in this Tariff, a month is considered to have 30 days. All services for periods longer than one (1) year will be provided on an individual case basis. [36 months standard)

5.2.4 Service Orders. Customers may be required to enter into written Service Orders which shall contain or reference a specific description of the service ordered, the 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.

5.2.5 Expiration of Service Order. At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall automatically renew for a twelve month term at the then current rates unless terminated by either party upon 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.

5. ENTERPRISE/PRIVATE LINE SERVICE (CONT.)

5.2.6 Installation. The charges set forth in this Tariff contemplate installations made at the Company's or Customer's office, plant or work area premises during the hours of 8 AM. to 5:00PM Monday through Friday and under normal non-hazardous working conditions.

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 as specified in Section 4.1.

A. The Company shall maintain its system so as to furnish continuous service, shall take measures to prevent interruptions and shall restore service with minimum delay if interruptions occur. Upon reasonable notice, the channels provided by Company shall be made available for such tests and adjustments as may be necessary to maintain them in satisfactory condition; no interruption credit allowance as set forth in this Tariff will be granted for the time during which such tests and adjustments are made.

5.2.7 Continuity of Service. 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.

5.2.8 Conflict between Tariff and Service Order. Except as provided for in Section 4.3 herein, any conflict between the Tariff and any Service Order shall be resolved in favor of the Tariff.

5. ENTERPRISE/PRIVATE LINE SERVICE (Cont.)

5.2.9 Provision of Equipment and Facilities

5.2.9.1 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 regulations contained in this Tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.

5.2.9.2 The Company shall use reasonable efforts to maintain the facilities and equipment 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 or equipment installed by the Company, except upon the written consent of the Company.

5.2.9.3 The Company may substitute, change or rearrange any equipment or facility at reasonable times in order to maintain the operating efficiency of its network.

5.2.9.4 Equipment the Company provides or installs at the customer premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which it was provided by the Company.

5.2.9.5 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.

5.2.9.6 Subject to the arrangements of the Company and to all of the regulations contained in this Tariff, special construction may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is that construction undertaken: Where facilities are not presently available, and there is nor other requirement for the facilities so constructed;

a) Of a type other than that which the Company would normally utilize in the furnishing of service;
b) Over a route other than that which the Company would normally utilize in furnishing of its services;
c) In a quantity greater than that which the Company would normally construct;

By: Mr. Calvin Craib
President
MCC Telephony of the West, LLC
100 Crystal Run Road
Middletown, New York 10941

APPROVED FOR FILING
DECISION # 71965

5. ENTERPRISE/PRIVATE LINE SERVICE (Cont.)

5.2.10 Termination

5.2.10.1 In the event that service is terminated by Company pursuant to Sections 2.10 or 2.13 of this Tariff, or that service is terminated by the Customer for convenience, the Customer shall be responsible for all charges and expenses incurred to the date of termination.

5.2.10.2 Termination Liability

In the event that the Customer terminates service prior to the expiration of the term of the Service Order or Company terminates service pursuant to the provisions of this Tariff, the Customer shall be liable to Company for:

(a) all unpaid non-recurring charges reasonably expended by the Company to establish service to the Customer; plus

(b) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the Customer;
plus

(c) all recurring charges specified in the applicable Service Order incurred prior to disconnection, cancellation or termination, plus

(d) the number of months or portion of month remaining within the term of the Service Order, times the then current monthly charge or pro-rata monthly charge payable on the effective date of Customer termination or Company cancellation.

These charges shall become due and owing as of the effective date of the cancellation or termination. 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 that by their nature extend beyond the termination of the term of service order shall survive such termination.

5. ENTERPRISE/PRIVATE LINE SERVICE (Cont.)

5.2.11 Termination of Service by a Customer

5.2.11.1 A Customer may cancel service upon 30 days written notice to the Company. Notices will be deemed received upon actual receipt by the Company. The Customer shall retain responsibility for service and equipment charges until the day and time on which service is requested to be discontinued, subject to the provisions of Section 2.8. If the Customer fails to provide the Company with proper notice or access to the premises, the Customer shall continue to be responsible for equipment and service rendered.

5.2.11.2 If, based on an order by a Customer, any construction has begun or been completed, but no service provided, the nonrecoverable cost of such construction shall be borne by the Customer and Customer shall reimburse the Company for such expenses and costs.

In the event Company ceases service, Customer shall incur the termination charges as specified in Section 2.8, as well as reasonable costs of collection.

