

The Public Utilities Commission of Ohio
TELECOMMUNICATIONS APPLICATION FORM for
DETARIFFING AND RELATED ACTIONS

Per the Commission's 01/19/2011 "Implementation Order" in Case No. 10-1010-TP-ORD
(Effective: 01/20/2011 through 05/20/2011)

In the Matter of the Application of PNG Telecommunications,)
Inc. to Detariff Services and make other changes related to the)
Implementation of Case No. 10-1010-TP-ORD)
)

TRF Docket No. 90- 5452 - TP - TRF

Case No. 11 - 2960 - **TP - ATA**

NOTE: Unless you have reserved a Case No. leave the "Case No." fields BLANK.

Name of Registrant(s) PNG Telecommunications, Inc.
DBA(s) of Registrant(s) PowerNet Global Communications; CrossConnect; Thr!ve Communications
Address of Registrant(s) 100 Commercial Drive, Cincinnati, Ohio 45014
Company Web Address www.pngtelecom.com
Regulatory Contact Person(s) Karen Kovach Phone (513) 645-4933 Fax _____
Regulatory Contact Person's Email Address kkovach@pngmail.com
Contact Person for Annual Report Karen Kovach Phone: (513) 645-4933
Address (if different from above) _____
Consumer Contact Information Karen Kovach Phone: (513) 645-4933
Address (if different from above) _____

Part I - Tariffs

Please indicate the Carrier Type and the reason for submitting this form by checking the boxes below.

NOTE: All cases are ATA process cases, tariffs are effective the day they are filed, and remain in effect unless the Commission acts to suspend.

Carrier Type	<input type="checkbox"/> ILEC	<input checked="" type="checkbox"/> CLEC	<input type="checkbox"/> CTS
Tariff for Basic Local Exchange Service (BLES) and/or other services required to be tarified pursuant to 4901:1-6-11(A); detariffing of all other services	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Other changes required by Chapter 4901:1-6 (Describe in detail in Exhibit C)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Part II - Exhibits

Note that the following exhibits are required for all filings using this form.

Included	Identified As:	Description of Required Exhibit:
<input checked="" type="checkbox"/>	Exhibit A	The existing affected tariff pages.
<input checked="" type="checkbox"/>	Exhibit B	The proposed revised tariff pages.
<input checked="" type="checkbox"/>	Exhibit C	Narrative summarizing all changes proposed in the application, and/or other information intended to assist Staff in the review of the Application.
<input checked="" type="checkbox"/>	Exhibit D	One-time customer notice of detariffing and related changes consistent with rule 4901:1-06-07
<input checked="" type="checkbox"/>	Exhibit E	Affidavit that the Customer Notice described in Exhibit C has been sent to Customers.

Part III. – Attestation

Registrant hereby attests to its compliance with pertinent entries and orders issued by the Commission.

AFFIDAVIT

Compliance with Commission Rules

I am an officer/agent of the applicant corporation, PNG Telecommunications, Inc. and am authorized to make this statement on its behalf

I attest that these tariffs comply with all applicable rules for the state of Ohio. I understand that tariff notification filings do not imply Commission approval and that the Commission's rules, as modified and clarified from time to time, supersede any contradictory provisions in our tariff. We will fully comply with the rules of the state of Ohio and understand that noncompliance can result in various penalties, including the suspension of our certificate to operate within the state of Ohio.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on May 12, 2011 at (Location) Cincinnati, Ohio

*(Signature and Title) /s/ Karen Kovach, General Counsel (Date) May 12, 2011

- *This affidavit is required for every tariff-affecting filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.*

VERIFICATION

I, Carolyn S. Flahive verify that I have utilized the Telecommunications Application Form for Detariffing and Related Actions provided by the Commission and that all of the information submitted here, and all additional information submitted in connection with this case, is true and correct to the best of my knowledge.

*(Signature and Title) /s/ Carolyn S. Flahive, Esq. (Date) May 17, 2011

**Verification is required for every filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.*

Send your completed Application Form, including all required attachments as well as the required number of copies, to:

**Public Utilities Commission of Ohio
Attention: Docketing Division
180 East Broad Street, Columbus, OH 43215-3793**

Or

Make such filing electronically as directed in Case No 06-900-AU-WV

EXHIBIT A
(Existing Affected Tariff Pages)

PNG Telecommunications, Inc.
d/b/a PowerNet Global Communications
d/b/a CrossConnect
d/b/a Thrive Communications

P.U.C.O. Tariff No. 1
Replaces P.U.C.O Tariff No. 1 in its entirety
Title Page

(T)
(T)

OHIO TELECOMMUNICATIONS TARIFF

applicable to

Competitive Local Exchange Carrier Services

provided by

PNG TELECOMMUNICATIONS, INC.
d/b/a PowerNet Global Communications
100 Commercial Drive
Fairfield, OH 45014

**Regulations and Schedule of Charges Applying to
Competitive Facilities-Based and Resold Local
Exchange Telecommunications Services**

(Replaces PNG Telecommunications, Inc. P.U.C.O. Tariff No. 1 in its entirety)

This tariff ("Tariff") contains the descriptions, regulations, and rates applicable to the furnishing of competitive, presubscribed Local Exchange telecommunications Services provided by PNG Communications, Inc. d/b/a PowerNet Global Communications ("Company") within the State of Ohio. This Tariff is on file with the Public Utilities Commission of Ohio. Copies may be inspected during normal business hours at Company's principal place of business: 100 Commercial Drive, Fairfield, Ohio 45014.

Issued: January 13, 2010

Effective Date: December 20, 2009

Dennis Packer, General Counsel
PNG Telecommunications, Inc.
100 Commercial Drive
Fairfield, Ohio 45014

Issued under authority of the Public Utilities Commission of Ohio, pursuant to Commission Order
Dated December 20, 2009, in Case No. 09-1838-TP-ACN

PNG Telecommunications, Inc.
d/b/a PowerNet Global Communications

P.U.C.O. Tariff No. 1
Replaces P.U.C.O Tariff No. 1 in its entirety
4th Revised Page No. 1
Replaces 3rd Revised Page No. 1

CHECKLIST

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.

Page	Version	Page	Version	Page	Version	Page	Version
Title	Original						
1	4 th Revised*	31	Original	61	Original	89	1 st Revised*
2	Original	32	Original	62	Original	90	1 st Revised
3	1st Revised	33	Original	63	Original	91	1st Revised
4	Original	34	Original	64	Original	92	1st Revised
5	Original	35	Original	65	Original	93	Original
6	Original	36	1st Revised	66	Original	94	1st Revised
7	Original	37	1st Revised	67	Original	95	1st Revised
8	Original	38	Original	68	1st Revised	96	1st Revised
9	Original	39	Original	69	2 nd Revised	97	1st Revised
10	Original	40	Original	70	Original	98	1st Revised
11	Original	41	1st Revised	71	Original	99	1st Revised
12	Original	42	1st Revised	72	Original	100	1st Revised
13	Original	43	1st Revised	73	Original	101	1st Revised
14	Original	44	1st Revised	74	Original	102	1st Revised
15	Original	45	Original	75	Original	103	1st Revised
16	Original	46	Original	76	Original	104	1st Revised
17	1st Revised	47	1st Revised	77	Original	105	1st Revised
18	Original	48	1st Revised	78	Original	106	1st Revised
19	Original	49	Original	79	Original		
20	Original	50	Original	80	Original		
21	Original	51	1st Revised	80.1	Original		
22	Original	52	1st Revised	81	1 st Revised		
23	Original	53	Original	82	Original		
24	Original	54	Original	83	Original		
25	Original	55	Original	84	Original		
26	Original	56	Original	85	1st Revised		
27	Original	57	1st Revised	86	1st Revised		
28	Original	58	1st Revised	87	Original		
29	Original	59	Original	88	Original		
30	Original	60	Original				

* New/Revised Page this issue

Issued: January 21, 2010

Effective

Date: January 21, 2010

Dennis Packer, General Counsel
PNG Telecommunications, Inc.
100 Commercial Drive
Fairfield, Ohio 45014

Issued under authority of the Public Utilities Commission of Ohio, pursuant to Commission
Order Dated September 30, 1999, in Case No. 98-1094-TP-ACE

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100 Commercial Drive
Fairfield, Ohio 45014

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Order Dated September 30, 1999, in Case No. 98-1094-TP-ACE

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Issued: June 6, 2008

Effective Date: June 6, 2008

Dennis Packer, General Counsel
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100 Commercial Drive
Fairfield, Ohio 45014

Issued under authority of the Public Utilities Commission of Ohio, pursuant to Commission
Order Dated September 30, 1999, in Case No. 98-1094-TP-ACE

EXPLANATION OF SYMBOLS

The following symbols shall be used in this Tariff for the purposes indicated below.

- (C) To signify changed listing, rule, or condition which may affect rates or charges.
- (D) To signify discontinued material, including listing, rate, rule or condition.
- (I) To signify a rate increase.
- (M) To signify material relocated from or to another part of Tariff schedule with no change in text, rate, rules or conditions.
- (N) To signify new materials including listing, rate, rule or condition.
- (R) To signify a rate reduction.
- (T) To signify change in wording of text but not change in rate, rule or condition.

Issued: January 8, 2007

Effective Date: March 5, 2007

Dennis Packer, General Counsel
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100 Commercial Drive
Fairfield, Ohio 45014

Issued under authority of the Public Utilities Commission of Ohio, pursuant to Commission
Order Dated September 30, 1999, in Case No. 98-1094-TP-ACE

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 Commission. For example, the 4th revised Page 14 cancels the 3rd Revised Page 14. Because of various suspension periods, deferrals, etc. the Commission follows in 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 Commission, 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 Commission.

Issued: December 21, 2006

Effective Date: February 19, 2007

Dennis Packer, General Counsel
PNG Telecommunications, Inc.
100 Commercial Drive
Fairfield, Ohio 45014

Issued under authority of the Public Utilities Commission of Ohio, pursuant to Commission
Order Dated September 30, 1999, in Case No. 98-1094-TP-ACE

SECTION 1 – APPLICATION OF TARIFF

- 1.1. This Tariff contains the regulations and rates applicable to furnishing of local exchange telecommunications Services provided by Company to Customers for telecommunications between points within the State of Ohio. Company's Services are furnished subject to the availability of facilities and subject to the terms and conditions of this Tariff.
- 1.2. Company has been authorized to provide competitive Local Exchange Services in the area of Ohio currently served by SBC Communications, Inc. and Verizon North.
- 1.3. 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.
- 1.4. 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.
- 1.5. The rates, rules, terms and conditions contained herein are subject to change pursuant to the rules and regulations of the Commission.
- 1.6. 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.
- 1.7. The Company's Services herein are offered pursuant to the Minimum Telephone Service Standards (MTSS), with which the Company will comply.
- 1.8. This Tariff will be maintained and made available for inspection by any Customer at Company's principal business office at 100 Commercial Drive, Fairfield, OH 45014 and on the Company's web site, www.powernetglobal.com.

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Dennis Packer, General Counsel
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100 Commercial Drive
Fairfield, Ohio 45014

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Order Dated September 30, 1999, in Case No. 98-1094-TP-ACE

SECTION 2 – DEFINITIONS

Certain terms used generally throughout this Tariff for Communications Service of this Company are defined below.

- 2.1. **Access Line:** A circuit providing Exchange Service between a Customer's standard network interface and a serving switching center.
- 2.2. **Advance Payment:** Part or all of a payment required before the start of Service.
- 2.3. **Applicant:** The individual, firm, partnership, association, corporation, municipality, cooperative organization, governmental agency, etc., which has applied to the Company for Services provided pursuant to this Tariff.
- 2.4. **Authorized User:** A person, firm or corporation which is authorized by the Customer to be connected to or use the Service of the Customer.
- 2.5. **B Channel:** Provides one voice or data Channel on the Primary Rate Interface or Primary Rate Port to the PSTN.
- 2.6. **Basic Local Exchange Service:** 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.
- 2.7. **Business Customer:** 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.

Issued: December 21, 2006

Effective Date: February 19, 2007

Dennis Packer, General Counsel
PNG Telecommunications, Inc.
100 Commercial Drive
Fairfield, Ohio 45014

Issued under authority of the Public Utilities Commission of Ohio, pursuant to Commission Order Dated September 30, 1999, in Case No. 98-1094-TP-ACE

SECTION 2 – DEFINITIONS, Continued

- 2.8. Business Service:** 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.
- 2.9. Called Station:** The terminating point of a call (i.e., the called number).
- 2.10. Carrier:** An entity certified by the Commission to provide telecommunications Services within Ohio. Companies providing telecommunications Services but for which certification is not required by Commission are also included in this definition.
- 2.11. Channel:** A communications path between two or more points of termination.
- 2.12. Commission:** Public Utilities Commission of Ohio.
- 2.13. Commission Rule(s):** The rules of the Public Utilities Commission of Ohio as set forth in the Ohio Administrative Code (OAC).
- 2.14. Company:** PNG Telecommunications, Inc., the issuer of this Tariff.
- 2.15. Customer Premises:** A location(s) designated by the Customer for the purposes of connecting to Company's Services.

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Order Dated September 30, 1999, in Case No. 98-1094-TP-ACE

SECTION 2 – DEFINITIONS, Continued

- 2.16. **Customer:** The person, firm or corporation which purchases Service and is responsible for the payment of charges and compliance with the Company's regulations.
- 2.17. **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.
- 2.18. **Denied Service Restoral Charge:** 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.
- 2.19. **Disconnect or Disconnection:** The termination of a circuit connection between the Originating Station and the Called Station or Company's operator.
- 2.20. **Discontinue or Discontinuance:** A permanent cessation of telephone services.
- 2.21. **End User:** Any person, firm, corporation, partnership or other entity which uses the Services of PNG under the provisions and regulations of this Tariff. The End User is responsible for payment unless the charges for the Services utilized are accepted and paid by another Customer.
- 2.22. **End User Common Line Charge:** Charge assessed for each line between the premises of an end user and a Class 5 office that is used for local exchange service transmissions. The charge is compensation for use of the local loop for the purposes of originating/terminating interLATA long distance calls.
- 2.23. **Exchange:** A basic unit for the administration of communication Services in a specified area, called the Exchange Area. It usually consists of one or more central offices together with the associated plant used in furnishing communication Service in that area.
- 2.24. **Exchange Area:** The territory included within the boundaries of an Exchange, as shown on maps on file with the Commission.

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Effective Date: February 19, 2007

Dennis Packer, General Counsel
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Order Dated September 30, 1999, in Case No. 98-1094-TP-ACE

SECTION 2 – DEFINITIONS, Continued

- 2.25. Facility:** Includes, in the aggregate or otherwise, but is not limited to, the following:

Channels	Lines
Apparatus	Devices
Equipment	Accessories
Communications paths	Systems

which are provided by Company and utilized by it in the furnishing of telecommunications Services or which are provided by a Customer and used for telecommunications purposes.

