

TITLE SHEET

ARKANSAS TARIFF NO. 2

APPLICABLE TO

LOCAL VOICE AND DATA SERVICES OF

PNG TELECOMMUNICATIONS, INC.

d/b/a POWERNET GLOBAL COMMUNICATIONS

d/b/a CROSSCONNECT

(Replaces previous Tariff submitted on September 25, 2008 in its entirety)

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of services and facilities for voice services provided by PNG Telecommunications, Inc. with principal offices at 100 Commercial Drive, Fairfield, OH 45014. This tariff applies for services furnished within the State of Arkansas. This tariff is on file with the Arkansas Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business as well as on the Company's website, www.powernetglobal.com.

ISSUED DATE: June 2, 2011

EFFECTIVE DATE:

Karen Kovach, General Counsel
PNG Telecommunications, Inc.
100 Commercial Drive
Fairfield, OH 45014

**ARKANSAS PUBLIC SERVICE COMMISSION
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CHECK SHEET

The Pages of this Tariff are effective as of the date shown at the bottom of the respective page(s). Original and revised pages are named below and comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

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SYMBOLS SHEET

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

CR – To Signify a Change in Rate Schedule or Term or Condition

DR – To Signify a Discontinued Rate or Term or Condition

AT – To Signify Additions to text

RT – To Signify Removal of Text

MT – To Signify Text Moved from Another Tariff Location; But No Change in Rate or Term or Condition

NR – To Signify a New Rate or Term or Condition

CP – To Signify a Change in Practice

CT – To Signify a Change in Text or Regulation; But No Change in Rate or Term or Condition

C – To Signify a Correction

Check Sheets – When a tariff filing is made with the APSC, an updated check sheet accompanies the tariff filing.

Sheet numbering and Revision Levels – Sheet numbers appear in the upper right corner of the page. Sheets are number sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between existing sheets 14 and 15 would be 14.1. Revision levels also appear in the upper right corner of each page. These levels are used to determine the most current sheet version on file with the APSC. For example the 4th Revised sheet 14 cancels the 3rd Revised sheet 14.

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TARIFF FORMAT

- A. **Page Numbering:** Page numbers appear in the upper right corner of the Page. Pages are numbered sequentially. However, occasionally, when a new Page is added between Pages already in effect, a decimal is added. For example, a new Page added between Pages 14 and 15 would be 14.1.
- B. **Page Revision Numbers:** Revision numbers also appear in the upper right corner of each Page. These numbers are used to determine the most current Page version on file with the APSC. For example, the 4th revised Page 14 cancels the 3rd Revised Page 14. Because of various suspension periods, deferrals, etc. the APSC follows in its tariff approval process, the most current Page number on file with the Commission is not always the Page in effect. Consult the Check Page for the Page currently in effect.
- C. **Paragraph Numbering Sequence:** There are nine levels of paragraph coding. Each level of code is subservient to its next higher level:
- 2.
 - 2.1.
 - 2.1.1
 - 2.1.1. A.
 - 2.1.1. A.1.
 - 2.1.1. A.1. (a).
 - 2.1.1. A.1. (a).I.
 - 2.1.1.A.1.(a).I.(i).
 - 2.1.1.A.1.(a).I.(i).(1).
- D. **Check Pages:** When a tariff filing is made with the APSC, an updated Check Page accompanies the tariff filing. The Check Page lists the Pages contained in the tariff with a cross-reference to the current revision number. When new Pages are added, the Check Page is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this Page if these are the only changes made to it (i.e., the format, etc., remains the same, just revised revision levels on some Pages). The tariff user should refer to the latest Check Page to find if a particular Page is the most current on file with the APSC.

SECTION 1 – DEFINITION OF TERMS

1. "Carrier, "Company" or "Utility" refers to PNG Telecommunications, Inc. d/b/a PowerNet Global Communications or d/b/a CrossConnect.
2. "Completed" call is a call which the Company's network has determined has been answered by a person, answering machine, fax machine, computer modem device, or other mechanical answering device.
3. "Customer" means any person who has applied for, been accepted, and is either receiving utility service or has agreed to be billed for utility service. This term also includes a person who was a customer of the same utility within the past 30 days and who requests service at the same or a different location.
4. "Residential" customer is a customer who has telephone service at a dwelling and the service is used primarily for domestic or social purposes. All other customers are nonresidential customers.
5. "Service" means any telecommunications service(s) provided by the carrier under these schedules.
6. "Station" is a telephone instrument consisting of a connected transmitter, receiver, and associated apparatus to permit sending or receiving telephone messages.
7. "Access Line" means the facility provided and maintained by a telecommunications service provider which permits access to and/or from the public switched network.
8. "Advance Payment" is part or all of a payment required before the start of Service.
9. "Applicant for telecommunications service" means any person, partnership, cooperative corporation, corporation, or lawful entity requesting service(s) from a telecommunications service provider.
10. "Authorized User" is person, firm or corporation which is authorized by the Customer to be connected to the Service of the Customer.
11. "B Channel" provides one voice or data Channel on the Primary Rate Interface or Primary Rate Port to the PSTN.
12. "Basic Local Exchange Service" is service that includes the following:
 - Single-party Service;
 - Voice grade access to the public switched network;
 - Support for local use;
 - Dual tone multifrequency signaling (touch-tone);
 - Access to emergency Services (E911);
 - Access to operator Services;
 - Access to Interexchange Services;
 - Access to directory assistance; and
 - Toll limitation Services.

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SECTION 1 – DEFINITION OF TERMS (CONT'D)

13. "Business Customer" is a Business Customer is a Customer who subscribes to the PNG's Service(s) and whose primary use of the Service is of a business, professional, institutional, or otherwise occupational nature.

14. "Business Service" will be classified as Business Service if:

- A. The Service is used primarily or substantially for a paid commercial, professional or institutional activity; or
- B. The Service is situated in a commercial, professional or institutional location, or other location serving primarily or substantially as a site of an activity for pay; or
- C. The Service number is listed as the principal or only number for a business in any telecommunications directory; or
- D. The Service is used to conduct promotions, solicitations, or market research for which compensation or reimbursement is paid or provided.

15. "Called Station" is the terminating point of a call (i.e., the called number).

16. "Carrier" is an entity certified by the Commission to provide telecommunications Services within Arkansas. Companies providing telecommunications Services but for which certification is not required by Commission are also included in this definition.

17. "Channel" means a communications path between two or more points of termination.

18. "Commission" means The Arkansas Public Service Commission.

19. "Customer Premises" is the location(s) designated by the Customer for the purposes of connecting to Company's Services.

20. "Customer" means any person, firm, partnership, cooperative corporation, corporation, or lawful entity that receives regulated telecommunications services supplied by any telecommunications service provider

21. "D Channel" provides one Channel for the out-of-band signaling required. A single D Channel may control more than one Primary Rate Interface or Port.

22. "Nonrecurring Charge" is a one-time charge made under certain conditions to recover all or a portion of the cost of installing facilities or providing Service.

23. "Recurring Charge" is the monthly charge to the Customer for Services, facilities and equipment, which continue for the agreed upon duration of the Service.