5.2.12 Payment for Service

The Customer is responsible for payment of all charges for facilities and services furnished to the Customer. Charges for installations, physical changes, expedites, or for cancellation of orders are payable upon completion. If, because of any such activity a non-Company carrier or supplier levies additional charges, these charges shall be passed on to the Customer. Recurring charges are billed in advance of the month in which the service is provided.

Billing and collection services may be provided by the Company or provided by others including the Customer's local exchange carrier on behalf of the Company. When billing and collection are the responsibility of the local exchange carrier or party other than the Company, Company shall assume no liability for any injury arising from the local exchange carrier's or other party's billing and collection practices. Payments owing by Customer under this Tariff may be offset so that only the net amount shall be paid by the Customer during the relevant period.

APPROVED FOR FILING
DECISION # 71965

5. ENTERPRISE/PRIVATE LINE SERVICE (Cont.)

5.2.13 Advance Payments

Advance payment may be required by the Company from medium and large business service Customers for the construction of facilities and furnishing of special equipment or for temporary service for short-term use. In addition, where special construction is involved, the advance payment may be also include an amount equal to the estimated non- recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer.

5.3 Enterprise/Private Line Services

5.3.1 DS-3

DS-3 service is a digital transmission facility of 44.736 Mbps. This service supports voice, analog data, digital data, and video. Service is available 24 hours a day, seven days a week.

Rates per circuit: (for circuits where point of origination and termination are on-net)

	Maximum Rate
Nonrecurring	Installation: $3,500 Installation Outside of Normal Working Hours: $62.00 (First Half Hour) $31.00 (Each Additional Half Hour)
Recurring – Facility	$5635.00/month
Recurring – Mileage	$177.25/mile/month

APPROVED FOR FILING
DECISION # 71965

5. ENTERPRISE/PRIVATE LINE SERVICE (Cont.)

5.3.2 Special Construction

5.3.2.1 Basis for Rates and Charges

Rates and charges for special construction will be based on the costs incurred by the Company and may include non-recurring type charge (applied on a time and materials Basis), recurring type charges, termination liabilities, or combinations thereof.

5.3.2.2 Basis for Cost Computation

The costs referred to in 4.2.1 may include one or more of the following items to the extent that they are applicable:

a) costs associated with the installation of the facilities to be provided, including estimated costs for the rearrangements of existing facilities, including cost of:
   1) equipment and materials provided or used,
   2) engineering, labor and supervision,
   3) transportation, and
   4) rights-of-way;
b) cost of maintenance,
c) depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;
d) administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;
e) license preparation, processing and related fees;
f) tariff preparation, processing and related fees;
g) any other identifiable costs related to the facilities provided; or
h) an amount for return and contingencies.

APPROVED FOR FILING
DECISION # 71965

5. ENTERPRISE/PRIVATE LINE SERVICE (Cont.)

5.3.3 Individual Case Basis

In lieu of the rates otherwise set forth in this tariff, rates and charges, including minimum usage, installation, special construction and recurring charges for Company's services may be established at negotiated rates on an Individual Case Basis ("ICB"). Such arrangements shall be considered special pricing arrangements, the terms of which will be set forth in individual Customer contracts.

Rates and terms for services that the Company offers to Customers may vary depending on a number of factors, which may include:

- length of circuit(s)
- volume and/or term commitments
- varying equipment types and configurations
- special construction
- type of service(s)
- cost differences (labor, taxes, fees paid to LEC for interconnection, etc.)
- customer-specific billing arrangements
- other miscellaneous fees and charges (e.g. rights-of-way charges, franchise fees and building rights-of-way costs, etc.)
- market conditions and/or competitive considerations
- availability of existing facilities

However, unless otherwise specified in the Individual Customer contract, the terms, conditions, obligations and regulations set forth in this tariff other than this Section 4 shall be incorporated into, and become part of, said contract, and shall be binding on Company and Customer. Specialized rates or charges will be made available to similarly situated Customers on a nondiscriminatory basis. In addition to any rate or charge established by the Company, the Customer will also be responsible for any recurring or non-recurring charges imposed by local exchange telephone companies incurred by or on behalf of the Customer in establishing or maintaining service. Such charges may be billed by the Company or directly by the local exchange company, at the Company's option.