- 2.26. Holidays:** New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, or any day which is a legally observed federal government holiday.
- 2.27. Installation Charges:** Charges, which are assessed on a non-recurring basis at the establishment of a Service. The terms "Installation Charges" and "non-recurring charges" are used inter-changeably within this Tariff to refer to non-variable charges.
- 2.28. Interexchange:** Telephone calls, traffic, Facilities or other items that originate in one Exchange and terminate in another.
- 2.29. InterLATA:** A term used to describe Services, functions, etc., that relate to telecommunications originating in one LATA and terminating outside of the originating LATA.
- 2.30. IntraLATA:** A term used to describe Services, revenues, functions, etc., that relate to the telecommunications that originate and terminate within the same LATA.
- 2.31. LATA:** A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4.

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Effective Date: February 19, 2007

Dennis Packer, General Counsel
PNG Telecommunications, Inc.
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SECTION 2 – DEFINITIONS, Continued

- 2.32. Line Restoral Charge:** A charge applying to the restoral of service to each local exchange line, PBX trunk or WATS access line suspended at the request of the Customer or End User.
- 2.33. Local Calling Area:** One or more rate centers within which a Customer can place calls without incurring long-distance (toll) charges.
- 2.34. Local Exchange Carrier:** A company which furnishes Local Exchange telecommunications Service.
- 2.35. Local Exchange Service:** The furnishing of telecommunications Service to individual Residence and Business Customers within a specified geographical area for Basic Local Exchange Service.
- 2.36. Major Service Interruption:** An interruption of Customer Service due to the Company's negligence or due to its noncompliance with the provisions of this Tariff.
- 2.37. MTSS:** Minimum Telephone Service Standards
- 2.38. Operator Dialed Charge:** The End User places the call without dialing the destination number, although the capability to do it himself exists. The End User will dial "0" for local calls and "00" for long distance calls and then requests the operator to dial the Called Station.
- 2.39. Operator Dialed:** Applies a surcharge to operator Station, person-to-person, station collect, person collect and third party rated calls when the Customer has the capacity of dialing all the digits necessary to complete a call, but elects to dial only the appropriate operator code and requests the operator to dial the Called Station.
- 2.40. Outage:** An interruption of the local, toll or 9-1-1 service of a substantial number of the local serving area's subscribers (the smaller of twenty-five (25%) or 2,000 of the local serving area's access lines) for a time period in excess of one hour.
- 2.41. Premises:** The space occupied by a Customer or Authorized User in a building or buildings or contiguous property (except railroad rights-of-way, etc.) not separated by a highway.

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Dennis Packer, General Counsel
PNG Telecommunications, Inc.
100 Commercial Drive
Fairfield, Ohio 45014

Issued under authority of the Public Utilities Commission of Ohio, pursuant to Commission Order Dated September 30, 1999, in Case No. 98-1094-TP-ACE

SECTION 2 – DEFINITIONS, Continued

- 2.42. Primary Rate Interface ("PRI"):** 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.
- 2.43. Primary Rate Port:** A PRI connection that does not include the facility between the Customer's premises and the PRI serving office. The connection is made using a transport facility purchased separately and must be at a minimum DS1 level.
- 2.44. Recurring Charges:** The monthly charges to the Customer for Services, Facilities and equipment, which continue for the agreed upon duration of the Service.
- 2.45. Residential Customer:** A Residential Customer is a person to whom telecommunications Services are furnished by PNG predominantly for personal or domestic purposes at the person's dwelling.
- 2.46. Residential Service:** Service will be classified as Residential Service if none of the conditions of Business Service preceding apply, and:
- A. The use of the Service is primarily and substantially of a social or domestic nature, and
 - B. Service is located in a residence or, in the case of a combined business and residence Premises, the Service is located in a bona fide residential quarters of such Premises while Business Service is located in the business quarters of the same Premises.
- 2.47. Service Commencement Date:** The first day following the date on which the Company notifies the Customer that the requested Service or Facility is available for use, unless extended by the Customer's refusal to accept Service which does not conform to standards set forth in the Service Order or the tariffs of the Company, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date.

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Dennis Packer, General Counsel
PNG Telecommunications, Inc.
100 Commercial Drive
Fairfield, Ohio 45014

SECTION 2 – DEFINITIONS, Continued

- 2.48. Service Order:** The written request for Company Services submitted by the Customer in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth herein and pursuant to the tariffs of the Company, but the duration of the Service is calculated from the Service Commencement Date.
- 2.49. Service(s):** The telecommunications Services that Company offers pursuant to this Tariff. *See also Tier I and Tier II Services.*
- 2.50. Station:** Telephone equipment from or to which calls are placed.
- 2.51. Station-to-Station:** Station-to-station calls are those calls where the person originating the call to an operator does not specify any particular person, station point or department. The call may be billed to the called party.
- 2.52. Suspend or Suspension:** The temporary cessation of individual telecommunications services to Customers, which may be followed by Disconnection.
- 2.53. Telecommunications Relay Service (TRS):** Enables deaf, hard-of-hearing or speech-impaired persons who use a text telephone or similar devices, to communicate freely with the hearing population not using text telephone and visa versa.

Issued: December 21, 2006

Effective Date: February 19, 2007

Dennis Packer, General Counsel
PNG Telecommunications, Inc.
100 Commercial Drive
Fairfield, Ohio 45014

Issued under authority of the Public Utilities Commission of Ohio, pursuant to Commission Order Dated September 30, 1999, in Case No. 98-1094-TP-ACE

SECTION 2 – DEFINITIONS, Continued

- 2.54. Tier I Services:** Include Basic Local Exchange Service as defined in Section 49270.01 of the Ohio Revised Code and the following services as indicated in Commission Rule 4901:1-6-20. Tier I services are tarified herein at maximum and actual rates per Commission Rule 4901:1-6-20(B)(1)(b).

Tier 1 core services

- (i) Basic local exchange service.
- (ii) Basic caller identification (number delivery only services).

Tier 1 non-core services

- (i) Second and third local exchange service access lines.
- (ii) Call waiting.
- (iii) Call trace (*57).
- (iv) Centrex access lines.
- (v) Private branch exchange (PBX) trunks.
- (vi) Per line number identification blocking.
- (vii) Nonpublished number service.
- (viii) N-1-1 access and usage, unless exempted.

- 2.55. Tier II Services:** Tier II services include services that do not fall under Tier I. Tier II services include the Company's local/long distance/custom calling services packages, pursuant to Commission Rule 4901:1-6-21(C)(2). Tier II services are not subject to maximum rate regulation and, thus, are tarified herein at actual rates.
- 2.56. User:** A Customer or any other person, whether authorized or not, using Service provided to the Customer under a Company tariff.
- 2.57. White Pages Directory Listing or Directory Listing:** A Directory Listing found in the local White Pages telephone directory.

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SECTION 3 – RULES AND REGULATIONS

3.1. UNDERTAKING OF THE COMPANY

- 3.1.1.** The Company does not undertake to transmit messages but offers the use of its Facilities for the transmission of communications.
- 3.1.2.** 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.
- 3.1.3.** 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.

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SECTION 3 – RULES AND REGULATIONS, Continued

3.2. DESCRIPTION OF SERVICE

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. Pursuant to Chapter 49 of the Ohio Revised Code, all services furnished by the Company pursuant to this tariff are classified as local exchange services.

3.3. 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.

3.4. SHORTAGE OF EQUIPMENT OR FACILITIES

3.4.1. 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.

3.4.2. 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.

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SECTION 3 - RULES AND REGULATIONS, Continued

3.5. TERMS AND CONDITIONS

- 3.5.1. Residential Customers may cancel Service at any time. Commercial Customers may cancel Service at any time unless prohibited by a Customer executed agreement.
- 3.5.2. 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.
- 3.5.3. 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.
- 3.5.4. 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 the Discontinuance. The rights and obligations which by their nature extend beyond the Discontinuance of the term of the Service Order shall survive such Discontinuance.
- 3.5.5. The tariffs of the Company shall be interpreted and governed by the laws of the State of Ohio without regard for its choice of laws provision.
- 3.5.6. PNG may act as the customer's agent for ordering access to connection facilities provided by other carriers or entities, when authorized by the customer, to allow provision of services by PNG. The customer will be responsible for all charges due for such service arrangement. All orders for switching a customer's Primary Interexchange Carrier will be verified according to the procedures set forth by the Federal Communications Commission in 47 C.F.R. §§ 64.1100-64.1101. (N)
- 3.5.7. All practices of the Company pertaining to the provision of toll Service shall also conform to the MTSS. Customers have certain rights and responsibilities under the Minimum Telephone Service Standards. These safeguards can be found in the Appendix to Ohio Adm. Code 4901:1-5-03, which is entitled "Telephone Customer Rights and Responsibilities." These rights and responsibilities include complaint handling, ordering or changing service, service repair, payment of bills, and disconnection and reconnection of service. (N)

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SECTION 3 – RULES AND REGULATIONS, Continued

3.6. LIABILITY OF THE COMPANY

3.6.1. 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.

3.6.2. 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:

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SECTION 3 – RULES AND REGULATIONS, Continued

3.6. LIABILITY OF THE COMPANY, Continued

3.6.2. Limits of Liability:

- 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, pursuant to 4901:1-5-16 O.A.C.
- 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 3 – RULES AND REGULATIONS, Continued

3.6. LIABILITY OF THE COMPANY, Continued

3.6.2. Limits of Liability, Continued

- 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 or 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.

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SECTION 3 – RULES AND REGULATIONS, Continued

3.6. LIABILITY OF THE COMPANY, Continued

3.6.2. Limits of Liability, Continued

- 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) pursuant to Chapter 4901:1-5-16 O.A.C., or
 2. not prevented by Customer-provided equipment but which would have been prevented had Company-provided equipment been used.
- 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 or lost profits, 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

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SECTION 3 – RULES AND REGULATIONS, Continued

3.6. LIABILITY OF THE COMPANY, Continued

3.6.2. Limits of Liability, Continued

- 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 3 – RULES AND REGULATIONS, Continued

3.6. LIABILITY OF THE COMPANY, Continued

3.6.3. 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

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SECTION 3 – RULES AND REGULATIONS, Continued

3.6. LIABILITY OF THE COMPANY, Continued

3.6.3. Indemnification, Continued

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.
- 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 3.6.3 (F) as a condition precedent to such installations.

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SECTION 3 – RULES AND REGULATIONS, Continued

3.6. LIABILITY OF THE COMPANY, Continued

3.6.3. Indemnification, Continued

- 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.**

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SECTION 3 – RULES AND REGULATIONS, Continued

3.6. LIABILITY OF THE COMPANY, Continued

3.6.3. Indemnification, Continued

- 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 pursuant to Section 3.6.2., or for any failure to provide or maintain Service at any particular performance level, unless required by Ohio law or Commission rules and regulations.
- 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.

3.7. NOTIFICATION OF SERVICE-AFFECTING ACTIVITIES

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

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SECTION 3 – RULES AND REGULATIONS, Continued

3.8. PROVISION OF EQUIPMENT AND FACILITIES

- 3.8.1.** 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.
- 3.8.2.** Pursuant to Rule 4901:1-5-20(C), Company will make Service available to Customers on or before a particular date, subject to compliance by the Customer with the provisions of this Tariff.
- 3.8.3.** The Company will comply with the provisions of Rule 4901:1-5-16(C)(2) regarding timing of installation of new access line Service and associated features. The Company will provide Customer credits as required, except where such credits are inapplicable as set forth therein.
- 3.8.4.** The Company will comply with the provisions of Commission Rule 4901:1-5-16(E) with respect to missed appointments, and will provide Customer credits as required, except where such credits are inapplicable as set forth therein.
- 3.8.5.** 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.
- 3.8.6.** 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.
- 3.8.7.** 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.

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SECTION 3 – RULES AND REGULATIONS, Continued

3.8. PROVISION OF EQUIPMENT AND FACILITIES, Continued

- 3.8.8.** 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
 - 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.

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SECTION 3 – RULES AND REGULATIONS, Continued

3.9. NONROUTINE 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.

3.10. 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.

3.11. 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.

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SECTION 3 – RULES AND REGULATIONS, Continued

3.12. 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.

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SECTION 3 – RULES AND REGULATIONS, Continued

3.13. OBLIGATIONS OF THE CUSTOMER

The Customer shall be responsible for:

- 3.13.1.** the payment of all applicable charges pursuant to the tariffs of the Company;
- 3.13.2.** 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;
- 3.13.3.** 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;
- 3.13.4.** 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;

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SECTION 3 – RULES AND REGULATIONS, Continued

3.13. OBLIGATIONS OF THE CUSTOMER, Continued

- 3.13.5.** 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;
- 3.13.6.** identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;
- 3.13.7.** 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 3.13.4; 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;
- 3.13.8.** not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; and
- 3.13.9.** 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 3 – RULES AND REGULATIONS, Continued

3.13. OBLIGATIONS OF THE CUSTOMER, Continued

- 3.13.10. Establishing Financial Responsibility -** The Company, in order to assure the payment of it's charges for service, will require applicants and Customers to establish and maintain financial responsibility. The establishment or re-establishment of financial responsibility as provided in this Section shall not relieve the applicant or Customer from compliance with the other provisions of this Tariff as to deposit's and the payment of bills, and shall in no way modify the provisions regarding disconnection and termination of service for failure to pay bills due for service furnished.

Pursuant to Chapter 4901:1-17-03, Applicants will be deemed to have established financial responsibility if:

- A. The applicant is the owner of the premises to be served or of other real estate within the territory served by the utility and has demonstrated financial responsibility; or
- B. The applicant demonstrates that he/she has had the same class and a similar type of utility service within a period of twenty-four consecutive months preceding the date of application, unless utility records indicate that the applicant's service was disconnected for nonpayment during the last twelve consecutive months of service, or the applicant had received two consecutive bills with past due balances during that twelve-month period and provided further that the financial responsibility of the applicant is not otherwise impaired.
- C. Pursuant to Chapter 4901:1-17-03(A)(2) O.A.C., the Applicant responds in a manner satisfactory to the Company to a set of standard questions, known as the Credit Evaluation Process (CEP). The applicant may be required to provide proof in support of these responses.
- D. The applicant pays a cash deposit to the Company In accordance with Chapter 4901:1-17-05 O.A.C. as set forth in Section 3.18. below.
- E. The applicant provides a written guarantee of payment for service by a guarantor that has established financial responsibility pursuant to Chapter 4901:1-17-03(A) O.A.C.