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SECTION 1 – DEFINITION OF TERMS (CONT'D)

24. "Denied Service Restoral Charge" is a charge applying to the restoral of service to an individual line service, private branch exchange or Centrex system after denial of service for nonpayment.
25. "Disconnect or Disconnection" means the termination of a circuit connection between the Originating Station and the Called Station or Company's operator.
26. "End User" means the customer to whom a telephone number is assigned. The End User is responsible for payment unless the charges for the Services utilized are accepted and paid by another Customer.
27. "Primary Rate Interface" Provides a Digital multichannel transmission path between the Customer's PRI serving Central Office and the Customer's demarcation point. The Interface includes the PRI Port and the facility between the Customer's Premises and the PRI serving office.

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SECTION 2 – RULES AND REGULATIONS

2.1. Undertaking of the Company

A. This tariff contains the description of the services offered, the terms and conditions under which each of the services are provided and all effective rates and charges applicable to the furnishing of telecommunications services of the Company within the State of Arkansas. Only those services, terms and conditions and rates and charges approved by the Arkansas Public Service Commission and contained in this tariff may be provided to Customers within the State. Company's Services are furnished subject to the availability of facilities and subject to the terms and conditions of this Tariff.

B. The rates and regulations contained in this Tariff apply only to the Services furnished by Company and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local Exchange telephone company or other common Carrier for use in accessing the Services of Company.

C. Company may not be deemed to have waived or impaired any right, power, requirement or option reserved by this Tariff (including, but not limited to, the right to demand exact compliance with every term and condition herein), by virtue of any custom or practice of Company at variance with the terms hereof, or any failure, refusal or neglect of Company to exercise any right under this Tariff or to insist upon exact compliance with its terms, or any waiver, forbearance, delay, failure or omission by Company to exercise any right, power or option hereunder.

D. The rates, rules, terms and conditions contained herein are subject to change pursuant to the rules and regulations of the Commission.

E. The Customer is entitled to limit the use of Company's Services by End Users at the Customer's facilities, and may use other common Carriers in addition to or in lieu of Company.

F. The Company does not undertake to transmit messages but offers the use of its Facilities for the transmission of communications.

G. Customers and Users may use Services and Facilities provided under the tariffs of the Company to obtain access to services offered by other companies. The Company is responsible for the Services and Facilities provided under its tariffs, and for its unregulated services provided pursuant to contract, and it assumes no responsibility for any service (whether regulated or not) provided by any other entity that purchases access to the Company network in order to originate or terminate such entity's own services, or to communicate with such entity's own customers.

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SECTION 2 – RULES AND REGULATIONS (Cont'd)

2.1. Undertaking of the Company (Cont'd)

H. The Company shall have no responsibility with respect to billings, charges or disputes related to services used by the Customer which are not included in the Services herein including, without limitation, any local, regional or long distance Services not offered by the Company. The Customer shall be fully responsible for the payment of any bills for such services and for the resolution of any disputes or discrepancies with the service provider.

I. The Company concurs in the maps and legal descriptions on file with the Commission of Southwestern Bell Telephone Company d/b/a AT&T Arkansas.

2.2. General Description of Services Offered

A. These Terms and Conditions and Rate Schedules govern Company services originating and terminating at points within Arkansas. Specific services and rates are described in the Rate Schedules.

B. Company services are available for non- residential customers only.

C. Company Service consists of any of the Services offered pursuant to this Tariff, either individually or in combination. Each Service is offered independent of the others, unless otherwise noted. Service is offered via the Company's Facilities or in combination with transmission facilities provided by other certificated Carriers.

2.3. Calculation of Rates

The chargeable time of a call is timed and measured by the underlying carrier. Timing of calls begins when the call is answered at the called station. Different rates may apply depending on the time of day or day of week the call is made. Calls originating in one time period and terminating in another time period will be billed according to the rates in effect during each portion of the call.

2.4. Application for Service

A Customer desiring to obtain Service may be required to complete the appropriate Service Order form and submit the Service Order in compliance with Company subscription requirements as may be established from time to time.

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SECTION 2 – RULES AND REGULATIONS (Cont'd)

2.5. Shortage of Equipment or Facilities

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 some other cause beyond the Company's control, on a nondiscriminatory basis.

The furnishing of Service under the tariffs of the Company is subject to the availability on a continuing basis of all the necessary Facilities and is limited to the reasonable capacity of the Company's Facilities as well as facilities the Company may obtain from other Carriers to furnish Service from time to time as required at the sole discretion of the Company.

2.6. Terms and Conditions

A. Service shall be provided and billed on the basis of a minimum period of at least one month. The Customer must pay the regular tariffed rate for Service for the minimum period of Service if Service is Discontinued during the initial minimum Service period. If a Customer Discontinues Service after the initial minimum Service period has ended, then the Customer will be billed pro rata for Services rendered.

B. 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 the tariffs of the Company. Customer will also be required to execute any other documents as may be reasonably requested by the Company.

C. At the expiration of the initial term specified in each Service Order, or in any extension thereof, Service shall continue on a month-to-month basis at the then current rates unless Discontinued by either party. Any Discontinuance shall not relieve Customer of the Customer's obligation to pay any charges incurred under the Service Order and the tariffs of the Company prior to termination. The rights and obligations which by their nature extend beyond the Discontinuance of the term of the Service Order shall survive such Discontinuance.

SECTION 2 – RULES AND REGULATIONS (Cont'd)

2.7. Liability of the Company

2.7.1. Generally

Because the Customer has exclusive control of its communications over the Services furnished by the Company, and because interruptions and errors incident to these Services are unavoidable, the Services the Company furnishes are subject to the terms, conditions, and limitations specified in this Tariff and to such particular terms, conditions, and limitations as set forth in the special regulations applicable to the particular Services and Facilities furnished under this Tariff.

2.7.2. Limits of Liability

The liability of Company for damages arising out of the furnishing of, or failing to furnish, its Services, including but not limited to mistakes, omission, Disconnections, interruptions, delays, acts of a third party, errors, defects, or representations, whether caused by acts or omissions is limited to the extension of allowances for interruption as set forth in this Tariff. Such allowances for interruptions are the sole remedy of the Customer and the sole liability of Company. Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company Service, equipment or Facilities, or the acts or omissions, acts of a third party, or the acts or omissions of Company, its employees or agents.

Company will not be liable to the Customer or Authorized User for, and the Customer and any Authorized User, jointly and severally, will indemnify, defend and hold harmless Company from any allegation, claim, loss, damage, liability, defect, cost or expense resulting from or involving:

A. Circumstances Beyond the Company's Control: The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of these federal, state, or local governments, or of any military authority; preemption of existing Service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials, or strikes, lockouts, work stoppages, or other labor difficulties when it does not involve the Company's employees.

B. Acts of Other Entities: The Company shall not be liable for: (a) any act or omission of any entity furnishing the Company or the Company's Customers facilities or equipment used for or with the Services the Company offers, or (b) for the acts or omissions of other Carriers or suppliers.

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SECTION 2 – RULES AND REGULATIONS (Cont'd)

2.7. Liability of the Company (Cont'd)

2.7.2. Limits of Liability (Cont'd)

C. Acts of the Customer: The Company shall not be liable for any damages or losses due to the fault of negligence of the Customer, its employees, agents, or suppliers, or due to the failure of malfunction of Customer-provided equipment or facilities. This limitation of liability also pertains to Customer Premises equipment purchased or leased from the Company by the Customer.

