

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

**Per the Commission's 09/19/07 "Implementation Order" in Case No. 06-1345-TP-ORD**  
(Effective: 10/01/2007 through 04/01/2008)

In the Matter of the Application of Sunesys, LLC )  
 )  
to Detariff Certain Tier 2 Services and make other changes )  
related to the Implementation of Case No. 06-1345-TP-ORD )

TRF Docket No. 90-6177-CT-TRF

Case No. \_\_\_ - \_\_\_ - **TP - ATA**

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

Name of Registrant(s) Sunesys, LLC

DBA(s) of Registrant(s) N/A

Address of Registrant(s) 202 Titus Avenue, Warrington, PA 18976

Company Web Address www.sunesys.com

Regulatory Contact Person(s) Paul T. Bradshaw, Senior Counsel

Phone (267) 927-2029 Fax (267) 927-2090

Regulatory Contact Person's Email Address pbradshaw@sunesys.com

Contact Person for Annual Report Paul T. Bradshaw, Senior Counsel

Phone (267) 927-2029

Address (if different from above) Same as above

Consumer Contact Information Paul T. Bradshaw, Senior Counsel

Phone (267) 927-2029

Address (if different from above) Same as 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.*

<b>Carrier Type</b>	<input type="checkbox"/> ILEC	<input type="checkbox"/> CLEC	<input checked="" type="checkbox"/> CTS
Business Tier 2 Services	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Residential & Business Toll Services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other Changes required by Rule (Describe in detail in Exhibit C)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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	Matrix or 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	Explanation of how the Applicant intends to comply with Rule 4901:1-6-05(G)(3) regarding disclosure of rates, terms, and conditions for detariffed services, including: <ul style="list-style-type: none"><li>• citation to the appropriate Web Page if any, in accordance with rule 4901:1-6-05(G)(4), and/or</li><li>• copy of other materials and publications to be used to comply with 4901:1-6-05(G)(3).</li></ul>
<input checked="" type="checkbox"/>	Exhibit E	One-time customer notice of detariffing and related changes consistent with rule 4901:1-06-16(B) , including where customers may find the information regarding such services as required by rule 4901:1-6-05(G)(3).
<input checked="" type="checkbox"/>	Exhibit F	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 and Service Standards***

I am an officer/agent of the applicant corporation, Sunesys, LLC, and am authorized to make this statement on its behalf. I attest that these tariffs comply with all applicable rules, including the Minimum Telephone Service Standards (MTSS) Pursuant to Chapter 4901:1-5 OAC for the state of Ohio. I understand that tariff notification filings do not imply Commission approval and that the Commission's rules, including the Minimum Telephone Service Standards, 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 June 11, 2008 at Warrington, PA  
DATE LOCATION

\*(Signature and Title)  (Date) 6-11-08  
PRESIDENT

- 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, Lawrence P. Coleman 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) , PRESIDENT

(Date) 6-11-08

.....\*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-WVR***

**EXHIBIT A**  
**(Existing Affected Tariff Pages)**

CHECK SHEET

The pages of this tariff are effective as of the date shown. The original and revised sheets named below contain all changes from the original tariff and are in effect on the date shown.

<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>
1	Original	27	Original	53	Original
2	Original	28	Original	54	Original
3	Original	29	Original	55	Original
4	Original	30	Original	56	Original
5	Original	31	Original	57	Original
6	Original	32	Original	58	Original
7	Original	33	Original	59	Original
8	Original	34	Original	60	Original
9	Original	35	Original	61	Original
10	Original	36	Original	62	Original
11	Original	37	Original	63	Original
12	Original	38	Original	64	Original
13	Original	39	Original	65	Original
14	Original	40	Original	66	Original
15	Original	41	Original	67	Original
16	Original	42	Original	68	Original
17	Original	43	Original		
18	Original	44	Original		
19	Original	45	Original		
20	Original	46	Original		
21	Original	47	Original		
22	Original	48	Original		
23	Original	49	Original		
24	Original	50	Original		
25	Original	51	Original		
26	Original	52	Original		

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Issued: January 6, 2004Effective: February 16, 2004

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Sunesys, Inc.  
202 Titus Avenue  
Warrington, Pennsylvania 18976

### 3. APPLICATION OF TARIFF

- 3.1 This Tariff applies to intrastate access service supplied to Customers for origination and termination of traffic to and from Central Office codes directly assigned to the Company.