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SECTION 3 – RULES AND REGULATIONS, Continued

3.14. PROHIBITED USES

- 3.14.1.** 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.
- 3.14.2.** 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.
- 3.14.3.** 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.
- 3.14.4.** 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.
- 3.14.5.** 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 3 – RULES AND REGULATIONS, Continued

3.14. PROHIBITED USES, Continued

- 3.14.6.** 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.
- 3.14.7.** A Customer may not use the Services in any manner so as to annoy, abuse, threaten, or harass other persons.
- 3.14.8.** 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.
- 3.14.9.** Customer use of any resold Service obtained from other service providers shall also be subject to any applicable restrictions imposed by the underlying providers.
- 3.14.10.** 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.
- 3.14.11.** 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.

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SECTION 3 - RULES AND REGULATIONS, Continued

3.15. 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.

3.16. BILLING AND COLLECTION OF CHARGES

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SECTION 3 - RULES AND REGULATIONS, Continued

3.16. BILLING AND COLLECTION OF CHARGES, Continued

- 3.16.1** Late payment charges of one and one-half (1.5) percent may be added to any unpaid balance brought forward from the previous billing date to cover the cost of collection and carrying accounts in arrears.

(D)

(D)

3.17. ADVANCE PAYMENTS

- 3.17.1.** 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. The Advance Payment will be credited to the Customer's initial bill and may be required in addition to a deposit.
- 3.17.2.** A Customer whose Service has been discontinued for nonpayment of bills will be required to pay the unpaid balance due Company and may be required to pay reconnect charges.

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SECTION 3 – RULES AND REGULATIONS, Continued

3.18. DEPOSITS

3.18.1. General

- A. Applicants for Service or existing Customers whose financial condition is not acceptable to the Company, or is not a matter of general knowledge, may be required at any time to provide the Company a security deposit. All deposits will be handled in accordance with the provisions of Commission Rules 4901:1-17-04, 4901:1-17-05, 4901:1-17-06, 4901:1-17-07 and 4901:1-5-13. The deposit requested will be in cash or the equivalent of cash, and will be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. A deposit may be waived if the applicant is a satisfactory credit risk.
- B. Company may require a deposit from an existing business Customer as a condition to the further provision of Service if, according to Company's assessment, the Customer has become a credit risk, pursuant to Commission Rules 4901:1-1-17-04 and 4901:1-5-13.
- C. Company will calculate the maximum deposit required from an applicant for Service or an existing Customer by using one of the two methods outlined in Commission Rule 4901:1-5-13(B).
- D. Customers may satisfy deposit requirements, pursuant to the MTSS, by the following methods:
 - 1. In cash,
 - 2. By an acceptable bank letter of credit,
 - 3. Through an acceptable third-party guarantee, or
 - 4. Other forms of security acceptable to Company.

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SECTION 3 – RULES AND REGULATIONS, Continued

3.18. DEPOSITS

3.18.1. General, Continued

- E Deposits will be refunded to Customers, along with accrued interest, according to the provisions of Commission Rule 4901-17-06.
- F Deposits held for less than 180 days shall not accrue interest. Interest on intrastate deposits held for 180 days or longer will accrue interest at the rate prescribed in Commission Rule 4901:1-17-05.
- G When Service has been Disconnected, Company will deduct any and all unpaid amounts from the deposit, and the difference will be refunded, if applicable.

3.18.2. Services for Which Non-Payment May or May Not Result in Discontinuance

- A Non-payment of noncompetitive tariffed services, regulated by Commission, billed on a Customer's local Service account may result in Discontinuance of that Customer's local telephone Service. Examples of Services which non-payment of will not result in the Discontinuance of local Service are: toll Services (inter or intraLATA), voice mail, Internet, paging and any charges not billed on behalf of the Company, i.e., charges billed for long distance Carriers and non-telecommunications carriers; and federally-imposed Customer charges and taxes (and certain state and local charges and taxes) such as the subscriber line charge, local number portability charge, and E911 tax. The Company will note on the Customer bill those items that non-payment of may lead to Discontinuance of local telephone Service.
- B The Company will not Discontinue Customers' local Service for non-pay of regulated noncompetitive tariffed Services without first giving the Customer written notice as provided in Section 3.19. of this Tariff.

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SECTION 3 - RULES AND REGULATIONS, Continued

3.19. DISCONNECTION OR SUSPENSION OF SERVICE BY COMPANY

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SECTION 3 - RULES AND REGULATIONS, Continued

3.19. DISCONNECTION OR SUSPENSION OF SERVICE BY COMPANY, Continued

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SECTION 3 - RULES AND REGULATIONS, Continued

3.19. DISCONNECTION OR SUSPENSION OF SERVICE BY COMPANY, Continued

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SECTION 3 - RULES AND REGULATIONS, Continued

3.19. DISCONNECTION OR SUSPENSION OF SERVICE BY COMPANY, Continued

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SECTION 3 – RULES AND REGULATIONS, Continued

3.19. DISCONNECTION OR SUSPENSION OF SERVICE BY COMPANY

3.19.2. Bundled Services

- A. The Company offers bundled Services including Local Exchange Service, intrastate and interstate long distance service and custom calling features. The Company will comply with the provisions of Commission Rules 4901:1-5-17 and the provisions of Commission Rule 4901:1-6(C)(2)(b) (as set forth in B and C below) in Disconnecting Service where a customer subscribes to the Company's bundled Services.
- B. In order to insure that Local Exchange Service is not Disconnected for nonpayment of toll and/or nonregulated services, the Company will comply with the following as provided in Commission Rule 4901:1-6-21(C)(2)(b):
 - 1. If a Customer fails to submit timely payment sufficient to cover the entire amount of the regulated and unregulated bundled packaged rate, the Company may discontinue the provision of any regulated and unregulated Services, other than basic Local Exchange Service, if payment is sufficient to cover the rate for basic Local Exchange Service.
 - 2. The rate for basic Local Exchange Service will be the Tariffed rate for stand-alone basic Local Exchange Service. If the Company does not offer basic Local Exchange Service on a stand-alone basis, the Company will identify an amount in the Tariff for the basic Local Exchange Service component of the package. In no event shall the amount for basic Local Exchange Service exceed the packaged rate.
 - 3. If the Customer loses Services included in the package due to nonpayment or partial payment pursuant to this Rule, the Customer will be entitled to add, change, or discontinue any regulated services provided according to the Company's normal procedures for adding, changing or discontinuing such Services.

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SECTION 3 – RULES AND REGULATIONS, Continued

3.19. DISCONNECTION OR SUSPENSION OF SERVICE BY COMPANY

3.19.2. Bundled Services, Continued

- C. **Disconnection Notice** – The Company will, in its notice of Disconnection for nonpayment, state the total amount due to avoid discontinuance of the package, as well as the total amount due to avoid discontinuance of the basic Local Exchange Service component of the package.
- D. The Commission has established a policy¹ under which procedural and substantive safeguards are afforded to applicants and subscribers of local exchange service pertaining to billing for toll service and to subscribers for toll service, regardless of whether such service is provided by a local exchange company or another toll service provider pursuant to Chapter 4901:1-5, O.A.C.,. All practices of the Company, pertaining to either the provision of its own toll service, if any, or as a duly authorized agent for another toll service provider, shall conform with this policy.

¹ Case No. 95-79Q-TP-COL

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SECTION 3 - RULES AND REGULATIONS, Continued

3.19. DISCONNECTION OR SUSPENSION OF SERVICE BY COMPANY, Continued

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SECTION 3 - RULES AND REGULATIONS, Continued

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SECTION 3 – RULES AND REGULATIONS, Continued

3.21. 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.

3.22. SUSPENSION OR DISCONTINUANCE OF SERVICE BY CUSTOMER

3.22.1. 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.

3.22.2. The Customer remains responsible for all Service charges until the day and time on which Service is actually Suspended or Discontinued.

3.22.3. 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.

3.22.4. If the Customer Discontinues Service after Company has completed installation, the charge set forth in Subsection 3.22.3 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 4 will apply.

3.22.5. 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.

3.22.6. Customers must pay a Line Restoral Charge prior to Restoral of Service Suspended at Customer's request.

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SECTION 3 – RULES AND REGULATIONS, Continued

3.22. SUSPENSION OR DISCONTINUANCE OF SERVICE BY CUSTOMER, Continued

3.22.7. 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.

3.23. TAXES

The Customer is responsible for the payment of 911 taxes, Telecommunications Relay Service, Local Number Portability, and Rights of Way fees, Federal excise taxes, gross receipts, access, state and local sales and use taxes and all taxes, fees, surcharges (however designated) and other exactions imposed on the Company or its Services by governmental jurisdictions, other than taxes imposed generally on corporations. Any taxes imposed by a local jurisdiction (e.g. county and municipal taxes) will only be recovered from those Customers residing in the affected jurisdictions. All such taxes, fees, and charges shall be separately designated on the Company's invoices, and are not included in the tariffed rates. It should be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively.

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SECTION 3 - RULES AND REGULATIONS, Continued

3.24. (Reserved for Future Use), Continued

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SECTION 3 – RULES AND REGULATIONS, Continued

3.25. NOTICES AND COMMUNICATIONS

- 3.25.1.** 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.
- 3.25.2.** 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.
- 3.25.3.** 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.
- 3.25.4.** 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 3 – RULES AND REGULATIONS, Continued

3.26. 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.

3.27. STATION EQUIPMENT

- 3.27.1.** 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.
- 3.27.2.** 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.
- 3.27.3.** 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.
- 3.27.4.** 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 3 – RULES AND REGULATIONS, Continued

3.28. INTERCONNECTION OF FACILITIES

- 3.28.1.** 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.
- 3.28.2.** 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.
- 3.28.3.** 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.

3.29. 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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Fairfield, Ohio 45014

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SECTION 3 – RULES AND REGULATIONS, Continued

3.30. INSPECTIONS

- 3.30.1.** 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 3.8 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.
- 3.30.2.** 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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PNG Telecommunications, Inc.
d/b/a PowerNet Global Communications

P.U.C.O. Tariff No. 1
Replaces P.U.C.O Tariff No. 1 in its entirety
1st Revised Page No. 56
Cancels Original Page No. 56

SECTION 3 - RULES AND REGULATIONS, Continued

3.31. (Reserved for Future Use)

(D)

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Replaces P.U.C.O Tariff No. 1 in its entirety
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SECTION 3 - RULES AND REGULATIONS, Continued

3.31. (Reserved for Future Use), Continued

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SECTION 3 – RULES AND REGULATIONS, Continued

3.32. SPECIAL CONSTRUCTION

3.32.1. 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 3 – RULES AND REGULATIONS, Continued

3.32. SPECIAL CONSTRUCTION, Continued

3.32.2. 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.

3.32.3. 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 3 – RULES AND REGULATIONS, Continued

3.32. SPECIAL CONSTRUCTION, Continued

3.32.3. Basis for Cost Computation

- 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

3.32.4. 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 3 – RULES AND REGULATIONS, Continued

3.33. 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.

3.34. 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. The Company will submit its Promotions by letter to the Commission Staff outlining the promotion, listing the tariffed item being promoted, and the promotion's start and end dates in lieu of filing language in the tariff.

3.35. INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS

- A. 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.
- B. Except as otherwise detailed in the Local Competition Guidelines (Case No. 95-845-TP-COI), a Commission approval of contracts does not constitute a determination of the reasonableness of termination liability provisions.

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SECTION 3 – RULES AND REGULATIONS, Continued

3.36. TELECOMMUNICATIONS RELAY SERVICE (TRS)

Enables deaf, hard-of-hearing or speech-impaired persons who use a Text Telephone (TT) similar devices to communicate freely with the hearing population not using TT and visa versa. A Customer will be able to access the state provider to complete such calls. The Company will impose a surcharge to all Customers at a level determined by the Commission. The customer may access TRS via the Company by either TRS's toll free 800 number or by dialing the 711 service access code.

3.37. EDUCATION DISCOUNTS

An Educational Discount of 10% applies to all Elementary and Secondary schools which are chartered by the State Board of Education pursuant to Section 3301.16 of the Ohio Revised Code. Educational Discounts apply to services provided for the sole use of the schools as defined above. The discount is applicable to the total bill amount of all of the Company's regulated tariffed recurring, nonrecurring and usage charges.

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SECTION 4 – DESCRIPTION OF SERVICE AND RATES

4.1. BASIC LOCAL EXCHANGE SERVICE

4.1.1. Description of Services

The Company provides switched, telephonic-quality voice Services that enable Users to communicate on a real-time basis between points in the State of Ohio, as well as ancillary Services that facilitate the use or expand the capabilities of switched communications Services. Services may be provided by Company through resale of services provided by other telephone companies.

A. **Basic Local Exchange Service** – provides a Customer with a telephonic connection to, and a unique telephone number on, PNG's switching network which enables the Customer to:

1. receive calls from other Stations on the public switched telephone network;
2. access Company's Local Calling Services and other Services as set forth in this Tariff;
3. access Interexchange calling Services of Company and of other Carriers;
4. access (at no additional charge) to Company's operators and business office for Service related assistance;
5. access toll-free telecommunications Services such as 800 NPA; and access toll-free emergency Services by dialing 0 or 9-1-1 (where available);
6. access relay Services for the hearing and/or speech impaired.

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SECTION 4 – DESCRIPTION OF SERVICE AND RATES

4.1. BASIC LOCAL EXCHANGE SERVICE, Continued

4.1.1. Description of Services, Continued

A. Continued

Basic Local Exchange Service can also be used to originate calls to other telephone companies' caller-paid information Services (e.g. NPA 700, 900, NXX 976, etc.). Calls to those numbers and other numbers used for caller-paid information Services will be blocked by Company's switch at no charge upon Customer request. Company Customers may also be provided with Collect Call Blocking, Person-to-Person and Third Party Billing blocking service upon request. Each Basic Local Exchange Service corresponds to one or more telephonic communications Channels that can be used to place or receive one call at a time.

- B. Exchange Access Line – Individual line Residence and Business Service is comprised of Exchange Access Lines defined as the Service Central Office line equipment and all Company plant Facilities up to the demarcation point. These Facilities are Company-provided and maintained and provide access to and from the telecommunications network for message toll Service and for local calling appropriate to the Tariffed use offering selected by the Customer.**

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SECTION 4 – DESCRIPTION OF SERVICE AND RATES, Continued

4.1. BASIC LOCAL EXCHANGE SERVICE, Continued

4.1.1. Description of Services, Continued

C. Timing of Calls

1. Calls are billed in one (1) minute increments unless otherwise noted.
2. Any portion of an applicable increment, after the appropriate minimum time for the call, will be rounded upward to the next increment.
3. Calls less than the minimum length will be rounded to the minimum length.
4. There is no billing for incomplete calls
5. For Station to Station calls, call timing begins when a connection is established between the calling telephone and the called telephone Station.
6. For person to person calls, call timing begins when connection is established between the calling person and the particular person, Station or mobile unit specified or an agreed alternate.
7. Call timing ends when the calling Station "hangs up," thereby releasing the network connection. If the Called Station "hangs up" but the calling Station does not, chargeable time ends when the network connection is released either by automatic timing equipment in the telephone network or by the Company operator.