D. Damage to Customer's Premises: The Company shall not be liable for any defacement of or damage to Customer Premises resulting from the furnishing of Services or equipment on such Premises or the installation or removal thereof, unless such defacement or damage is caused by gross negligence or willful misconduct of the Company's agents or employees. No agents or employees of other participating Carriers, or supplying Carriers to the Company, shall be deemed to be agents or employees of the Company.

E. Liability for Acts of Other Carriers or Companies: The Company shall not be liable for any act or omission of any other company or companies supplying a portion of the service, or for damages associated with service, Channels, or equipment which it does not furnish, or for damages which result from the operation of Customer-provided systems, equipment, facilities or services which are interconnected with Company Services.

F. Liability for Transmission Errors and Personal Injury- The Company shall not be liable for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission or other injury, including but not limited to injuries to persons or property from voltages or currents transmitted over the Service of the Company,

1. caused by Customer-provided equipment (except where a contributing cause is the malfunctioning of a Company-provided connecting arrangement, in which event the liability of the Company shall not exceed an amount equal to a proportional amount of the Company billings for the period of Service during which such mistake, omission, interruption, delay, error, defect in transmission or injury occurs), or

2. not prevented by Customer-provided equipment but which would have been prevented had Company-provided equipment been used.

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SECTION 2 – RULES AND REGULATIONS (Cont'd)

2.7. Liability of the Company (Cont'd)

2.7.2. Limits of Liability (Cont'd)

G. Discontinuance of Service: The Company shall not be liable for the Discontinuance of Service for failure to pay the charges billed to Customer, including but not limited to, any direct, indirect, incidental, special consequential, exemplary or punitive damages, so long as such Discontinuance of Service complied with the applicable rules and regulations; or

H. Violations: The Company shall not be liable for violations of the obligations of the Customer under this Tariff; or

I. Interruption: The Company shall not be liable for the interruption of a call to any party or any other person in conjunction with use of the Busy Line Verification and Interrupt Service as set forth in this Tariff; or

J. Loss, Destruction or Damage: The Company shall not be liable for any, loss, destruction or damage to property of the Customer, the Customer's agent, distributors, or any third party, or the death of or injury to persons, including, but not limited to, employees or invitees of either Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of Company, Customer, Authorized User or their employees, agents representatives or invitees; or

K. Unlawful Acts: The Company shall not be liable for unlawful acts of Company's agents and employees if committed beyond the scope of their agency or employment.

L. Disclosure: The Company shall not be liable for misrepresentation of, or the failure to disclose, the lawful rates and charges published in the Tariff, so long as Company has complied with any applicable rules and regulation related thereto; or

M. Fees: The Company shall not be liable for fees Company delivered to a jurisdiction in question and not returned to Company as provided in the Taxes Section of this Tariff; or

N. Unauthorized Use: The Company shall not be liable for any unauthorized use of the Service provided to Customer.

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SECTION 2 – RULES AND REGULATIONS (Cont'd)

2.7. Liability of the Company (Cont'd)

2.7.3. Indemnification

The Company shall be indemnified, defended, and held harmless by the Customer or by others authorized by it to use the Service against any claim, loss or damage arising directly or indirectly from Customer's use of Services furnished under this Tariff, including:

- A. claims for libel, slander, invasion of privacy or infringement of copyright arising from the material, data, information, or other content transmitted via the Company's Service; or
- B. a breach in the privacy or security of communications transmitted over Company's Facilities; or
- C. patent or trademark infringement or other infringement of intellectual property rights including, but not limited to, copyrights, trademarks, and trade secrets, arising from
 - 1. combining (or using in connection with) Company-provided Services and equipment with any facilities, services functions, or products provided by the Customer or Authorized User or
 - 2. use of Services, functions, or products, which Company furnished in a manner, Company did not contemplate and over which Company exercises no control. In the event that any such infringing use is enjoined, the Customer or Authorized User at its expense, will obtain immediately a dismissal or stay of such injunction, obtain a license or other agreement so as to extinguish the claim in infringement, terminate the claimed infringing use, or modify such combination so as to avoid any such infringement; or
 - 3. all other claims arising out of any act or omission of the Customer or others, in connection with any Service provided by the Company pursuant to this Tariff; or
 - 4. any claim of any nature whatsoever brought by a User with respect to any matter for which the Company would not be directly liable to the Customer under the terms of the applicable Company tariff.

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SECTION 2 – RULES AND REGULATIONS (Cont'd)

2.7. Liability of the Company (Cont'd)

2.7.3. Indemnification (Cont'd)

- D. Limitations of Damages and of Period for Bringing Claims: The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the Customer for the specific Services giving rise to the claim, and no action or proceeding against the Company shall be commenced more than three years after the Service related to the claim is rendered.
- E. Express and Implied Warranties: THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.
- F. Service Installation and Operation in Hazardous Locations: The Company does not guarantee or make any warranty with respect to Service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations. The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to, harm, or death of, any person or persons, or for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, locations or use of service furnished by the Company at such locations. The Company reserves the right to require each Business Customer to sign an agreement acknowledging acceptance of the provisions of this Section 2.7.3 (F) as a condition precedent to such installations.

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SECTION 2 – RULES AND REGULATIONS (Cont'd)

2.7. Liability of the Company (Cont'd)

2.7.3. Indemnification (Cont'd)

- G. Connection to the Company's Network: The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies, for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as its agent, to the Company's network. The Customer shall secure all licenses, permits, rights of way, and other arrangements necessary for such interconnection. In addition, the Customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with the Company's Service, that the signals emitted into the Company's network are of the proper mode, band-width, power data speed, and signal level for the intended use of the Customer and that the signals do not damage Company equipment, injure its personnel or degrade Service to other Customers. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Company equipment, personnel, or the quality of Service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's Service without liability.
- H. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. COMPANY MAKES NO WARRANTY THAT SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE OR MEET ANY PARTICULAR PERFORMANCE LEVEL; NOR DOES COMPANY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED THROUGH THE SERVICES OR THAT ANY DEFECT IN THE SERVICE WILL BE CORRECTED.

ISSUED DATE: June 2, 2011

Karen Kovach, General Counsel
PNG Telecommunications, Inc.
100 Commercial Drive
Fairfield, OH 45014

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SECTION 2 – RULES AND REGULATIONS (Cont'd)

2.7. Liability of the Company (Cont'd)

2.7.3. Indemnification (Cont'd)

- I. Errors in Billing: The liability of Company for errors in billing that result in overpayment by the Customer will be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and Service has been discontinued, to a refund of the amount erroneously billed.
- J. Provision of Service: the Company will not be liable for any refusals or failures to provide or delays in commencing Service to any Customer or for any failure to provide or maintain Service at any particular performance level.
- K. Entire Liability: The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid the Company by Customer for the specific Services giving rise to the claim. No action or proceeding against the Company shall be commenced more than three years after the Service is rendered.