5. ENTERPRISE/PRIVATE LINE SERVICE (Cont.)

5.3.4 Additional Enterprise/Private Line Services: Service Elements

5.3.4.1 Fiber Internet is a dedicated fiber-based Internet connectivity solution, with speeds from 3mbps to 10Gig.

5.3.4.2 Transparent LAN Services (TLS) allow a single Fiber Ethernet LAN to span multiple locations, simplifying network addressing and routing. This service is private, meaning data never crosses the public Internet. It travels inside a wrapper, a Virtual LAN (VLAN) reserved for a customer's exclusive use. Only locations assigned to the same VLAN can see the traffic it contains. TLS networks support protocols not available over the Internet, which enables many applications that cannot use other technologies such as Virtual Private Networks (VPNs). TLS networks are often used to link remote offices, telecommuters, and offsite backup facilities.

5.3.4.3 Regions (Inter/Intra) refer to markets serviced by local network infrastructure (versus long haul), typically defined by encompassed geographic locations. Example = Region 1 consists of Florida. Region 2 consists of the Mid-Atlantic territory. Intra-Region refers to traffic entirely within a region; inter-Region refers to traffic which routes across multiple regions.

5.3.4.4 Static IP Addresses (IPs) are a block of IP Addresses to be assigned for use by the Customer.

5.3.4.5 Border Gateway Protocol (BGP) is employed by routers (and sometimes by non-router intermediary devices) to exchange levels of routing information. Customers may use for various purposes, including multihoming a network for better redundancy to multiple Internet Service Providers.

5.3.4.6 Tiers 1, 2 and 3 refer to pricing categories based upon the relative locations of the customer premise and the MCC Telephony's facility that will be supporting their interconnection.

APPROVED FOR FILING
DECISION # 71965

INTRASTATE VOICE & DATA SERVICES TARIFF

5. ENTERPRISE/PRIVATE LINE SERVICE (Cont.)

5.3.5 Additional Enterprise/Private Line Services: Maximum Rates

Fiber Internet	Mbps	MRC Tier 1	MRC Tier 2	MRC Tier 3	Standard Install 3 Year	Standard Install 5Year
	5	$777	$1,035	$1,294	$2,875	waived
	10	$1,165	$1,553	$1,941	$2,875	waived
	15	$1,683	$2,243	$2,804	$2,875	waived
	20	$2,157	$2,875	$3,594	$2,875	waived
	25	$2,588	$3,450	$4,313	$2,875	waived
	50	$4,744	$6,325	$7,906	$2,875	waived
	100	$6,469	$8,625	$10,781	$2,875	waived

Fiber TLS Intra Region	Mbps	MRC Tier 1	MRC Tier 2	MRC Tier 3	Standard Install 3 Year	Standard Install 5 Year
	5	$734	$978	$1,222	$2,875	waived
	10	$863	$1,150	$1,438	$2,875	waived
	20	$1,035	$1,380	$1,725	$2,875	waived
	25	$1,165	$1,553	$1,941	$2,875	waived
	50	$1,510	$2,013	$2,516	$2,875	waived
	150	$1,941	$2,588	$3,235	$2,875	waived
	200	$2,070	$2,760	$3,450	$2,875	waived
	250	$2,156	$2,875	$3,594	$2,875	waived
	500	$2,588	$3,450	$4,313	$2,875	waived
	1000	$3,235	$4,313	$5,391	$2,875	waived

IP's	# of IP's	MRC	NRC
	1	Included	Included
	4	Included	Included
	8	Included	Included
	16	Included	Included
	32	$46	$58
	64	$69	$58
	128	$92	$86
	256	$115	$115

BGP	MRC	NRC
	$58	$115

*All Inter Region TLS is ICB

Issued: December 9, 2010

Effective: January 8, 2011

By: Mr. Calvin Craib
President
MCC Telephony of the West, LLC
100 Crystal Run Road
Middletown, New York 10941

APPROVED FOR FILING
DECISION # 71965

INTRASTATE VOICE & DATA SERVICES TARIFF

6. GENERAL RATE PROVISIONS

6.1 Promotions

The Company may from time to time engage in promotions of new or existing Service offerings designed to attract new Customers or to increase existing Customer usage. These promotional offerings are subject to the availability of the Services and may be limited to a specific geographical area or to a subset of a specific market group. Promotions will be made available to Commission Staff upon written request.

4825-9899-2136, v. 1

By: Mr. Calvin Craib
President
MCC Telephony of the West, LLC
100 Crystal Run Road
Middletown, New York 10941

APPROVED FOR FILING
DECISION # 71965