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SECTION 4 – DESCRIPTION OF SERVICE AND RATES, Continued

4.1. BASIC LOCAL EXCHANGE SERVICE, Continued

4.1.1. Description of Services, Continued

D. Call Charges

1. Based on Duration - Rates are based on the duration of the call as measured according to section 3.6.1(C) above.
2. Mileage and Time Periods - Rates do not vary between time periods or with mileage.
3. Per Call Charges - Where live or automated operator assistance is required for call completion or billing, a per call Service charge applies. The per call Service Charge is assessed in addition to any applicable rate based on call duration.
4. Zones - Service rates are differentiated by Service zone, as set forth in below.

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SECTION 4 – DESCRIPTION OF SERVICE AND RATES, Continued

4.1. BASIC LOCAL EXCHANGE SERVICE, Continued

4.1.1. Description of Services, Continued

E. Duration Rules

Where charges for a Service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

1. Calls are measured in durational increments identified for each Service. All calls that are fractions of a measurement increment are rounded-up to the next whole unit.
2. Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local Carrier and any intermediate Carrier(s).
3. Timing terminates on all calls when the calling party hangs up or Company's network receives an off-hook signal from the terminating Carrier.
4. Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.
5. All times refer to local time.

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SECTION 4 - DESCRIPTION OF SERVICE AND RATES, Continued

4.1. BASIC LOCAL EXCHANGE SERVICE, Continued

4.1.2. Services Offered

Local Exchange Service Areas are described in Section 5. The Services and Packages in this section are offered to Residential Customers only.

A. Residential Bundled Services²

1. General - Network Exchange Bundled Service is a bundle or package of telecommunications Services including Local Exchange Service, intrastate and interstate long distance Service and custom calling features.*
2. Bundled Service Packages - Residential packages may include Basic Local Exchange Service, IntraLATA Toll Service, InterLATA Toll Service. Wireless Service, voice mail and/or Internet access may be available with some packages at an additional charge.*
 - a. Call to Connect Simple Bundled Service - Provides Customers with Unlimited local calls and thirty (30) minutes of unlimited toll intraLATA, interLATA and interstate calling in the United States. Additional toll minutes billed at a per minute rate.
 - b. Call to Connect Bundled Service - Provides Customers with Unlimited local calls and one hundred twenty (120) minutes of unlimited toll intraLATA, interLATA and interstate calling in the United States. Additional toll minutes billed at a per minute rate.

* This package can only be purchased in conjunction with non-regulated and/or detariffed services

(N)

² These Services are tariffed under Option 2 compliance with disconnection procedures in Rule 4901:1-5-17 of the Commission's Rules.

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SECTION 4 - DESCRIPTION OF SERVICE AND RATES, Continued

4.1. BASIC LOCAL EXCHANGE SERVICE, Continued

4.1.2. Services Offered

A. Residential Bundled Services, Continued

2. Bundled Service Packages, Continued

c. Call to Connect Plus Bundled Service - Provides Customers with Unlimited local calls and one hundred twenty (120) minutes of unlimited toll intraLATA, interLATA and interstate calling in the United States, as well as the following custom calling features: Caller ID with name, Call Waiting and Caller ID Waiting. Additional toll minutes billed at a per minute rate.*

Addition o
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Bundles.
Will not
affect any
present
customers.

d. Local Bundle Option A - Provides customer with unlimited local calls. Customer can either choose PNG or another carrier for IntraLATA and InterLATA services, as well as the following custom calling features: Caller ID with name, Call Waiting, Three Way Calling, Call Forwarding, and Caller ID Waiting.*

(N)

e. Local Bundle Option B - Provides customer with unlimited local calls as well as unlimited long distance calls¹. Customer must choose PNG as IntraLATA and InterLATA carrier, as well as the following custom calling features: Caller ID with name, Call Waiting, Three Way Calling, Call Forwarding, and Caller ID Waiting.*

f. Local Bundle Option C - Provides customer with unlimited local calls, unlimited long distance calls¹, as well as High Speed Dialup Internet Services. Customer must choose PNG as IntraLATA and InterLATA carrier, as well as the following custom calling features: Caller ID with name, Call Waiting, Three Way Calling, Call Forwarding, and Caller ID Waiting.*

¹If usage under this plan is not consistent with typical residential usage, as determined at PNG's sole discretion, the company may offer the customer an alternative plan or suspend, restrict, or cancel the customer's service for each month in which excessive usage occurred. Calls that are not consistent with typical residential use include, but are not limited to: use for general business purposes, commercial facsimile, auto-dialing, resale, call centers and telemarketing.

(N)

B. Per Use Custom Calling Features

Customers may utilize the following custom calling features on a per use basis: Repeat Dialing (*66), Number ID Blocking Activation (*67), Last Call Return (*69) and Call Trace.

*** This package can only be purchased in conjunction with non-regulated and/or detariffed services**

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SECTION 4 – DESCRIPTION OF SERVICE AND RATES, Continued

4.1. BASIC LOCAL EXCHANGE SERVICE, Continued

4.1.3. Directory Listings

General

Directory services allow Customers to customize the manner in which their Company assigned telephone numbers appear in published directory and/or used by dialable directories and Company operators. This section applies only to services provided by the Company.

A. Primary Listing

For each Customer of Company-provided Exchange Access Service(s), Company shall arrange for the listing of the Customer's main billing telephone number in the directory(ies) published by the incumbent Local Exchange Carrier in the area at no additional charge. For Customers with multiple Premises served by Company, Company will arrange for a listing of the main billing telephone number at each premise, at a Customer's option. Primary and additional Directory Listings are provided in the alphabetical section of the telephone directory in accordance with the regulations and rates specified herein. The alphabetical section of the telephone directory consists of a list of names of customers in alphabetical order and is designed solely for the purpose of informing calling parties of the telephone numbers of customers and those entitled to use the customer's service as an aid to the use of telephone service, and special position or arrangement of names is not contemplated. The primary listing for business service is ordinarily the name of the Customer or the name under which a business is regularly conducted. For business services, additional listings are available only in the name of an authorized user of the customer's service. Business additional listings are not permitted in connection with residence service. Business additional listings may be provided in connection with Joint User Service with one additional listing offered at no charge for each joint user on a customer's service

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SECTION 4 – DESCRIPTION OF SERVICE AND RATES, Continued

4.1. BASIC LOCAL EXCHANGE SERVICE, Continued

4.1.3. Directory Listings. Continued

General. Continued

B. Length of Directory White Pages Listing

The Company reserves the right to limit the length of any White Pages Directory Listing by the use of abbreviations when, in its judgment, the clearness of the listing or the identification of the Customer is not impaired thereby. Where more than one (1) line is required to properly list the Customer, additional charges will not apply.

C. Right of Refusal

The Company may refuse a White Pages Directory Listing which is known not to constitute a legally authorized or adopted name, where obscenities or offensive material appear in the listing, or any listing which, in the opinion of the Company, is likely to mislead or deceive calling persons as to the identity of the listed party, or is a contrived name used for advertising purposes or to secure a preferential position in the directory or is more elaborate than is reasonably necessary to identify the listed party. The Company, upon notification to the Customer, will withdraw any White Pages Directory Listing that is found to be in violation of its rules with respect thereto

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SECTION 4 – DESCRIPTION OF SERVICE AND RATES, Continued

4.1. BASIC LOCAL EXCHANGE SERVICE, Continued

4.1.3. Directory Listings, Continued

General, Continued

D. Sections

Each White Pages Directory Listing must be designated as either "Government", "Business" or "Residence" so that it can be placed in the appropriate section of the White Pages Directory. In order to aid the User of the White Pages Directory, and to avoid misleading or deceiving the calling party as to the identity of the listed party, only business listings may be placed in the Business section and only residential listings in the Residential section. The Company, upon notification to the Customer, will withdraw any White Pages Directory Listing that is found to be in violation of its rules with respect thereto.

E. Schedule

In order for listings to appear in an upcoming White Pages Directory, the Customer must furnish the listing to the Company in time to meet the directory-publishing schedule.

F. Other Requirements

The Customer's White Pages Directory Listing may be subject to other requirements imposed by the ILEC publishing the telephone directory.

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SECTION 4 – DESCRIPTION OF SERVICE AND RATES, Continued

4.1. BASIC LOCAL EXCHANGE SERVICE, Continued

4.1.3. Directory Listings, Continued

General, Continued

G. Limitation of Liability

The Company's liability arising from errors or omissions in Directory Listings shall be limited to the actual cost to the Customer for the Directory Listing during a given period of time. There is no liability to the Company and there will be no recovery by a Customer for loss of business to a Customer for errors or omissions in Directory Listings, pursuant to 4901:1-5:16 O.A.C.

Approval of limitation of liability language by the Commission does not constitute a determination by the Commission that the limitation of liability imposed by the Company should be upheld in a court of law. Approval by the Commission merely recognizes that since it is a court's responsibility to adjudicate negligence and consequent damage claims, it is also the court's responsibility to determine the validity of the exculpatory clause.

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SECTION 4 – DESCRIPTION OF SERVICE AND RATES, Continued

4.1. BASIC LOCAL EXCHANGE SERVICE, Continued

4.1.3. Directory Listings, Continued

Descriptions

White Pages Directory Listings are provided in connection with each Customer's Service as specified herein.

A. Primary Listing

A primary listing contains the name of the Customer, or the name under which a business is regularly conducted, as well as the address and telephone number of the Customer. A primary White Pages Directory Listing is provided in connection with Local Exchange Service at no additional charge.

B. Additional Listings

In connection with Business Service, additional listings are available to be printed in the White Pages Directory in the names of Authorized Users of the Customer's Service, as defined herein. Rates for additional listings are specified in this Price List.

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SECTION 4 -- DESCRIPTION OF SERVICE AND RATES, Continued

4.1. BASIC LOCAL EXCHANGE SERVICE, Continued

4.1.3. Directory Listings, Continued

Non-Listed and Non-Published Service

- A. Non-Listed Telephone Number - At the customer's request, non-listed telephone service will be furnished which will provide for the omission or deletion of the customer's telephone number from the telephone directory. The telephone listing will be available through directory assistance and other records that will be given to any calling party. Charges for non-listed telephone numbers are as specified.
- B. Non-Published Telephone Number - At the customer's request, a non-published telephone service will be furnished which will provide for omission or deletion of the customer's telephone number from the telephone directory and from the directory assistance records. The Company will make every effort to prevent disclosure of non-published numbers but will not be liable should such number be divulged inadvertently. When a call is placed to the Emergency 9-1-1 Service and the source of the call or the location of the call is associated with a nonpublished telephone number, the Company will release (to the appropriate local government authority responsible for the Emergency 9-1-1 Service), the name and address of the calling party and/or be name and address associated with the emergency location, where such information can be determined. Charges for non-published telephone numbers are as specified.

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SECTION 4 – DESCRIPTION OF SERVICE AND RATES, Continued

4.1. BASIC LOCAL EXCHANGE SERVICE, Continued

4.1.4. Directory Assistance Service

- A. The Company furnishes Local Directory Assistance Service ("DA") for the purpose of aiding customers in obtaining telephone numbers through arrangements with the incumbent Local Exchange Carrier. Customers are allowed two requests per call. For an additional "Connect Request" charge, the Operator will call the requested number on the customer's behalf. When a party requests assistance in obtaining and/or calling to the telephone numbers of customers who are located within the same local calling area as the number the party is calling from, additional charges apply.
- B. In order to make allowance for a reasonable need for local calling area DA service, including numbers not in the directory, directory inaccessibility and other conditions, no charge applies for the first three calls for telephone numbers of customers who are located within the calling area of the calling party per month per station access line. The allowance is cumulative for all group billed services furnished on the same premises or as part of the same system within an exchange.
- C. Charges for DA are not applicable to calls placed from hospital services or calls placed from telephones where the customer or, in the case of residence service, a member of the Customer's household, has been affirmed in writing as unable to use a Company provided directory because of a visual, physical or reading handicap.

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SECTION 4 – DESCRIPTION OF SERVICE AND RATES, Continued

4.1. BASIC LOCAL EXCHANGE SERVICE, Continued

4.1.4. Directory Assistance Service, Continued

- D. Directory assistance services furnish the Customer with either automated or operator assisted access to the Company's directory services database on a dial-up basis. A maximum of two number requests will be accommodated per directory assistance service call.

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SECTION 4 – DESCRIPTION OF SERVICE AND RATES, Continued

4.1. BASIC LOCAL EXCHANGE SERVICE, Continued

4.1.5. Operator Assisted Calls

A. Local Operator Handled Calling Services

Local Operator Handled Calling Services are provided to Customers and Users of Company-provided Exchange Access Service. Per Call charges which reflect the level of operator assistance and billing arrangement requested by the Customer apply in addition to any other applicable local usage charges. Company provides collect call, third-party billed and person-to-person call blocking automatically upon subscription at no charge. Thus, Customers may dial, but may not receive or be billed for, these types of operator-assisted calls.

B. Busy Line Verification and Line Interrupt Service

Upon request of a calling party the Company will verify a busy condition on a designated local Service line. The operator will determine if the line is clear or in use and report to the calling party. At the request of the Customer, the operator will interrupt the Call on the busy line. Busy Line Interruption is only permitted in cases where the calling party indicates an emergency exists and requests interruption.

No charge will apply when the calling party advises that the Call is to or from an official public emergency agency. Busy Verification and Interrupt Service is furnished where and to the extent that Facilities permit.

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SECTION 4 – DESCRIPTION OF SERVICE AND RATES, Continued

4.1. BASIC LOCAL EXCHANGE SERVICE, Continued

4.1.5. Operator Assisted Calls, Continued

C. Rate Schedule

Operator Assistance Surcharges apply when a Customer utilizes either an automated or live operator for purposes of completing or billing a call. Operator Assistance Surcharges apply in addition to either local usage or long-distance usage services.

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SECTION 4 – DESCRIPTION OF SERVICE AND RATES, Continued

4.1. BASIC LOCAL EXCHANGE SERVICE, Continued

4.1.7. Custom Calling Features

Generally

Certain Custom Calling Features in this section are included in Network Exchange Bundled Service packages offered by Company. Other Custom Calling Services described below also may be purchased in addition to the Services included in a particular package but these features are available only when purchased in combination with a Company provided Network Exchange Bundled Service.