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SECTION 2 – RULES AND REGULATIONS (Cont'd)

- 2.8. Provision of Equipment and Facilities
- 2.8.1. All Services along the Facilities between the point identified as the Company's origination point and the point identified as the Company's termination point will be furnished by the Company, its agents or contractors.
- 2.8.2. The Company may undertake to 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.
- 2.8.3. The Company undertakes to use reasonable efforts to maintain only the Facilities and equipment that it furnishes to the Customer. The Customer or Authorized User may not, nor may they permit others to, rearrange, Disconnect, remove, attempt to repair, or otherwise tamper with any of the Facilities or equipment installed by the Company, except upon the written consent of the Company.
- 2.8.4. Equipment the Company provides or installs at the Customer's Premises for use in connection with the Services the Company offers shall not be used for any purpose other than that for which the Company provided the equipment.
- 2.8.5. The Customer shall be responsible for the payment of Service charges as set forth in this Tariff for visits by the Company's agents or employees to the Premises of the Customer or Authorized User when the Service difficulty or trouble report results from the use of equipment or facilities the Customer or Authorized User provided.
- 2.8.6. The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this Tariff, the responsibility of the Company shall be limited to the furnishing of Facilities offered under this Tariff and to the maintenance and operation of such Facilities; subject to this responsibility the Company shall not be responsible for:
- A. The transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or

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SECTION 2 – RULES AND REGULATIONS (Cont'd)

2.8. Provision of Equipment and Facilities (Cont'd)

- 2.8.6. B. The reception of signals by Customer provided equipment. The Customer or Authorized User is responsible for ensuring that Customer provided equipment connected to Company equipment and Facilities is compatible with such Company equipment and Facilities. The magnitude and character of the voltages and currents impressed on Company provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company provided equipment and wiring or injury to the Company's employees or to other persons. Customer will submit to Company a complete manufacturer's specification sheet for each item of equipment that is not provided by the Company and which shall be attached to the Company's Facilities. The Company shall approve the use of such item(s) of equipment unless such item is technically incompatible with Company's Facilities. Any additional protective, equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.
- C. Any special interface equipment necessary to achieve compatibility between the Facilities and equipment of the Company used for furnishing Company Services and the Channels, facilities, or equipment of others shall be provided at the Customer's expense.
- D. Company may be connected to the services or facilities of other communications Carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications Carrier which are applicable to such connections.

2.9. Non-routine Installation

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

2.10. Ownership of Facilities

Title to all Facilities provided in accordance with the tariffs of the Company remains with the Company, its agents or contractors. The Customer shall not have, nor shall it assert, any right, title or interest in all the fiber optic or other Facilities and associated equipment provided by the Company hereunder.

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SECTION 2 – RULES AND REGULATIONS (Cont'd)

2.11. Optional Rates and Information Provided to the Public

The Company will promptly advise Customers who may be affected of new, revised or optional rates applicable to their Service. Pertinent information regarding the Company's Services, rates and charges shall be provided directly to Customers, or shall be available for inspection at the Company's local business address. In the event of prior knowledge of an interruption of Service for a period exceeding one day, the Customers will, if feasible, be notified at least one week in advance.

2.12. Governmental Authorizations

The provision of Services is subject to and contingent upon the Company obtaining and retaining such approvals, consents, governmental authorizations, licenses and permits, as may be required or be deemed necessary by the Company. The Company shall use reasonable efforts to obtain and keep in effect all such approvals, consents, authorizations, licenses and permits that may be required to be obtained by it. The Company shall be entitled to take, and shall have no liability whatsoever for, any action necessary to bring the Services into conformance with any rules, regulations, orders, decisions, or directives imposed by the Federal Communications Commission or other applicable agency, and the Customer shall fully cooperate in and take such action as may be requested by the Company to comply with any such rules, regulations, orders, decisions, or directives.

2.13. Obligations of the Customer

The Customer shall be responsible for:

- 2.13.1. the payment of all applicable charges pursuant to the tariffs of the Company;
- 2.13.2. damage to or loss of the Company's Facilities or equipment caused by the acts or omissions of the Customer or of any User; or by the noncompliance by the Customer or any User with these regulations; or by fire or theft or other casualty on the Customer's or any User's Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- 2.13.3. providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate the Company Facilities and equipment installed on the Premises of the Customer or any User; and the level of heating and air conditioning necessary to maintain the proper operating environment on such Premises;

SECTION 2 – RULES AND REGULATIONS (Cont'd)

- 2.13. Obligations of the Customer (Cont'd)
- 2.13.4. any and all costs associated with obtaining and maintaining of the rights-of-way from the point of entry at the Customer's location to the termination point where Service is finally delivered to the Customer, including, but not limited to, the costs of installing conduit or of altering the structure to permit installation of Company provided Facilities. The Customer's use of such rights-of-way shall in all respects be subject to the terms, conditions and restrictions of such rights-of-way and of agreements between the Company and such third parties relating thereto, including without limitation, the duration applicable to and the condemnation of such rights-of-way, and shall not be in violation of any applicable governmental ordinance, law, rule, regulation or restriction. Where applicable, the Customer agrees that it shall assist the Company in the procurement and maintenance of such right-of-way. The Company may require the Customer to demonstrate its compliance with this Section prior to accepting an order for Service;
- 2.13.5. providing a safe place to work and complying with all laws and regulations regarding the working conditions on the Premises at which the Company's employees and agents shall be installing or maintaining the Company's Facilities and equipment. The Customer may be required to install and maintain the Company's 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;
- 2.13.6. identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;
- 2.13.7. complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of the Company's Facilities and equipment in any Customer or User Premises or the rights-of-way for which Customer is responsible under Section 2.13.4; and granting or obtaining permission for the Company's agents or employees to enter the Premises of the Customer or any User at any time for the purpose of installing, inspecting, maintaining, repairing, or upon Discontinuance of Service as stated herein, removing the Facilities or equipment of the Company;
- 2.13.8. not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; and
- 2.13.9. making the Company's facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which Service is interrupted for such purposes.

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SECTION 2 – RULES AND REGULATIONS (Cont'd)

- 2.14. Prohibited Uses
- 2.14.1. The Services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all governmental approvals, authorizations, licenses, consents and permits required to be obtained by the Customer with respect thereto.
- 2.14.2. Equipment Company provides or installs at the Customer's Premises for use in connection with the Services Company offers may not be used for any other purpose other than for which Company provided it. Customer may not, and may not permit others to, rearrange, Disconnect, remove, attempt to repair, or otherwise interfere with any of the Services or equipment installed by Company or Company's agent, except upon the consent of Company.
- 2.14.3. The Company may require Applicants for Service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and Commission regulations, policies, orders, and decisions.
- 2.14.4. The Company may, without obtaining any further consent from the Customer, assign any rights, privileges, or obligations under this Tariff. The Customer shall not, without prior written consent of the Company, assign, transfer, or in any other manner dispose of, any of its rights, privileges, or obligations under this Tariff, and any attempt to make such an assignment, transfer, disposition without such consent shall be null and void.
- 2.14.5. The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

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SECTION 2 – RULES AND REGULATIONS (Cont'd)

2.14. Prohibited Uses (Cont'd)

- 2.14.6. A Customer may not use the Services in any manner, which interferes with other persons in the use of their Service, prevents other persons from using their Service, otherwise impairs the quality of Service to other Customers, or impairs the privacy of any communications over any Service provided by Company. Company may require a Customer to shut down its transmission of signals if said transmission is causing interference to others.
- 2.14.7. A Customer may not use the Services in any manner so as to annoy, abuse, threaten, or harass other persons.
- 2.14.8. The use of Company's Services either without payment for Service or attempting to avoid payment for Service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- 2.14.9. Customer use of any resold Service obtained from other service providers shall also be subject to any applicable restrictions imposed by the underlying providers.
- 2.14.10. A Customer or Authorized User shall not represent that its services are provided by the Company, or otherwise indicate to its Customers that its provision of services is jointly with the Company, without the written consent of the Company. The relationship between the Company and Customer shall not be that of partners or agents for one or the other, and shall not be deemed to constitute a partnership or agency agreement.
- 2.14.11. A Customer shall not use any service mark, trade mark or trade name of Company or refer to Company in connection with any product, equipment, promotion or publication of the Customer without the approval of Company.

2.15. Payment for Service

The Customer is responsible for the payment of all charges for Facilities and Services furnished by the Company to the Customer and to all Users authorized by the Customer, regardless of whether those Services are used by the Customer.

SECTION 2 – RULES AND REGULATIONS (Cont'd)

2.16. Credit and Collections

- 2.16.1. The Company does not charge a fee to establish service.
- 2.16.2. For billing purposes, service is established on the date the customer's local exchange carrier switches the customer's service to the reselling Company's network.
- 2.16.3. Charges based on usage will be included on the next invoice rendered following the end of the billing cycle in which the usage occurs, and will be due and payable within 30 days as indicated on the invoice due date. The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which Service is provided, and Recurring Charges shall be due and payable within 30 days as indicated on the due date of the invoice.
- 2.16.4. The Company charges \$25.00 to restore service that was disconnected for nonpayment of bills, violation of the Terms and Conditions, or fraudulent use of the Company's services.
- 2.16.5. All state and local taxes (i.e., sales tax) are listed as separate line items and are not included in the rates quoted in the Rate Schedules.
- 2.16.6. The Company will assess a service charge equal to \$25.00 (bad check charge) in accordance with Arkansas law for all checks returned by a bank or other financial institution for: Insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank or other financial institution.

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SECTION 2 – RULES AND REGULATIONS (Cont'd)

2.17. Dispute Resolution Procedures

- 2.17.1 The Company will have personnel available at all times during business hours with the authority to make delayed payment arrangements and handle customer questions and complaints. Customers may call (866)236-7881 24 hours per day five (5) days per week/ Saturday and Sunday the customer service department closes at 11:00 PM (EST) and reopens the following day at 7:00AM. The customer may also submit a written complaint to:

**PowerNet Global Communications
100 Commercial Drive
Fairfield, OH 45014**

If the customer is not satisfied with the Company's response, the customer may contact the Arkansas Public Service Commission, Consumer Services Division, 1000 Center Street, Little Rock, AR 72201. Telephone: 800-482-1164 or 501-682-1718.

- 2.17.2 The Company shall respond to Commission inquiries concerning any complaint as quickly as possible as but not later than 15 days after receipt.

2.18. Advance Payments

- 2.18.1 To safeguard its interests, the Company may require a Customer to make an Advance Payment before Services and Facilities are furnished. The Advance Payment will not exceed an amount equal to the nonrecurring charge(s) and the first month's estimated usage and Recurring Charges for the Service or facility. In addition, where special construction is involved, the Advance Payment may also include an amount equal to the estimated nonrecurring charges for the special construction and Recurring Charges (if any) for a period to be set between the Company and the Customer.

2.19. Deposits

The Company will not collect deposits from Customers.

ISSUED DATE: June 2, 2011

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SECTION 2 – RULES AND REGULATIONS (Cont'd)

2.20. Disconnection or Suspension of Service by Company

2.20.1. Disconnection or Suspension of Service

A. Company may, without incurring liability, refuse, Suspend or Disconnect the Service for any of the following reasons:

1. Nonpayment of a bill for regulated telecommunications services within the period prescribed in the Company's tariff.
2. Violation of or noncompliance with any provision of law, Commission rules and regulations or the Company's approved tariffs.
3. Use of telecommunications services in such manner as to interfere with reasonable service to other Customers.
4. Refusal to permit the Company reasonable access to its telecommunications facilities for recovery, maintenance, and inspection thereof.
5. Interconnection of a device, line, or channel to Company facilities or equipment contrary to the Company's terms and conditions of service on file with and approved by the Commission

B. The Company shall provide documentation to the prospective Customer or current Customer stating the reason(s) for denial or termination of service.

2.20.2. Duration of Suspension

The Company may continue Suspension of Service until all charges due have been paid and all violations have ceased. During the period of such Suspension all monthly recurring charges apply. Should the Customer fail to comply with the Company's instructions during the Suspension period, Service will be Discontinued and the Customer must pay the Denied Service Restoral Charge indicated in Subsection 2.16.4 in addition to all applicable monthly Service charges before Service will be restored.

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SECTION 2 – RULES AND REGULATIONS (Cont'd)

2.20. Disconnection or Suspension of Service by Company (Cont'd)

2.20.3. When Service May be Disconnected

The Company may Disconnect the Service without Suspension of Service or following Suspension of Service, and disconnect and remove any of its equipment from the Customer's Premises. If Service is Disconnected after a Suspension, the date of Disconnection is considered to be the date Service was Suspended.

A Customer's Local Exchange Service may only be Disconnected for non-payment of noncompetitive tariffed Services regulated by the Commission. Local Exchange Service may not be Disconnected for non-payment of toll Services, voice mail, Internet, paging, charges not billed on behalf of the Company and federally imposed Customer charges and taxes.

2.20.4. Resumption of Service

If Service has been discontinued for nonpayment or as otherwise provided herein and the Customer wishes it continued, Service shall, at the Company's discretion, be restored when all past due amounts are paid or the event giving rise to the discontinuance (if other than nonpayment) is corrected to the satisfaction of Company. All applicable nonrecurring charges shall apply when Services are restored.

2.21. Cancellation of Application for Service

2.21.1. Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the Service or in preparing to install the Service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of Services ordered, including Installation Charges, and all charges others levy against the Company that would have been chargeable to the Customer had Service begun (all discounted to present value at six percent (6%)).

2.21.2. Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, the charges set forth in Section 3 of this Tariff will apply.

2.21.3. Unless otherwise provided in this Tariff, the special charges described above, will be calculated and applied on a case-by-case basis.

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SECTION 2 – RULES AND REGULATIONS (Cont'd)

2.22 Changes in Service Requested

If the Customer makes or requests material changes in circuit engineering, equipment specifications, Service parameters, Premises locations, or otherwise materially modifies any provision of the application for Service, the Customer's installation fee shall be adjusted accordingly.

2.22.1. Moves and Changes: There are two types of modifications available for Circuits:

1. A move of the point of termination of an existing PRI Circuit(s) to a new location within the Customer's same Premises.
2. Any subsequent change or rearrangement of Services requested by the Customer on an existing Circuit(s). Fee may apply.