- A. **Call Forwarding - Fixed, Busy Line No Answer**— allows customer to redirect attempted terminating calls to another PNG-specified line. Call originating ability is not affected by Call Forwarding-Fixed, Busy Line No Answer. The calling party is billed for the call to the called number. If the forwarded leg of the call is chargeable, the Customer with the Call Forwarding – Fixed, Busy Line No Answer is billed for the forwarded leg of the call.
- B. **Call Waiting** – provides Customer a tone signal to indicate to a Customer already engaged in a telephone call that a second caller is attempting to dial in. This feature permits the Customer to place the first call on hold, answer the second call and then alternate between both callers. Call Waiting service requires the use of specialized Customer provided equipment not provided by Company. It is the Customer's responsibility to obtain such Customer provided equipment.
- C. **Call Waiting ID** - provides a tone signal to indicate to a Customer already engaged in a telephone call that a second caller is attempting to dial in and allows a Customer to see a caller's name and number previewed on a display screen allowing a Customer to prioritize and/or screen incoming calls. This feature permits the Customer to place the first call on hold, answer the second call and then alternate between both callers. Call Waiting with Caller ID with Name Service requires the use of specialized Customer provided equipment not provided by PNG. It is the Customer's responsibility to obtain such Customer provided equipment. Customer must subscribe to Caller ID with Name and Call Waiting to order this feature.

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SECTION 4 - DESCRIPTION OF SERVICE AND RATES, Continued

4.1. BASIC LOCAL EXCHANGE SERVICE, Continued

4.1.7. Custom Calling Features, Continued

- D Remote Call Forwarding** - a Customer activated feature that automatically transfers all incoming calls from the Customer's telephone number to another dialable telephone number until the Customer deactivates the feature. The calling party is billed for the call to the called number. If the forwarded leg of the call is chargeable, the Customer with the Call Forwarding is billed for the forwarded leg of the call. This feature can be activated from any location.
- E. Distinctive Ring** - allows customers who have two telephone numbers on a single line distinguish which line is being called through a distinctive ringing pattern. The ring of the incoming call is determined by which telephone number has been dialed.
- F. Voicemail** - an answering system that allows callers to leave messages on a computerized system instead of an answering machine. Customers can access, save, and forward messages at their convenience.

(N)

(N)

New custom
calling features.
Will not affect
current customers.

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SECTION 4 - DESCRIPTION OF SERVICE AND RATES, Continued

Changed lettering
of calling features.
Will not affect
current customers.

4.1. BASIC LOCAL EXCHANGE SERVICE, Continued

4.1.7. Custom Calling Features, Continued

- G. **Caller ID with Name** - allows a Customer to see a caller's name and number previewed on a display screen before the call is answered allowing a Customer to prioritize and/or screen incoming calls. Caller ID records that name, number, date and time of each incoming call - including calls that are not answered by the Customer. Caller ID Service requires the use of specialized Customer provided equipment not provided by Company. It is the Customer's responsibility to obtain such Customer provided equipment. (T)
- H. **Speed Calling** - allows a Customer to dial selected numbers by means of an abbreviated code. This feature is available in either an 8 number or a 30 number capacity. The Speed Calling list can only accommodate a number consisting of 18 digits or less. (T)
- I. **Per Use Custom Calling Features**
1. **Last Return Call (*69)** - This service allows a customer to return the most recent incoming call and hear an announcement of the last telephone number that called. To activate Return Call (*69), the customer dials a code, then hears an announcement of the telephone number of the last party that called. If the customer wishes to return the call right away, voice prompts will instruct the customer to dial a certain digit and the call will automatically be returned. This feature is available on a per-use basis or on a monthly basis. (T)
2. **Caller ID Blocking (*67)** - blocks the Customer's name and number from being transmitted on all outgoing calls from a particular line. Per call blocking is achieved by pressing *67 prior to each call, while per line blocking blocks the name and number of every outgoing call. Dialing a special code prior to dialing the number of the person being called can unblock the number and name. Caller ID Blocking is provided at no charge.

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SECTION 4 – DESCRIPTION OF SERVICE AND RATES, Continued

4.1. BASIC LOCAL EXCHANGE SERVICE, Continued

4.1.8. Custom Calling Features, Continued

3. **Repeat Dialing (*66)** – automatically redials the last telephone number the Customer dialed. If the number is busy, this Service will keep dialing the busy number up to 30 minutes and alert the Customer with a special ring when the line is free. The call will automatically be made when the Customer picks up the receiver. Repeat Dialing does not tie up the Customer's line, allowing the Customer to make and receive calls while it attempts to redial in the background. This feature is available on a per-use basis or on a monthly basis.
4. **Call Trace** - Allows a called party to initiate an automatic trace of the last call received. Call Trace is available on a usage basis only. After receiving the call which is to be traced, the Customer dials a code and the traced telephone number is automatically sent to the Company for action. The Customer originating the trace will not receive the traced telephone number. The results of the trace will be furnished only to legally constituted law enforcement agencies or authorities upon proper request by them.
5. **Three-Way Calling** – Permits the Customer to add a third party to an established connection. When the third party answers, a two-way conversation can be held before adding the original party for a three-way conference. The Customer initiating the conference controls the call and may disconnect the third party to reestablish the original connection or establish a connection to a different third party. The feature may be used with both outgoing and incoming calls. This feature is available on a per-use basis or on a monthly basis.

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SECTION 4 – DESCRIPTION OF SERVICE AND RATES, Continued

4.1. BASIC LOCAL EXCHANGE SERVICE, Continued

4.1.8. Emergency Telephone Service (E-911)

- A. Enhanced 9-1-1 service" or " E-911" is a service consisting of telephone network features and Public Safety Answering Points (PSAPs) provided for Customers to reach a PSAP by dialing the digits "9-1-1." Such service automatically directs 9-1-1 emergency telephone calls to the appropriate PSAPs by selective routing based on the geographical location from which the emergency call originated and provides the capability for Automatic Number Identification and Automatic Location Identification features.
- B. All E-911 calls will be placed by the calling party via interconnection with a local exchange carrier or an interexchange carrier other than the Company. The Company cannot guarantee the completion of said E-911 call, the quality of the call or any features that may otherwise be provided with E-911 Service, except to the extent guaranteed in the Company's interconnection or resale agreements with the incumbent local exchange carrier or other facilities provider.
- C. This service is offered as an aid in handling assistance calls in connection with, fire, police and other emergencies and does not create any relationship or obligation direct or indirect, to any person. In the event of any interruption of the service, the Company shall not be liable to any person, corporation or other entity for any loss or damage in an amount greater than an amount equal to the pro rata allowance of the Tariff rate for the service or facilities provided to the Customer for the time such interruption continues, after notice to the Company. No allowance shall be made if the interruption is due to the negligence or willful act of the Customer of the service.

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SECTION 4 – DESCRIPTION OF SERVICE AND RATES, Continued

4.1. BASIC LOCAL EXCHANGE SERVICE, Continued

4.1.8. Emergency Telephone Service (E-911), Continued

- D. Further, each Customer agrees to release, indemnify, defend and hold harmless the Company 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 or person, for any personal injury to or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by the Customer or others, or for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of E-911 service features and the equipment associated therewith, or by any services which are or may be furnished by the Company in connection therewith, including but not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing E-911 services hereunder, and which arise out of the negligence or other wrongful act of the Company, the Customer, its user agencies or municipalities or employees or agents of any one of them.
- E. A 911 tax will be billed to the Customer, as indicated in Section 3.23 of this Tariff, when imposed by the local government of the service address of the Customer.

4.1.9. Call Blocking Services

Customers will be provided, either directly or through arrangements with other carriers, blocking of 900 and 700 type services upon Customer request. Customers will not be charged to initiate or remove 900 and 700 type blocking service.

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SECTION 4 - DESCRIPTION OF SERVICE AND RATES, Continued

4.1. BASIC LOCAL EXCHANGE SERVICE, Continued

4.1.10. Application of Rates for Business and Residence Service

A. General

The following regulations apply specifically to telephone service other than public or Semi-public Service.

Business and residence classifications are determined on the basis of location and character of use of the service.

B. Business Service

(D)

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SECTION 4 - DESCRIPTION OF SERVICE AND RATES, Continued

4.1. BASIC LOCAL EXCHANGE SERVICE, Continued

4.1.10. Application of Rates for Business and Residence Service, Continued

B. Business Service, Continued

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SECTION 4 – DESCRIPTION OF SERVICE AND RATES, Continued

4.1. BASIC LOCAL EXCHANGE SERVICE, Continued

4.1.10. Application of Rates for Business and Residence Service, Continued

C. Residence Service

1. Residence rates apply whenever the service is of a social and domestic nature provided the service is not also used substantially for occupational or commercial purposes.

The use of the service is presumed to be of a social and domestic nature provided and residence rates should be applied in each of the following, for example:

- (a) When the service is located in a house, apartment, suite, or room constituting the home of a person in whose name the telephone is listed and the service is not available for use by other than members of the household except as qualified under Business Service.
- (b) At stables and garages when strictly a part of the customer's domestic establishment.
- (c) A telephone located at any point in a church where only occasionally used and where the business use, if any, is merely incidental and where there is no full time paid or volunteer clerical staff.
- (d) When located in the residential quarters of a religious order.

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SECTION 4 – DESCRIPTION OF SERVICE AND RATES, Continued

4.1. BASIC LOCAL EXCHANGE SERVICE, Continued

4.1.10. Application of Rates for Business and Residence Service, Continued

C. Residence Service

1. Continued

- (e) When furnished at any location as an access to a repeater control and/or autopatch facility of a bonafide amateur radio operator, organization or society duly licensed as a primary station by the Federal Communications Commission as an amateur radio station pursuant to FCC Part 97, Section 5 {47 CFR Section 97.5} or any successor regulation. The company may request a copy of the amateur radio station license prior to the installation of service.

2. Employee Concession

The same rules and regulations are applicable to employees and retirees of the Company as are applicable to the general public.

Certain telephone services will be furnished to Company employees and Company retirees at reduced rates as authorized by Company practices and procedures.

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d/b/a CrossConnect d/b/a Thrive Communications

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SECTION 4 - DESCRIPTION OF SERVICE AND RATES, Continued

4.1. BASIC LOCAL EXCHANGE SERVICE, Continued

4.1.11. Additional Charges Applied to Basic Exchange Access Services

In addition to the charges for Basic Exchange Access Services described in this tariff, the following charges apply to each individual Exchange Access Service line unless otherwise specified:

- A. The 911 Telecommunications Service Surcharge, if applicable.
- B. Any applicable municipal, state or federal taxes, telecommunications municipal infrastructure maintenance fees or other charges.
- C. Casual traffic charges that are derived from third party calls (e.g. 10XXX, 900/976, third party calls initiated by Customer through the Company's system) and trafficked over the Company's system.
- D. Local Number Portability (LNP) - Customers are assessed this fee for costs incurred when an End-User switches local Carriers while maintaining the same local telephone number
- E. Payment By Phone Charge - The Payment by Phone Charge is designed to cover the costs of processing a payment over the phone with a live representative. This charge can be avoided by setting up automatic payments or by paying the monthly bill online using the Customer Portal.

(N)
|
(N)

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SECTION 4 - DESCRIPTION OF SERVICE AND RATES, Continued

4.1. BASIC LOCAL EXCHANGE SERVICE, Continued

4.1.11. Additional Charges Applied to Basic Exchange Access Services, Continued

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SECTION 4 - DESCRIPTION OF SERVICE AND RATES, Continued

4.1. BASIC LOCAL EXCHANGE SERVICE, Continued

4.1.12. Basic Local Exchange Service Rates and Charges

- A. Charges set forth in Company's Price List apply to Basic Standard Ohio Unlimited Local Usage Service for Residence lines. Rates and charges include Touchtone Service on each line. The rates and charges below apply to Service provided on a month-to month basis. Customers may presubscribe to intraLATA, interLATA and interstate long distance service in addition to local exchange service, long distance calls to be billed on a per-minute basis.

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SECTION 4 - DESCRIPTION OF SERVICE AND RATES, Continued

4.1 BASIC LOCAL EXCHANGE SERVICE, Continued

4.1.12. Basic Local Exchange Service Rates and Charges, Continued

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SECTION 4 – DESCRIPTION OF SERVICE AND RATES, Continued

4.2. INTRALATA AND INTERLATA PRESUBSCRIPTION

4.2.1. General

Carrier Presubscription is a procedure whereby a Customer designates to the Company the carrier that the Customer wishes to be the carrier of choice for intraLATA and interLATA toll calls. Such calls are automatically directed to the designated carrier, without the need to use carrier access codes or additional dialing to direct the call to the designated carrier. Presubscription does not prevent a Customer who has presubscribed to an IntraLATA or InterLATA toll carrier from using carrier access codes or additional dialing to direct calls to an alternative long distance carrier on a per call basis.

4.2.2. Presubscription Charges

After a Customer's initial selection for a presubscribed toll carrier, for any change thereafter, a Presubscription Change Charge, as set forth below will apply. Customers who request a change in intraLATA and interLATA carriers with the same order will be assessed a single charge per line.

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SECTION 4 - DESCRIPTION OF SERVICE AND RATES, Continued

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PNG Telecommunications, Inc.
100 Commercial Drive
Fairfield, Ohio 45014

Issued under authority of the Public Utilities Commission of Ohio, pursuant to Commission Order
Dated September 30, 1999, in Case No. 98-1094-TP-ACE

PNG Telecommunications, Inc.
d/b/a PowerNet Global Communications

P.U.C.O. Tariff No. 1
Replaces P.U.C.O Tariff No. 1 in its entirety
1st Revised Page No. 104
Cancels Original Page No. 104

SECTION 4 - DESCRIPTION OF SERVICE AND RATES, Continued

4.3. (Reserved for Future Use), Continued

(D)

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PNG Telecommunications, Inc.
d/b/a PowerNet Global Communications

P.U.C.O. Tariff No. 1
Replaces P.U.C.O Tariff No. 1 in its entirety
1st Revised Page No. 105
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SECTION 4 - DESCRIPTION OF SERVICE AND RATES, Continued

4.3. (Reserved for Future Use), Continued

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PNG Telecommunications, Inc.
d/b/a PowerNet Global Communications

P.U.C.O. Tariff No. 1
Replaces P.U.C.O Tariff No. 1 in its entirety
1st Revised Page No. 106
Replaces Original Page No. 106

SECTION 5 – LOCAL SERVICE AREAS

5.1. LOCAL SERVICE AREA DESCRIPTION

5.1.1. General Description

- A. Company provides Service in the exchange areas served by AT&T, Inc., Verizon North, and Embarq.
- B. Company's description of service area in no way compels Company to provide any Service in an area where facilities or other extenuating factors limit Company's ability to provide Service.