2.22.2. Cancellation Charge: Charge applies if Customer requests a cancellation of an order already submitted to Company. If the Company misses a Service installation date by more than thirty (30) days due to a Force Majeure condition, the Customer may cancel an order without incurring a Cancellation Charge.

2.22.3. Expedite Order Charge: Expedite charge applies when Customer requests an order to be executed in less time than otherwise established by Company's published interval.

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SECTION 2 – RULES AND REGULATIONS (Cont'd)

- 2.23. Suspension or Discontinuance of Service by Customer
- 2.23.1. Customers may Suspend or Discontinue Service by providing written or verbal notice to Company prior to Suspension or Discontinuance. Notice must specify the date on which Service is to be Suspended or Discontinued.
- 2.23.2. The Customer remains responsible for all Service charges until the day and time on which Service is actually Suspended or Discontinued.
- 2.23.3. If Customer Discontinues Service before Company completes installation of the Service and at the time of Discontinuance Company has incurred any expense in installing Services or preparing to install Service that it would not otherwise have incurred, a charge equal to the cost Company incurred will apply. In no case will this charge exceed the charge for the minimum period of Services ordered, including Installation Charges and Non-Recurring charges and all amounts others may charge Company that would have been chargeable to the Customer had Service been initiated.
- 2.23.4. If the Customer Discontinues Service after Company has completed installation, the charge set forth in Subsection 2.16.4 above will apply to the extent Company has not yet recovered the costs described therein. In addition, the minimum Service period obligations will apply regardless of whether Service has been initiated and the charges in Section 3 will apply.
- 2.23.5. In the case of a Customer-initiated modification of Service, charges for the subsequent order are in addition to the costs incurred before the Customer changed the original order.
- 2.23.6. Customers must pay a Line Restoral Charge prior to Restoral of Service Suspended at Customer's request.

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SECTION 2 – RULES AND REGULATIONS (Cont'd)

2.23. Suspension or Discontinuance of Service by Customer (Cont'd)

2.23.7. If a Customer cancels a Service Order, or Discontinues Service before the completion of the term of a Customer executed contract for any reason whatsoever other than a Major Service Interruption, Customer agrees to pay to the Company the following sums, within 21 days of the effective date of the Discontinuance and to pay under the terms set forth in this Tariff all costs, fees and expenses reasonably incurred in connection with:

- A. all Nonrecurring charges as specified in this Tariff or other Company tariffs, plus
- B. any Discontinuance, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of Customer, plus
- C. all Recurring Charges specified in this Tariff or other Company tariffs for the balance of the then current term.
- D. a percentage up to the entire committed total of all usage charges due to Company over the term.

SECTION 2 – RULES AND REGULATIONS (Cont'd)

2.24. Notices and Communications

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

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SECTION 2 – RULES AND REGULATIONS (Cont'd)

2.25. Customer Equipment and Channels

A User may transmit or receive information or signals via the facilities of the Company. The Company's Services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in the tariffs of the Company. A User may transmit any form of signal that is compatible with the Company's equipment, but except as otherwise specifically stated in its tariffs, the Company does not guarantee that its Services will be suitable for purposes other than voice-grade telephonic communication.

2.26. Station Equipment

- 2.26.1. Terminal equipment on the User's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company's Point of Connection.
- 2.26.2. The Customer is responsible for ensuring that Customer-provided equipment connected to the Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.
- 2.26.3. Customer provided Station equipment may be attached to Services provided under the tariffs of the Company subject to Part 68 of the FCC Rules and to any applicable provisions of the tariffs of the Company and is the sole responsibility of the Customer.
- 2.26.4. The Company is not responsible for malfunctions of Customer-owned telephone sets or other Customer-provided equipment, or for misdirected calls, Disconnects or other Service problems caused by the use of Customer-owned equipment.

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SECTION 2 – RULES AND REGULATIONS (Cont'd)

2.27. Interconnection of Facilities

2.27.1. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing communications Services and the Channels, facilities, or equipment of others shall be provided at the Customer's expense.

2.27.2. Communications Services may be connected to the services or facilities of other communications Carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications Carriers which are applicable to such connections.

2.27.3. Facilities furnished under the tariffs of the Company may be connected to Customer provided terminal equipment in accordance with the provisions of the tariffs of the Company. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all User-provided wiring shall be installed and maintained in compliance with those regulations.

2.28. Tests and Adjustments

Upon suitable notice, the Company may make such tests, adjustments, and inspections as may be necessary to maintain the Company's Facilities in satisfactory operating condition. No interruption allowance will be credited to the Customer for the period during which the Company makes such tests, adjustments, or inspections.

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SECTION 2 – RULES AND REGULATIONS (Cont'd)

2.29. Inspections

- 2.29.1. Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the User is complying with the requirements set forth in Section 2.8 for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- 2.29.2. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its Facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the Suspension of Service, to protect its Facilities, equipment and personnel from harm.

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SECTION 2 – RULES AND REGULATIONS (Cont'd)

2.30. Interruption of Service/Liability

- 2.30.1. The Company will attempt to provide continuous and uninterrupted service. When the Company schedules a service interruption for maintenance or repairs, the Company will notify customers of the cause and expected duration of the interruption at least 24 hours in advance, when possible.
- 2.30.2. The Company's liability for damages arising out of mistakes, interruptions, omission, delays, errors, or defects in the transmission occurring in furnishing service or in Company facilities, and not caused by the negligence of its employees or agents, will not exceed the amount that the Company would have charged the customer for service for the period the aforementioned faults occur.
- 2.30.3. Upon customer request, the Company will credit a customer's account for service interruptions which are not due to the Company's testing or adjusting, negligence of the customer, or to the failure of channels or equipment provided by the customer. Before requesting a credit, the customer will take reasonable steps to verify that the trouble could not have been prevented by the customer and is not in the customer's wiring or equipment. For purposes of computing a credit for leased facilities, a month consists of 720 hours. The Company will credit the customer's account at the rate of 1/720th of the monthly charge for the facilities affected for each full hour of the interruption.
- 2.30.4. The Company is protected against customer claims for libel, slander, or copyright infringement arising from the material, data, information, or other content transmitted using Company services. The Company is protected against all other claims arising from any act or omission of the customer while using Company services.

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SECTION 2 – RULES AND REGULATIONS (Cont'd)

2.31. Special Construction

2.31.1. General

Subject to the agreement of the Company and to all of the regulations contained in the tariffs of the Company, special construction and special arrangements may be undertaken on a reasonable efforts basis at the request of the Customer. Special arrangements include any service or facility relating to a regulated telecommunications not otherwise specified under tariff, or for the provision of service on an expedited basis or in some other manner different from the normal tariff conditions. Special construction is that construction undertaken:

- A. where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- B. of a type other than that which the Company would normally utilize in the furnishing of its Services;
- C. over a route other than that which the Company would normally utilize in the furnishing of its Services;
- D. in a quantity greater than that which the Company would normally construct;
- E. on an expedited basis;
- F. on a temporary basis until permanent Facilities are available;
- G. involving abnormal costs; or
- H. in advance of its normal construction.