(N)

Issued: December 7, 2007

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Dennis Packer, General Counsel
PNG Telecommunications, Inc.
100 Commercial Drive
Fairfield, Ohio 45014

Issued under authority of the Public Utilities Commission of Ohio, pursuant to Commission Order
Dated September 30, 1999, in Case No. 98-1094-TP-ACE

PNG Telecommunications, Inc.
d/b/a PowerNet Global Communications
Price Sheets

P.U.C.O. Tariff No. 1A
Replaces P.U.C.O Tariff No. 1 in its entirety
Original Sheet No. 1

Ohio Local Exchange Services - Price Sheets
PNG Telecommunications, Inc.
d/b/a PowerNet Global Communications

PRICE SHEETS PERTAINING TO PNG TELECOMMUNICATIONS, INC.'S
REGULATIONS AND SCHEDULES FOR INTRASTATE CHARGES
APPLICABLE TO COMMUNICATIONS SERVICES REGULATED BY THE
PUBLIC UTILITIES COMMISSION OF OHIO

Issued: April 25, 2007

Effective Date: April 26, 2007

Dennis Packer, General Counsel
PNG Telecommunications, Inc.
100 Commercial Drive
Fairfield, Ohio 45014

Issued under authority of the Public Utilities Commission of Ohio, pursuant to Commission Order Dated September
30, 1999, in Case No. 98-1094-TP-ACE

PNG Telecommunications, Inc.
d/b/a PowerNet Global Communications Replaces
Price Sheets

P.U.C.O. Tariff No. 1A
P.U.C.O Tariff No. 1 in its entirety
Original Sheet No. 2

1.1. BASIC LOCAL EXCHANGE SERVICE

1.1.1. Directory Assistance Service, Continued

Per Call \$1.50

Call Completion

Per Call Completed \$0.50

1.1.2. Operator Assisted Calls

Busy Line Interrupt Per Call \$4.50

Busy Line Verification, Per Call \$4.25

1.1.3. Additional Charges Applied to Basic Exchange Access Services

Local Number Portability (LNP), per month \$0.35

Public Telephone Surcharge, Per Call \$0.35

Issued: April 25, 2007

Effective Date: April 26, 2007

Dennis Packer, General Counsel
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PNG Telecommunications, Inc.
d/b/a PowerNet Global Communications
Price Sheets

P.U.C.O. Tariff No. 1A
Replaces P.U.C.O Tariff No. 1 in its entirety
2nd Revised Sheet No. 3
Cancels 1st Revised Sheet No. 3

1.1. BASIC LOCAL EXCHANGE SERVICE, Continued

1.1.4. Basic Local Exchange Service Rates and Charges

Residential Bundled Rates

Call to Connect Simple Bundled Service*
Per Line, Per Month \$28.99
Additional Direct Dialed InterLATA Toll, per minute \$0.069
Additional Direct Dialed IntraLATA Toll, per minute \$0.069

Call to Connect Bundled Service*
Per Line, Per Month \$31.99
Additional Direct Dialed InterLATA Toll, per minute \$0.069
Additional Direct Dialed IntraLATA Toll, per minute \$0.069

Call to Connect Plus Bundled Service*
Per Line, Per Month \$49.99
Additional Direct Dialed InterLATA Toll, per minute \$0.069
Additional Direct Dialed IntraLATA Toll, per minute \$0.069

Local Bundle Option A,
Local Only
Per Line, Per Month \$29.99

Local Bundle Option B,*
Local/ Unlimited Long Distance
Per Line, Per Month \$39.99

Local Bundle Option C,*
Local/Unlimited Long Distance/ High Speed Dial Up
Per Line, Per Month \$45.99

(N)

(N)

Local Bundle
Pricing. Will not
affect current
customers.

*This package can only be purchased in conjunction with non-regulated and/or deregulated services

Issued: October 9, 2008

Effective Date: November 1, 2008

Dennis Packer, General Counsel
PNG Telecommunications, Inc.
100 Commercial Drive
Fairfield, Ohio 45014

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PNG Telecommunications, Inc.
d/b/a PowerNet Global Communications
Price Sheets

P.U.C.O. Tariff No. 1A
Replaces P.U.C.O Tariff No. 1 in its entirety
1st Revised Sheet No. 4
Cancels Original Sheet No. 4

1.1. BASIC LOCAL EXCHANGE SERVICE, Continued

1.1.4. Basic Local Exchange Service Rates and Charges, Continued

Additional/Miscellaneous Charges

Per Use Custom Calling Features	Charge Per Use
Repeat Dialing (*66)	\$0.75
Per Call Blocking (*67)	No Charge
Call Return (Automatic Call Back) (*69)	\$1.99
Call Trace	\$4.99
Three-Way Calling	\$1.99

Unlimited Custom Calling Features

The addition of an unlimited custom calling features will incur a non-recurring setup charge per feature, per line.

Non-Recurring Charge Monthly Recurring Fee

Repeat Dialing (*66)	\$5.00	\$5.50	
Call Return (Automatic Call Back) (*69)	\$1.00	\$5.50	
Three-Way Calling	\$1.00	\$3.50	
Call Forwarding	\$1.00	\$3.00	
Speed Dial 8	\$1.00	\$2.95	
Caller ID with name	\$1.00	\$9.95	
Call Waiting	\$1.00	\$3.38	
Anonymous Call Rejection (Privacy Manager)	\$1.00	\$5.99	
Call Waiting ID (requires Caller ID and Call Waiting)	\$1.00	\$1.99	
Remote Call Forwarding	N/A	\$11.50	(N)
Distinctive Ring	N/A	\$5.75	(N)
Voicemail	N/A	\$2.50	(N)

New custom calling
features pricing. Will
not affect current
customers.

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Dennis Packer, General Counsel
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PNG Telecommunications, Inc.
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Price Sheets

P.U.C.O. Tariff No. 1A
Replaces P.U.C.O Tariff No. 1 in its entirety
1st Revised Sheet No. 5
Cancels Original Sheet No. 5

1.1.	BASIC LOCAL EXCHANGE SERVICE, Continued	<div>Grandfathered Directory Listing rates. New Rates only apply to new customers. No current customer will be affected</div>
1.1.4.	Basic Local Exchange Service Rates and Charges, Continued	
	Directory Listing	

Non-Published Listing	\$3.50	
Non-Listed Listing	\$5.00	(N)
Additional Listing	\$5.00	(N)

1.1.5. Service Establishment and Change Charges

Local Exchange Service Installation Charge*

New Installation of Service at Customer's premises	\$ 150.00
Service Order Charge - per line	\$25.00

Conversion Fee

The conversion charge is applied to the Customer's account upon the customer moving from a carrier other than Company to Company for local service.

Conversion charge, per line	\$25.00
-----------------------------	---------

One-Time Change to Service

This charge applies anytime a Customer requests that his/her Service or class of Service be changed. This charge may be applied to a Service as many times as the Customer requests that his/her service be changed and is charged in addition to any other monthly or installation charge which is associated with the Service the Customer orders.

Service change - Per order	\$15.00	(I)
New phone number (at customer's request)	\$30.00	(I)

*** Material previously on this page has been grandfathered and moved to Section 1.4***

*Customer must be available at scheduled appointment time

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Increased service charges. These are one time only charges, not monthly fees

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PNG Telecommunications, Inc.
d/b/a PowerNet Global Communications
d/b/a CrossConnect d/b/a Thrive Communications
Price Sheets

P.U.C.O. Tariff No. 1A
Replaces P.U.C.O Tariff No. 1 in its entirety
1st Revised Sheet No. 6
Cancels Original Sheet No. 6

1.1. BASIC LOCAL EXCHANGE SERVICE, Continued

1.1.5. Service Establishment and Change Charges, Continued

Service Restoration Charge

Restoral of Service is a nonrecurring charge which applies each time a Service is reconnected after suspension for nonpayment.

Per order	\$25.00
Moves and Additional line Installation	
Move Service to new location*	\$75.00
Installation of additional line*	\$75.00

Missed Appointment

Customer must be available for scheduled appointments or be assessed a missed appointment charge.

Per Missed Appointment	\$73.00
------------------------	---------

1.1.6 Additional Charges

Payment by Phone Charge	\$4.99	(N)
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Issued: January 21, 2010

Effective Date: January 21, 2010

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100 Commercial Drive
Fairfield, Ohio 45014

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PNG Telecommunications, Inc.
d/b/a PowerNet Global Communications
Price Sheets

P.U.C.O. Tariff No. 1A
Replaces P.U.C.O Tariff No. 1 in its entirety
Original Sheet No. 7

1.2. INTRALATA AND INTERLATA PRESUBSCRIPTION

1.2.1. Presubscription Charges

Nonrecurring Charges Per business or residence line, trunk, or port

Initial Line, or Trunk or Port	\$0.00
Additional Line, Trunk or Port (manual)	\$5.50
(automated)	\$1.25

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Effective Date: April 26, 2007

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Replaces P.U.C.O Tariff No. 1 in its entirety
2nd Revised Sheet No. 8
Cancels 1st Revised Sheet No. 8

1.4. GRANDFATHERED SERVICES,

*** The following services and rates are not offered to new Customers ***

Directory Listing

Non-Listed Listing	\$2.25	(M)
Additional Listing	\$2.49	(M)

Grandfathered Directory
Listing rates. New Rates
only apply to new customers.
No current customer will be
affected

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Fairfield, Ohio 45014

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PNG Telecommunications, Inc.
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Price Sheets

P.U.C.O. Tariff No. 1A
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1st Revised Sheet No. 9
Cancels Original Sheet No. 9

1.3. (Reserved for Future Use), Continued

(D)

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P.U.C.O. Tariff No. 1A
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Cancels Original Sheet No. 10

1.3. (Reserved for Future Use), Continued

(D)

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Price Sheets

P.U.C.O. Tariff No. 1A
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1st Revised Sheet No. 11
Cancels Original Sheet No. 11

1.3. (Reserved for Future Use), Continued

(D)

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P.U.C.O. Tariff No. 1A
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1.3. (Reserved for Future Use), Continued

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P.U.C.O. Tariff No. 1A
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Cancels Original Sheet No. 13

1.3. (Reserved for Future Use), Continued

(D)

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P.U.C.O. Tariff No. 1A
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1.3. (Reserved for Future Use), Continued

(D)

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P.U.C.O. Tariff No. 1A
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1st Revised Sheet No. 15
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1.3. (Reserved for Future Use), Continued

(D)

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EXHIBIT B
(Proposed Revised Tariff Pages)

PNG Telecommunications, Inc.
d/b/a PowerNet Global Communications
d/b/a CrossConnect
d/b/a Thr!ve Communications

Title Page

P.U.C.O. 2

PNG TELECOMMUNICATIONS, INC.
d/b/a PowerNet Global Communications
d/b/a CrossConnect
d/b/a Thr!ve Communications

100 Commercial Drive
Fairfield, OH 45014

BASIC LOCAL EXCHANGE SERVICE TARIFF

NOTE: This PUCO Tariff No. 2 cancels and supersedes PNG Telecommunications Inc. Ohio Telecommunications Tariff applicable to Competitive Local Exchange Carrier Services PUCO Tariff No. 1.

Issue Date: May 17, 2011

Effective Date: May 17, 2011

In Accordance with Case No. 10-1010-TP-ATA and 11-2960-TP-ATA

Issued by the Public Utilities Commission of Ohio

Karen Kovach, General Counsel

Fairfield, Ohio

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SECTION 1:	TARIFF DESCRIPTION; APPLICATION OF TARIFF
SECTION 2:	RULES AND REGULATIONS
SECTION 3:	DESCRIPTION OF SERVICE AND RATES
SECTION 4:	PRICE SHEETS

P.U.C.O. 2

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Issue Date: May 17, 2011

Effective Date: May 17, 2011

In Accordance with Case No. 10-1010-TP-ATA and 11-2960-TP-ATA

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Karen Kovach, General Counsel

Fairfield, Ohio

P.U.C.O. 2

<u>SUBJECT</u>	<u>SECTION</u>	<u>SHEET</u>
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In Accordance with Case No. 10-1010-TP-ATA and 11-2960-TP-ATA

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Fairfield, Ohio

P.U.C.O. 2

<u>SUBJECT</u>	<u>SECTION</u>	<u>SHEET</u>
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P.U.C.O. 2

TARIFF DESCRIPTION

This Basic Local Exchange Service (BLES) Tariff applies to residential single-line Customers and to the primary access line of business Customers.

BLES is provided by PNG Telecommunications, Inc. (the "Company" or "Telephone Company") in accordance with Rule 4901:1-6-12, Ohio Administrative Code.

Basic local exchange service, as defined in Section 4927.01, Revised Code, means residential end-user access to, and usage of, telephone-company-provided services over a single line, or small-business-end-user access to and usage of telephone-company-provided services over the business's primary access Line of service, which in the case of residential and small-business access and usage is not part of a bundle or package of services. BLES enables a Customer to originate or receive voice communications within a local service area and consists of the following services:

- (i) Local dial tone service;
- (ii) For residential end users, flat-rate telephone exchange service;
- (iii) Touch tone dialing service;
- (iv) Access to and usage of 9-1-1 services, where such services are available;
- (v) Access to operator services and directory assistance;
- (vi) Provision of a telephone directory in any reasonable format for no additional charge and a listing in that directory, with reasonable accommodations made for private listings;
- (vii) Per call, caller identification blocking services;
- (viii) Access to telecommunications relay service; and
- (ix) Access to toll presubscription, interexchange or toll providers or both, and networks of other telephone companies.

P.U.C.O. 2

SECTION 1 - APPLICATION OF TARIFF

- A. This Tariff contains the regulations and rates applicable to furnishing of basic local exchange service provided by Company to Customers for telecommunications between points within the State of Ohio. Company's services are furnished subject to the availability of facilities and subject to the terms and conditions of this Tariff.
- B. Company has been authorized to provide competitive basic local exchange services in the areas of Ohio currently served by Frontier North Inc.
- 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 that 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.

Issue Date: May 17, 2011

Effective Date: May 17, 2011

In Accordance with Case No. 10-1010-TP-ATA and 11-2960-TP-ATA

Issued by the Public Utilities Commission of Ohio

Karen Kovach, General Counsel

Fairfield, Ohio

P.U.C.O. 2

SECTION 2 - RULES AND REGULATIONS

A. UNDERTAKING OF THE COMPANY

1. The Company does not undertake to transmit messages but offers the use of its facilities for the transmission of communications.
2. 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.
3. 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.

Issue Date: May 17, 2011

Effective Date: May 17, 2011

In Accordance with Case No. 10-1010-TP-ATA and 11-2960-TP-ATA

Issued by the Public Utilities Commission of Ohio

Karen Kovach, General Counsel

Fairfield, Ohio

P.U.C.O. 2

SECTION 2 - RULES AND REGULATIONS (Continued)

B. DESCRIPTION OF SERVICE

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.

C. 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.

D. SHORTAGE OF EQUIPMENT OR FACILITIES

1. 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.
2. 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.