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SECTION 2 – RULES AND REGULATIONS (Cont'd)

2.31. Special Construction (Cont'd)

2.31.2. Basis for Charges

Where the Company furnishes a facility or service on a special construction basis, or any service for which a rate or charge is not specified in the Company's tariffs, charges will be based on the costs incurred by the Company and may include, (1) nonrecurring type charges; (2) recurring type charges, (3) Cancellation or Discontinuance liabilities; or (4) combinations thereof. The agreement for special construction will ordinarily include a minimum service commitment based upon the estimated service life of the Facilities provided.

2.31.3. Basis for Cost Computation

Costs may include one or more of the following items to the extent they are applicable:

- A. installed costs of the Facilities to be provided including estimated costs for the rearrangements of existing Facilities. Installed costs include the cost of:
 - 1. equipment and materials provided or used,
 - 2. engineering, labor and supervision,
 - 3. transportation,
 - 4. rights of way, and
 - 5. any other item chargeable to the capital account;

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SECTION 2 – RULES AND REGULATIONS (Cont'd)

2.31. Special Construction (Cont'd)

2.31.3. Basis for Cost Computation, (Cont'd)

B. annual charges including the following:

1. cost of maintenance;
2. depreciation on the estimated installed cost of any Facilities provided, based on the anticipated useful Service life of the Facilities with an appropriate allowance for the estimated net salvage;
3. administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;
4. any other identifiable costs related to the Facilities provided; and
5. an amount for return and contingencies

2.31.4. Early Discontinuance Liability

- A. To the extent that there is no other requirement for use by the Company, the Customer may have a Discontinuance liability for Facilities specially constructed at the request of the Customer, if and only if such liability is clearly stated in a written agreement between the Company and the Customer.
- B. The maximum liability is equal to the total cost of the special Facility as determined above, adjusted to reflect the redetermined estimate net salvage, including any reuse of the Facilities provided.
- C. The maximum liability as determined in subsection (A) above shall be divided by the original term of Service contracted for by the Customer (rounded up to the next whole number of months) to determine the monthly liability. The Customer's liability shall be equal to this monthly amount multiplied by the remaining unexpired term of Service (rounded up to the next whole number of months), discounted to present value at six percent (6%), plus applicable taxes.

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SECTION 2 – RULES AND REGULATIONS (Cont'd)

2.32. Special Assembly

The Company may provide a unique intrastate service arrangement for a Customer where no tariffed service exists for the service. The unique service can be provided via a Special Assembly.

The Company will maintain records of its Special Assembly contracts for Commission review as conditions or circumstances may require.

2.33. Promotional Offerings

The Company may make promotional offerings of its tariffed Services which may include reducing or waiving applicable charges for the promoted service. No individual promotional offering will exceed six months in duration, and any promotional offering will be extended on a non-discriminatory basis to any Customer similarly classified who requests the specific offer.

2.34. Individual Case Basis (ICB) Arrangements

Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a service offered under this tariff. Rates quoted in response to such competitive requests may be different than those specified for such services in this tariff. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis. The Company will maintain records of its ICBs for Commission review as conditions or circumstances may require.

2.35. Application of Rates and Charges

- A. Term Pricing Plans: Term Pricing Plans (TPP) are available to the Customer. The Customer must select a 12 Month, 24 Month or 36 Month term.
- B. Modifying Term Pricing Plans: A TPP may be modified when additional Circuits are purchased.

A TPP may be also be converted to a longer TPP, without incurring a Termination Charge, if there is at least one month remaining on an existing TPP. Service will automatically renew at month-to-month terms.

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SECTION 2 – RULES AND REGULATIONS (Cont'd)

2.35. Application of Rates and Charges (Cont'd)

- C. Expiration of Term Pricing Plan: Within one month prior to the expiration of a TPP, the Customer must select one of the following options:
1. Renew the Service for an additional term at the TPPs available; or
 2. Disconnect Service at the end of the billing period.
- D. Termination Liability: If the service is terminated by a Customer before the expiration of the initial or any subsequent term, the Customer will pay to PNG an amount equal to the sum of:
1. all billed and unbilled charges which the Customer has not paid at the time of termination;
 2. the monthly recurring charge at the time of termination multiplied by the number of months remaining in the term;
 3. and all charges incurred by PNG to its suppliers and other third parties for the provision or disconnection of service to the Customer.
- E. Waiving of Nonrecurring Charges per circuit: Business Plan 1 – For 12 month terms, a \$240 non-recurring charge applies. Company will waive the non-recurring charge on terms of 24 and 36 months. Business Plan 2 - For 12 month terms, a \$198 non-recurring charge applies. Company will waive the non-recurring charge on terms of 24 and 36 months.
- F. Local Usage: Customers are provided unlimited local service for the local servicing area as part of the business offering.
- G. Stated pricing requires business customer to subscribe (PICC) long distance service from Company.

2.36. Taxes and Other Charges

The Customer may be responsible for payment of any federal, state, or local sales, use, gross receipts, access or other taxes, charges, surcharges (however designated), and all taxes, fees, and other exactions imposed on the Company or its Services by governmental jurisdictions, other than taxes imposed generally on the Company's net income.

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SECTION 3- SERVICE DESCRIPTIONS

3.1. Digital Local Business Services

3.1.1. General Service Description

The Company offers Business Customers Digital Local Business Services. These DS-1 capacity Services provide high-speed dedicated voice and data transmission. Company's Digital Business Services employ a 1.544 Megabits per second (Mbps) facility typically divided into twenty-three B Channels and one D Channel. The B Channels are used for Circuit-switched voice and data communications connecting to the public switched telephone network (PSTN) while the D Channel provides out-of-band signaling. The Company provides a port at the end-user's site which connects to the Company's underlying carrier's network for call completion. The Digital Business services employ a variety of included features.

These services and associated features are only provided where facilities, equipment and technical capabilities exist and do not create an obligation for the Company to construct such facilities and equipment especially for the provision of this Service. Customer is responsible for providing Customer Premises Equipment that is compatible with this DS-1 Service. The Company shall not be responsible if changes in any of the equipment, operations or procedures of the Company utilized in the provisioning of this Service render any facilities provided by the customer obsolete or require modification or alteration of such equipment or system or otherwise affect its use or performance.

3.1.2. Plan Descriptions

A. Business Plan 1 – Digital Local Voice Business Service: This DS-1 capacity Service provides the Customer with one single, voice-grade, DTMF communications Channel and unlimited local calling within the local calling area, including mandatory flat rate unlimited calling, of the incumbent local exchange company where the customer is located. This service uses in-band signaling to support 23 simultaneous calls inbound or outbound. Customers have the option to purchase blocks of 20 or 100 Direct Inward Dial numbers within a circuit. This Plan is available in Pricing Plan A and L. As a result of regional Customer preferences, these two pricing schemes offer Customers either a lower MRC or a lower End User Common Line Charge. Regardless of which pricing plan is chosen by Customer, the total MRC remains the same for both pricing plans.

B. Business Plan 2 - Integrated Voice and Data Digital Business Service: This Service combines digital voice and data over a single, dedicated circuit and bandwidth is dynamically allocated between voice and data, as needed. This service offers the Customer unlimited local calling within the local calling area, including mandatory flat rate unlimited calling, of the incumbent local exchange company where the customer is located.