P.U.C.O. 2

SECTION 2 - RULES AND REGULATIONS (Continued)

E. TERMS AND CONDITIONS

1. Residential Customers may cancel service at any time. Commercial Customers may cancel service at any time unless prohibited by a Customer executed agreement.
2. 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.
3. 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.
4. 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 the discontinuance. The rights and obligations which by their nature extend beyond the discontinuance of the term of the service order shall survive such discontinuance.
5. The tariffs of the Company shall be interpreted and governed by the laws of the State of Ohio without regard for its choice of laws provision.
6. The Company may act as the Customer's agent for ordering access to connection facilities provided by other carriers or entities, when authorized by the Customer, to allow provision of services by Company. The Customer will be responsible for all charges due for such service arrangement. All orders for switching a Customer's Primary Interexchange Carrier will be verified according to the procedures set forth by the Federal Communications Commission in 47 C.F.R. §§ 64.1100-64.1101.

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P.U.C.O. 2

SECTION 2 - RULES AND REGULATIONS (Continued)

F. LIABILITY OF THE COMPANY

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. 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 as the result of the acts or omissions of Company, its employees or agents, or any third party.

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 anyone 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.

P.U.C.O. 2

SECTION 2 - RULES AND REGULATIONS (Continued)

F. LIABILITY OF THE COMPANY (Continued)

- 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.
- 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 or 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,
 - i. 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

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SECTION 2 - RULES AND REGULATIONS (Continued)

F. LIABILITY OF THE COMPANY (Continued)

- ii. not prevented by Customer-provided equipment but which would have been prevented had Company-provided equipment been used.
- 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 or lost profits, 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 regulations related thereto; or
- m. Unauthorized Use: The Company shall not be liable for any unauthorized use of the service provided to Customer.

P.U.C.O. 2

SECTION 2 - RULES AND REGULATIONS (Continued)

F. LIABILITY OF THE COMPANY (Continued)

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
 - i. 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
 - ii. 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
 - iii. 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
 - iv. 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 (Continued)

F. LIABILITY OF THE COMPANY (Continued)

4. 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.
5. 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.
6. 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 as a condition precedent to such installations.

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SECTION 2 - RULES AND REGULATIONS (Continued)

F. LIABILITY OF THE COMPANY (Continued)

7. 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.
8. 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.
9. 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.
10. 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, unless required by Ohio law or Commission rules and regulations.

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SECTION 2 - RULES AND REGULATIONS (Continued)

F. LIABILITY OF THE COMPANY (Continued)

11. 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.

G. NOTIFICATION OF SERVICE-AFFECTING ACTIVITIES

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

H. PROVISION OF EQUIPMENT AND FACILITIES

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. 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.
3. 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
4. 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.

P.U.C.O. 2

SECTION 2 - RULES AND REGULATIONS (Continued)

H. PROVISION OF EQUIPMENT AND FACILITIES (Continued)

5. 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
 - 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 carriers which are applicable to such connections.

P.U.C.O. 2

SECTION 2 - RULES AND REGULATIONS (Continued)

I. NONROUTINE 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.

J. 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.

K. 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.

P.U.C.O. 2

SECTION 2 - RULES AND REGULATIONS (Continued)

L. OBLIGATIONS OF THE CUSTOMER

The Customer shall be responsible for:

1. the payment of all applicable charges pursuant to the tariffs of the Company;
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 Customers or any user's premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
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;
4. any and all costs associated with obtaining and maintaining 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;

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SECTION 2 - RULES AND REGULATIONS (Continued)

L. OBLIGATIONS OF THE CUSTOMER (Continued)

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;
6. identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;
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 hereunder; 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;
8. not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; and
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.
10. Establishing financial responsibility - The Company, in order to assure the payment of its charges for service, will require applicants and Customers to establish and maintain financial responsibility. The establishment or re-establishment of financial responsibility as provided in this Section shall not relieve the applicant or Customer from compliance with the other provisions of this Tariff as to deposit's and the payment of bills, and shall in no way modify the provisions regarding disconnection and termination of service for failure to pay bills due for service furnished.

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SECTION 2 - RULES AND REGULATIONS (Continued)

M. PROHIBITED USES

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. 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.
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.
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.
5. The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.
6. A Customer may not use the services in any manner which interferes with other persons if 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.
7. A Customer may not use the services in any manner so as to annoy, abuse, threaten, or harass other persons.

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SECTION 2 - RULES AND REGULATIONS (Continued)

M. PROHIBITED USES (Continued)

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.
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.
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.

N. 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.

O. LATE PAYMENT CHARGES

Late payment charges of one and one-half (1.5%) percent may be added to any unpaid balance brought forward from the previous billing date to cover the cost of collection and carrying accounts in arrears.

P.U.C.O. 2

SECTION 2 - RULES AND REGULATIONS (Continued)

P. ADVANCE PAYMENTS

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. The advance payment will be credited to the Customer's initial bill and may be required in addition to a deposit.
2. A Customer whose service has been discontinued for nonpayment of bills will be required to pay the unpaid balance due Company and may be required to pay reconnect charges.

Q. 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.

R. SUSPENSION OR DISCONTINUANCE OF SERVICE BY CUSTOMER

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. The Customer remains responsible for all service charges until the day and time on which service is actually suspended or discontinued.
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.

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SECTION 2 - RULES AND REGULATIONS (Continued)

R. SUSPENSION OR DISCONTINUANCE OF SERVICE BY CUSTOMER (Continued)

4. If the Customer discontinues service after Company has completed installation, the charge set forth herein 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 additional charges will apply.
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.
6. Customers must pay a charge prior to Company restoring service suspended at Customer's request.
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 a Company over the term.

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SECTION 2 - RULES AND REGULATIONS (Continued)

S. TAXES

The Customer is responsible for the payment of 911 taxes, Telecommunications Relay Service, local number portability, and rights of way fees. Federal excise taxes, gross receipts, access, state and local sales and use taxes and all taxes, fees, surcharges (however designated) and other exactions imposed on the Company or its services by governmental jurisdictions, other than taxes imposed generally on corporations. Any taxes imposed by a local jurisdiction (e.g. county and municipal taxes) will only be recovered from those Customers residing in the affected jurisdictions. All such taxes, fees, and charges shall be separately designated on the Company's invoices, and are not included in the tariffed rates. It should be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively.

T. NOTICES AND COMMUNICATIONS

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. 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.
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.
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.

P.U.C.O. 2

SECTION 2 - RULES AND REGULATIONS (Continued)

U. INTERCONNECTION OF FACILITIES

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. Communications services may be collected 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 collections.
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.

V. SPECIAL CONSTRUCTION

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;

Issue Date: May 17, 2011

Effective Date: May 17, 2011

In Accordance with Case No. 10-1010-TP-ATA and 11-2960-TP-ATA

Issued by the Public Utilities Commission of Ohio

Karen Kovach, General Counsel

Fairfield, Ohio

P.U.C.O. 2

SECTION 2 - RULES AND REGULATIONS (Continued)

V. SPECIAL CONSTRUCTION (Continued)

1. General: (Continued)

- 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.

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.

3. Early Discontinuance Liability

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.

W. 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.

P.U.C.O. 2

SECTION 2 - RULES AND REGULATIONS (Continued)

X. INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS

1. 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. Commission approval of contracts does not constitute a determination of the reasonableness of termination liability provisions.

Y. TELECOMMUNICATIONS RELAY SERVICE (TRS)

Enables deaf, hard-of-hearing or speech-impaired persons who uses a Text Telephone (TT) similar devices to communicate freely with the hearing population not using TT and visa versa. A Customer will be able to access the state provider to complete such calls. The Company will impose a surcharge to all Customers at a level determined by the Commission. The Customer may access TRS via the Company by either TRS's toll free 800 number or by dialing the 711 service access code.

Issue Date: May 17, 2011

Effective Date: May 17, 2011

In Accordance with Case No. 10-1010-TP-ATA and 11-2960-TP-ATA

Issued by the Public Utilities Commission of Ohio

Karen Kovach, General Counsel

Fairfield, Ohio

P.U.C.O. 2

SECTION 3 – DESCRIPTION OF SERVICE AND RATES

A. BASIC LOCAL EXCHANGE SERVICE

1. Services Offered

Local Exchange Service Areas are described below. The services in this Section are offered to residential Customers only.

- a. Company provides BLES service in the exchange areas served by Frontier North Inc.
- b. Company's description of service area in no way compels Company to provide any service in an area where facilities or other extenuating factors limit Company's ability to provide service.

2. Directory Assistance Service

The Company furnishes Local Directory Assistance Service ("DA") for the purpose of aiding Customers in obtaining telephone numbers through arrangements with the incumbent local exchange carrier.

3. Directory Listings

a. Limitation of Liability

The Company's liability arising from errors or omissions in directory listings shall be limited to the actual cost to the Customer for the directory listing during a given period of time. There is no liability to the Company and there will be no recovery by a Customer for loss of business to a Customer for errors or omissions in directory listings.

Approval of limitation of liability language by the Commission does not constitute a determination by the Commission that the limitation of liability imposed by the Company should be upheld in a court of law. Approval by the Commission merely recognizes that since it is a court's responsibility to adjudicate negligence and consequent damage claims, it is also the court's responsibility to determine the validity of the exculpatory clause.

P.U.C.O. 2

SECTION 3 – DESCRIPTION OF SERVICE AND RATES (Continued)

A. BASIC LOCAL EXCHANGE SERVICE (Continued)

4. Operator Assisted Calls

a. Local Operator Handled Calling Services

Local Operator Handled Calling Services are provided to Customers and users of Company-provided exchange access service. Per call charges which reflect the level of operator assistance and billing arrangement requested by the Customer apply in addition to any other applicable local usage charges. Company provides collect call, third-party billed and person-to-person call blocking automatically upon subscription at no charge. Thus, Customers may dial, but may not receive or be billed for, these types of operator-assisted calls.

b. Busy Line Verification and Line Interrupt Service

Upon request of a calling party the Company will verify a busy condition on a designated local service line. The operator will determine if the line is clear or in use and report to the calling party. At the request of the Customer, the operator will interrupt the call on the busy line. Busy Line Interruption is only permitted in cases where the calling party indicates an emergency exists and requests interruption.

No charge will apply when the calling party advises that the call is to or from an official public emergency agency. Busy Verification and Interrupt Service is furnished where and to the extent that facilities permit.

5. Emergency Telephone Service (E-911)

- a. Enhanced 9-1-1 service” or “E-911” is a service consisting of telephone network features and Public Safety Answering Points (PSAPs) provided for Customers to reach a PSAP by dialing the digits “9-1-1.” Such service automatically directs 9-1-1 emergency telephone calls to the appropriate PSAPs by selective routing based on the geographical location from which the emergency call originated and provides the capability for Automatic Number Identification and Automatic Location Identification features.
- b. All E-911 calls will be placed by the calling party via interconnection with a local exchange carrier or an interexchange carrier other than the Company. The Company cannot guarantee the completion of said E-911 call, the quality of the call or any features that may otherwise be provided with E-911 service, except to the extent guaranteed in the Company’s interconnection or resale agreements with the incumbent local exchange carrier or other facilities provider.

Issue Date: May 17, 2011

Effective Date: May 17, 2011

In Accordance with Case No. 10-1010-TP-ATA and 11-2960-TP-ATA

Issued by the Public Utilities Commission of Ohio

Karen Kovach, General Counsel

Fairfield, Ohio

P.U.C.O. 2

SECTION 3 – DESCRIPTION OF SERVICE AND RATES (Continued)

A. BASIC LOCAL EXCHANGE SERVICE (Continued)

5. Emergency Telephone Service (E-911) (Continued)

- c. This service is offered as an aid in handling assistance calls in connection with fire, police and other emergencies and does not create any relationship or obligation, direct or indirect, to any person. In the event of any interruption of the service, the Company shall not be liable to any person, corporation or other entity for any loss or damage in an amount greater than an amount equal to the pro rata allowance of the Tariff for the service or facilities provided to the Customer for the time such interruption continues, after notice to the Company. No allowance shall be made if the interruption is due to the negligence or willful act of the Customer of the service.
- d. Further, each Customer agrees to release, indemnify, defend and hold harmless the Company 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 or person for any injury to or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by the Customer or others, or for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of E-911 service features and the equipment associated therewith, or by any services which are or may be furnished by the Company in connection therewith, including but not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing E-911 services hereunder, and which arise out of the negligence or other wrongful act of the Company, the Customer, its user agencies or municipalities or employees or agents of any one of them.
- e. A 911 tax will be billed to the Customer, as indicated herein, when imposed by the local government of the service address of the Customer.

Issue Date: May 17, 2011

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Fairfield, Ohio

P.U.C.O. 2

SECTION 3 – DESCRIPTION OF SERVICE AND RATES (Continued)

A. BASIC LOCAL EXCHANGE SERVICE (Continued)

6. Application of Rates for Business and Residence Service

a. General

The following regulations apply specifically to telephone service other than public or semi-public service.

Business and residence classifications are determined on the basis of location and character of use of the service.

b. Residence Service

- i. Residence rates apply whenever the service is of a social and domestic nature provided the service is not also used substantially for occupational or commercial purposes.

The use of the service is presumed to be of a social and domestic nature provided and residence rates should be applied in each of the following, for example:

- (a) When the service is located in a house, apartment, suite, or room constituting the home of a person in whose name the telephone is listed and the service is not available for use by other than members of the household except as qualified under Business Service.
- (b) At stables and garages when strictly a part of the Customer's domestic establishment.
- (c) A telephone located at any point in a church where only occasionally used and where the business use, if any, is merely incidental and where there is no full time paid or volunteer clerical staff.
- (d) When located in the residential quarters of a religious order.

P.U.C.O. 2

SECTION 3 – DESCRIPTION OF SERVICE AND RATES (Continued)

A. BASIC LOCAL EXCHANGE SERVICE (Continued)

7. Additional Charges Applied to Basic Exchange Access Services

In addition to the charges for basic exchange access services described in this Tariff, the following charges apply to each individual exchange access service line unless otherwise specified:

- a. The 911 Telecommunications Service Surcharge, if applicable.
- b. Any applicable municipal, state or federal taxes, telecommunications municipal infrastructure maintenance fees or other charges.
- c. Casual traffic charges that are derived from third party calls (e.g. 10XXX, 900/976, third party calls initiated by Customer through the Company's system) and trafficked over the Company's system.
- d. Local Number Portability (LNP) - Customers are assessed this fee for costs incurred when an end-user switches local carriers while maintaining the same local telephone number.
- e. Payment By Phone Charge - The Payment by Phone Charge is designed to cover the costs of processing a payment over the phone with a live representative. This charge can be avoided by setting up automatic payments or by paying the monthly bill online using the Customer portal.

8. Basic Local Exchange Service Rates and Charges

Charges set forth in Company's Price List apply to Basic Standard Ohio Unlimited Local Usage Service for residence lines. Rates and charges include Touchtone Service for each line. The rates and charges below apply to service provided on a month-to month basis. Customers may presubscribe to intraLATA, interLATA and interstate long distance service in addition to local exchange service, long distance calls to be billed on a per-minute basis.

P.U.C.O. 2

SECTION 3 – DESCRIPTION OF SERVICE AND RATES (Continued)

B. INTRALATA AND INTERLATA PRESUBSCRIPTION

1. General

Carrier Presubscription is a procedure whereby a Customer designates to the Company the carrier that the Customer wishes to be the carrier of choice for intraLATA and interLATA toll calls. Such calls are automatically directed to the designated carrier, without the need to use carrier access codes or additional dialing to direct the call to the designated carrier. Presubscription does not prevent a Customer who has presubscribed to an intraLATA or interLATA toll carrier from using carrier access codes or additional dialing to direct calls to an alternative long distance carrier on a per call basis.

2. Presubscription Charges

After a Customer's initial selection for a presubscribed toll carrier, for any change thereafter, a Presubscription Change Charge, as set forth below will apply. Customers who request a change in intraLATA and interLATA carriers with the same order will be assessed a single charge per line.

Issue Date: May 17, 2011

Effective Date: May 17, 2011

In Accordance with Case No. 10-1010-TP-ATA and 11-2960-TP-ATA

Issued by the Public Utilities Commission of Ohio

Karen Kovach, General Counsel

Fairfield, Ohio

SECTION 4 - PRICE SHEETS

A. BASIC LOCAL EXCHANGE SERVICE

1. Additional/Miscellaneous Charges

Local Number Portability (LNP)	\$0.35 per port
Per Call Blocking (*67)	no charge
Payment by Phone Charge	\$ 4.99
Technician Dispatch	\$85/per 1/2 hour
Expedite	\$15.00
New Phone Number	\$10.00

2. Service Establishment and Change Charges:

Local Exchange Service Installation Charge *	
New Installation of Service at Customer's premises	\$150.00

Conversion Fee

The conversion charge is applied to the Customer's account upon the Customer moving from a carrier other than Company to company for local service

Conversion charge, per line	\$25.00
-----------------------------	---------

One-Time Change to Service

This charge applies anytime a Customer requests that his/her service or class of service be changed. This charge may be applied to a service as many times as the Customer requests that his/her service be changed and is charges in addition to any other monthly or installation charge which is associated with the service the Customer orders.

Change Order	\$15.00
New phone number (at Customer's request)	\$30.00

*Customer must be available at scheduled appointment time.

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Effective Date: May 17, 2011

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Fairfield, Ohio

P.U.C.O. 2

SECTION 4 - PRICE SHEETS (Continued)

A. BASIC LOCAL EXCHANGE SERVICE (Continued)

2. Service Establishment and Change Charges: (Continued)

	<u>Non- Recurring Charges</u>	<u>Monthly Recurring Charges</u>
Restore Suspended Service Charge		
Restore Suspended Service is a nonrecurring charge which applies each time a service is reconnected after suspension for nonpayment.		
Per order	\$25.00	
Moves and Additional Line Installation		
Move service to new location *	\$75.00	
Installation of additional line *	\$75.00	
Missed Appointment		
Customer must be available for scheduled appointments or be assessed a missed appointment charge		
Per Missed Appointment	\$73.00	
Cancellation of new install after submitted to local exchange carrier	\$25.00	
Service Line Charge		\$ 6.50
3. <u>BLES Service Rates</u>		
Sure Talk Simple		\$29.99
Call to Connect Business Basic		\$39.99

*Customer must be available at scheduled appointment time.

Issue Date: May 17, 2011

Effective Date: May 17, 2011

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Karen Kovach, General Counsel

Fairfield, Ohio

P.U.C.O. 2

SECTION 4 - PRICE SHEETS (Continued)

B. INTRALATA AND INTERLATA PRESUBSCRIPTION CHARGES

Nonrecurring charges per business or residence line, trunk or port

Initial or Primary Line \$0.00

Issue Date: May 17, 2011

Effective Date: May 17, 2011

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Issued by the Public Utilities Commission of Ohio

Karen Kovach, General Counsel

Fairfield, Ohio

EXHIBIT C
(Narrative Summarizing Changes)

The Applicant hereby establishes a Basic Local Exchange Service (BLES) Tariff and detariffs certain services in accordance with the Commission's January 19, 2011 Entry in Case No. 10-1010-TP-ORD. The Applicant intends only a) to remove from its tariff rates, terms and conditions of services required to be detariffed as a result of the adoption by the Commission of rules to implement Substitute Senate Bill 162 and b) to correct typographical errors in the tariff.

The new BLES Tariff replaces and supersedes the Applicant's Ohio Telecommunications Tariff No. 1 in its entirety. The Applicant currently has one additional tariff that appears on the Commission's website, its Access (Carrier-to-Carrier Services) Tariff PUCO No. 2, which **remains in effect and does not change.**

EXHIBIT D
(Customer Notices)

The customer notices accompanying the affidavit attached hereto as Exhibit E were mailed to customers between April 1 and April 26, 2011. In addition, on March 24, 2011 the notices were forwarded to the Commission-provided electronic mailbox (Telecomm-Rule07@puc.state.oh.us) in accordance with the Entry issued January 19, 2011 in Case No. 10-1010-TP-ORD.

EXHIBIT E
(Affidavit)

CUSTOMER NOTICE AFFIDAVIT

STATE OF OHIO:

SS:

COUNTY OF HAMILTON:

AFFIDAVIT

I, Karen Kovach, am an authorized agent of the applicant corporation, PNG Telecommunications, Inc., and am authorized to make this statement on its behalf. I attest that the customer notice(s) accompanying this affidavit were sent to affected customers through a bill message between April 1 and April 26, 2011, in accordance with Rule 4901:1-6-07, Ohio Administrative Code. Further, notices were sent via direct mail to customers who did not receive invoices in April. I declare under penalty of perjury that the foregoing is true and correct.

Executed on May 12, 2011 Cincinnati, Ohio
(Date) (Location)



Friday, April 29, 2011

PNG Telecommunications, Inc.

Invoice ID: 24000818
Invoice Date: 04/19/2011
Customer ID: [REDACTED]
Temporary Portal Password: [REDACTED]



For questions or concerns regarding your account or to obtain more information regarding rates, charges or taxes, please contact us at:

Customer Service: 1-877-599-3089
Trouble: 1-866-813-1653
Collections: 1-877-599-2921
<http://ecare.pngcom.com/site/>

Please see the last page of the Invoice for an important notice.

Invoice Summary

Previous Balance	\$27.77
Payments Received - Thank you	(\$27.77)
Previous Adjustments	\$0.00
Balance Forward	\$0.00

If your questions are not resolved after you have called our Customer Service Department, customers may call the public utilities commission of Ohio (PUCO). Toll free at 1-800-686-7826 or for TDD/TTY toll free at 1-800-686-1570 from 8:00 a.m. to 5:30 p.m. weekdays, or visit the PUCO website at www.puco.ohio.gov.

Usage Charges	\$7.81
Monthly Recurring Charges	\$1.95
Taxes	\$0.76
Surcharges and Fees	\$1.15

Total New Charges	\$11.67
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Total Amount Due By May 09, 2011	\$11.67
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To avoid any billing problems please call us with any changes or additions to your phone service.

Please detach and return this portion with your payment

Visit our Customer Portal at <http://ecare.pngcom.com/site/>, where you can sign up to view and pay your monthly bill online - it's secure, fast and free!

[REDACTED]
Customer ID: [REDACTED]
Invoice Date: 04/19/2011
Invoice ID: 24000818
Due Date: 05/09/2011
Total Amount Due: \$11.67

Please remit payment by 05/09/2011 to avoid a 1.5% Finance Charge.

Amount Enclosed: \$ _____

Please make check payable to **PowerNet Global**.
Please include your Customer ID on your check.
See reverse for alternate payment methods.



POWERNET GLOBAL COMMUNICATIONS
PO BOX 740146
CINCINNATI, OH 45274-0146

100101907280410201100000011674

Invoice ID: 24000818
 Invoice Date: 04/19/2011
 Customer ID: [REDACTED]

Invoice Details

<u>Description</u>	<u>Period</u>	<u>Quantity</u>	<u>Amount</u>	<u>Total</u>
Payments				(\$27.77)
Lockbox Payment 03-28-11			(\$27.77)	
Usage				\$7.81
Monthly Recurring Charges				\$1.95
Paper Invoice Charge	03/19/2011 - 04/19/2011	1	\$1.95	
Taxes				\$0.76
MUSKINGUM Sales Tax			\$0.16	
OH Sales Tax			\$0.60	
Surcharges and Fees				\$1.15
FCC Regulatory Fee (Wireline)			\$0.01	
Fed Universal Service Fund			\$0.54	
Network Access Charge			\$0.60	

Account Code Details

#	Date	Time	Minutes	Phone Number	Location	Charge	#	Date	Time	Minutes	Phone Number	Location	Charge
No Code													

45	Calls	125.0	Minutes for	No Code	\$7.81
45	Calls	125.0	Minutes for customer	[REDACTED]	\$7.81

* Indicates a call originating from a payphone.

Invoice ID: 24000818
Invoice Date: 04/19/2011
Customer ID: [REDACTED]

NON-RESIDENTIAL CUSTOMER NOTICE

Dear Customer,

Beginning on May 17, 2011, the prices, service descriptions, and the terms and conditions for services other than a primary line provided by PNG Telecommunications, Inc. ("PowerNet Global") will no longer be on file at the Public Utilities Commission of Ohio (PUCO).

This modification does not automatically result in a change in the prices, terms, or conditions of those services to which you currently subscribe. PowerNet Global must still provide a customer notice at least fifteen days in advance of rate increases, changes in terms and conditions and discontinuance of existing services. Additionally, if you would like information on the Company's service offerings, please email us at solutions@pngmail.com or call 1-877-599-3087.

Since these services will no longer be on file with the PUCO, this means that the agreement reached between the customer and the Company will control new services or changes in service. For any new services or changes in service, it will be important that you carefully review and confirm the price, terms and conditions.

If you have any questions about this matter, please call PNG Telecommunications, Inc. d/b/a PowerNet Global at 1-877-599-3087 or email us at solutions@pngmail.com.

Sincerely,

PNG Telecommunications, Inc.

[REDACTED]

Friday, April 29, 2011

PNG Telecommunications, Inc.

Invoice ID: 23867703
Invoice Date: 04/02/2011
Customer ID: [REDACTED]



For questions or concerns regarding your account or to obtain more information regarding rates, charges or taxes, please contact us at:

Customer Service: 1-877-599-3087
Trouble: 1-866-813-1653
Collections: 1-877-599-2921
<http://ecare.pngcom.com/site/>

Please see the last page of the invoice for an important notice.

If your questions are not resolved after you have called our Customer Service Department, customers may call the public utilities commission of Ohio (PUCO). Toll free at 1-800-686-7826 or for TDD/TTY toll free at 1-800-686-1570 from 8:00 a.m. to 5:30 p.m. weekdays, or visit the PUCO website at www.puco.ohio.gov. Residential customers may call the Ohio Consumers Counsel (OCC), toll free at 1-877-742-5622 from 8:30 a.m. to 5:00 p.m. weekdays, or visit the OCC website at www.pickocc.org.

Invoice Summary

Previous Balance	\$14.90
Payments Received	\$0.00
Previous Adjustments	\$0.00
Balance Forward	\$14.90
Please remit this balance immediately to avoid additional finance charges or service interruption	
Finance Charge	\$0.22
Usage Charges	\$15.42
Monthly Recurring Charges	\$3.99
Taxes	\$1.43
Surcharges and Fees	\$1.07
Total New Charges	\$22.13

Total Amount Due By April 22, 2011 \$37.03

To avoid any billing problems please call us with any changes or additions to your phone service.

Please detach and return this portion with your payment

30 Days Past Due

Please call Customer Service today at 1-877-599-2921.



POWERNET GLOBAL COMMUNICATIONS
PO BOX 740146
CINCINNATI, OH 45274-0146

Customer ID: [REDACTED]
Invoice Date: 04/02/2011
Invoice ID: 23867703
Due Date: 04/22/2011
Total Amount Due: \$37.03
Amount Enclosed: \$

Please make check payable to PowerNet Global.
Please include your Customer ID on your check.
See reverse for alternate payment methods.

100100464120402201100000037036

Invoice ID: 23867703
Invoice Date: 04/02/2011
Customer ID: [REDACTED]

Invoice Details

<u>Description</u>	<u>Period</u>	<u>Quantity</u>	<u>Amount</u>	<u>Total</u>
Finance Charge				\$0.22
Finance Charge			\$0.22	
Usage				\$15.42
Monthly Recurring Charges				\$3.99
Toll Free Number Monthly Fee	03/02/2011 - 04/02/2011	1	\$3.99	
Taxes				\$1.43
OH Sales Tax			\$1.12	
PUTNAM Sales Tax			\$0.31	
Surcharges and Fees				\$1.07
FCC Regulatory Fee (Wireline)			\$0.01	
Fed Universal Service Fund			\$0.50	
Network Access Charge			\$0.56	

Call Details

#	Date	Time	Minutes	Phone Number	Location	Charge	#	Date	Time	Minutes	Phone Number	Location	Charge
[REDACTED]					Long Distance								

* Indicates a call originating from a payphone.

Invoice ID: 23867703
Invoice Date: 04/02/2011
Customer ID: [REDACTED]

#	Date	Time	Minutes	Phone Number	Location	Charge	#	Date	Time	Minutes	Phone Number	Location	Charge
---	------	------	---------	--------------	----------	--------	---	------	------	---------	--------------	----------	--------

135 Calls 209.9 Minutes for customer [REDACTED] \$15.42

* Indicates a call originating from a payphone.

Invoice ID: 23867703
Invoice Date: 04/02/2011
Customer ID: [REDACTED]

RESIDENTIAL CUSTOMER NOTICE

Dear Customer,

Beginning on May 17, 2011, the prices, service descriptions, and the terms and conditions for services other than local flat rate service that you are provided by PNG Telecommunications, Inc. ("PowerNet Global") will no longer be on file at the Public Utilities Commission of Ohio (PUCO).

This modification does not automatically result in a change in the prices, terms, or conditions of those services to which you currently subscribe. PowerNet Global must still provide a customer notice at least fifteen days in advance of rate increases, changes in terms and conditions and discontinuance of existing services. Additionally, if you would like information on the Company's service offerings, please email us at solutions@pngmail.com or call 1-877-599-3087.

Since these services will no longer be on file with the PUCO, this means that the agreement reached between the customer and the Company will control new services or changes in service. For any new services or changes in service, it will be important that you carefully review and confirm the price, terms and conditions.

If you have any questions about this matter, please call PNG Telecommunications, Inc. d/b/a PowerNet Global at 1-877-599-3087 or email us at solutions@pngmail.com.

Sincerely,

PNG Telecommunications, Inc.

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

5/17/2011 9:16:50 AM

in

Case No(s). 90-5452-TP-TRF, 11-2960-TP-ATA

Summary: Application to Detariff Services electronically filed by Carolyn S Flahive on behalf of PNG Telecommunications, Inc.