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SECTION 3- SERVICE DESCRIPTIONS

3.1. Digital Local Business Services (Cont'd)

3.1.3. Included Service Features

Business Plan 1 and 2: Each local exchange Channel may include a telephone number assignment and the following features:

- Caller ID Name and Number
- Local Usage (Unlimited Business minutes)
- Local Directory Assistance (411)
- Local T-1/PRI
- Switched Long Distance
- Dedicated Long Distance
- Toll-free
- Directory Services
- Operator Services
- 900/976 Blocking
- Integrated Access
- E911
- Dedicated Internet Access (DIA)

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SECTION 3- SERVICE DESCRIPTIONS

3.1. Digital Local Business Services (Cont'd)

3.1.4. Optional Features:

Backup D Channel – In arrangements of two or more Primary Rate Interfaces or Ports, it provides enhanced continuity of Service by allowing a D Channel on one Primary Rate Interface or Port to automatically take over for a failed D Channel on another Primary Rate Interface or Port. A single Backup D Channel may support a maximum of five interfaces or ports.

Calling Number and Name Delivery – Provides the Customer who is receiving a call with the telephone number and the name of the calling party.

Serial Hunt – Calls will start with the number of the trunk dialed and hunt sequentially to the end of the trunk or hunt group.

Circular Hunt – A switch feature that dynamically points each new call attempt to the next idle B Channel following the last Channel either to have accepted a call or the last Channel to have attempted to place a call.

DLH (Distributed Line Hunting) – Calls are distributed evenly among a trunk group or hunt group by number of calls.

MIDL/LIDL (Most Idle/Least Idle) – Incoming calls will be sent to the trunk that has been idle the longest (MIDL) or the shortest (LIDL) amount of time.

Direct Inward Dialing (DID) Numbers – Provides telephone numbers for direct inward dialing. Numbers are available in blocks of ten or one hundred, or as a single number. The assignment and sequence of the numbers may be requested by the Customer in cases where the Company has the number or series of numbers available for use.

Dynamic Channel Allocation – Allows a Customer to designate the quantity of B Channels for call types to be allocated within previously provisioned criteria for either DID or Direct Outward Dialing (DOD) capability. [Not currently available; under development.]

Enhanced Alternate Route – Allows incoming voice calls to overflow on an emergency and busy basis to a line or Trunk side connection designated by the Customer. A route may be limited in the number of simultaneous calls that can be routed.

Enhanced 911 – The number of the caller is transmitted to the PSAP where it is cross-referenced with an address database to determine the caller's location.

Inform 911 – Allows the calling party number of the station to be sent to the E911 database rather than the billed telephone number. It is the Customer's responsibility to provide station number updates to the 911 database.

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SECTION 3- SERVICE DESCRIPTIONS

3.1. Digital Local Business Services (Cont'd)

3.1.4. Optional Features (Cont'd):

Local Number Portability – Allows businesses to switch local service providers and retain their local telephone numbers.

Inbound Only – Provides for an inbound calling option on the Primary Rate Interface or Primary Rate Port. No outgoing capability exists when this feature is selected. A minimum of one D Channel is required.

Inbound Interface – Provides a PRI termination and a Digital multichannel transmission path between the Central Office and the Customer's Premises and is configured with one D Channel or a Backup D Channel and 23 B Channels or 24 B Channels.

Universal Calling – Allows the end-user to make and receive local, intraLATA (local toll) and long distance calls. PNG Local Service provides Universal Calling with the following call coverage:

- Local Call Coverage: enable callers to place phone calls to any telephone in a pre-defined local calling area.
- Extended Area Service (EAS): enables callers to place calls to a pre-defined area outside of what is normally considered the local calling area at no extra charge.
- IntraLATA (Local Toll): carried by the long distance network.
- InterLATA: also carried by the long distance network.

Service Access Codes (SAC) – SACs are non-geographic area codes (often referred to as NPAs) assigned for special network uses. These codes include 500,700, and 8XX.

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SECTION 4- RATE SCHEDULES

4.1. Digital Local Business Services (Cont'd)

A. Business Plan 1 (Local Digital Voice Business Service): - A Pricing:

	<u>MRC</u>	<u>NRC</u>	<u>Block of 20* DID's</u>		<u>Block of 100 * DID's</u>	
			<u>MRC</u>	<u>NRC</u>	<u>MRC</u>	<u>NRC</u>
<u>12 Months:</u>	\$465.00	\$240.00	\$6.00	\$6.00	\$25.00	\$30.00
<u>24 Months:</u>	\$465.00	\$0.00	\$6.00	\$6.00	\$25.00	\$30.00
<u>36 Months:</u>	\$456.00	\$0.00	\$6.00	\$6.00	\$25.00	\$30.00

* where available

B. Business Plan 1 (Local Digital Voice Business Service): - L Pricing:

	<u>MRC</u>	<u>NRC</u>	<u>Block of 20* DID's</u>		<u>Block of 100 * DID's</u>	
			<u>MRC</u>	<u>NRC</u>	<u>MRC</u>	<u>NRC</u>
<u>12 Months:</u>	\$571.00	\$240.00	\$6.00	\$6.00	\$25.00	\$30.00
<u>24 Months:</u>	\$571.00	\$0.00	\$6.00	\$6.00	\$25.00	\$30.00
<u>36 Months:</u>	\$562.00	\$0.00	\$6.00	\$6.00	\$25.00	\$30.00

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SECTION 4- RATE SCHEDULES

4.1. Digital Local Business Services (Cont'd)

C. Business Plan 2 (Integrated Voice and Data Digital Business Service):

	<u># of Channels</u>	<u>MRC</u>	<u>NRC (Installation fee)</u>
<u>12 Months</u>	1 (64k)	\$107.00	\$198.00
	2(128k)	\$156.00	\$198.00
	4(256k)	\$219.00	\$198.00
	6(384k)	\$276.00	\$198.00
	8(512k)	\$332.00	\$198.00
	12(768k)	\$360.00	\$198.00
	16(1024k)	\$377.00	\$198.00
<u>24 Months</u>	1 (64k)	\$100.00	waived
	2 (128k)	\$147.00	waived
	4 (256k)	\$208.00	waived
	6 (384k)	\$263.00	waived
	8 (512k)	\$317.00	waived
	12 (768k)	\$343.00	waived
	16 (1024k)	\$358.00	waived
<u>36 Months</u>	1 (64k)	\$95.00	waived
	2 (128k)	\$139.00	waived
	4 (256k)	\$197.00	waived
	6 (384k)	\$250.00	waived
	8 (512k)	\$300.00	waived
	12 (768k)	\$326.00	waived
	16 (1024k)	\$339.00	waived

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SECTION 4- RATE SCHEDULES

4.1. Digital Local Business Services (Cont'd)

D. Other Charges/fees:

	<u>Per Use fee</u>	
Local Directory Assistance	\$0.89	
Operator Assisted Call	\$0.75	
	<u>MRC</u>	<u>NRC</u>
Local Number Portability (LNP)/Channel	\$0.35	
PICC/Channel	\$1.19	
Loop Fees	ICB	
Cancellation Charge per order		\$230
Expedite Order Charge per order		\$690

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