This Tariff applies only to the extent that services provided hereunder are used by a Customer for the purpose of originating or terminating intrastate communications. A communication is "intrastate" only if all points of origination and termination are located within the State of Ohio.

#### 3.1.1 Dedicated High-Speed Digital Service

The furnishing of intrastate interLATA and intraLATA Dedicated Telecommunications services in connection with one-way and/or two-way information transmission originating from nonresidential user points within the State of Ohio.

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**4. REGULATIONS (Cont'd)****4.1 Undertaking of the Company (Cont'd)****4.1.5 Testing and Adjusting**

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.

**4.1.6 Provision of Equipment and Facilities**

- A) Except as otherwise indicated, customer-provided station equipment at the Customer's premises for use in conjunction with this service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.
- B) The Company shall not be responsible for the installation, operation or maintenance of any Customer-provided communications equipment. Where such equipment is connected to service furnished pursuant to this Tariff, the responsibility of the Company shall be limited to the furnishing of services under this Tariff and to the maintenance and operation of such services in the proper manner. Subject to this responsibility, the Company shall not be responsible for:
  - 1) the through transmission of signals generated by Customer-provided equipment or for the quality of, or defects in, such transmission; or
  - 2) the reception of signals by Customer-provided equipment; or

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**4. REGULATIONS (Cont'd)****4.6 Payment Arrangements****4.6.1 Payment for Service**

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer.

- A) The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however, designated) (excluding taxes on the Company's net income) imposed on or based upon the provision, sale or use of Network Services.

**4.6.2 Billing and Collection of Charges**

Company's bills and billing practice will comply with OAC 4901:1-5-15. The Customer is responsible for payment of all charges incurred by the Customer or other users for services and facilities furnished to the Customer by the Company.

- A) Charges for facilities and service, other than usage charges, are due monthly in advance. All other charges are payable upon request of the Company. Bills are due no sooner than fourteen (14) days from the post-marked date that appears on the bill and are payable at any business office of the Company, by U.S. Mail, or at any location designated by the Company. If objection is not received by the Company within a reasonable time after the bill is rendered, the items and charges appearing thereon shall be determined to be correct and binding upon the customer. A bill will not be deemed correct and binding upon the customer if the Company has records on the basis of which an objection may be considered, or if the customer has in his or her possession such Company records. If objection results in a refund to the customer, such refund will be with interest at the greater of the unadjusted customer deposit rate or the applicable late payment rate, if any, for the service classification under which the customer was billed. Interest, at the rate set forth in O.A.C. 4901:1-17-05, will be paid from the date when the customer overpayment was made, adjusted for any changes in the deposit rate or late payment rate, compounded monthly, until the overpayment is refunded. Notwithstanding the foregoing, no interest will be paid by the Company on customer

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**4. REGULATIONS (Cont'd)****4.6 Payment Arrangements (Cont'd)****4.6.2 Billing and Collection of Charges (Cont'd)****A) (Cont'd)**

overpayments that are refunded within 30 days after the overpayment is received by the Company.

**B)** The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within 30 days after the date of the invoice. When billing is based upon Customer usage, usage charges will be billed monthly for the preceding billing period.

**C)** When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.

**D)** Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this Tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

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4. REGULATIONS (Cont'd)4.6 Payment Arrangements (Cont'd)4.6.2 Billing and Collection of Charges (Cont'd)

- E) If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the date due, multiplied by a late factor. The late factor shall be:  
  
1.5 percent per month.
- F) The Customer will be assessed a charge of twenty-five dollars (\$25.00) for each check submitted by the Customer to the Company which a financial institution refuses to honor.
- G) If service is disconnected by the Company in accordance with Section 4.6.4 following and later reinstalled, service will be subject to all applicable installation charges. If service is suspended by the Company and later restored, service will be subject to all applicable restoration charges.

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4. REGULATIONS (Cont'd)4.6 Payment Arrangements (Cont'd)4.6.3 Billing DisputesA) General

All bills are presumed accurate, and shall be binding on the Customer unless notice of the disputed charge(s) is received by the Company within a reasonable amount of time (commencing 5 days after such bills have been mailed or otherwise rendered per the Company's normal course of business). For the purposes of this section, "notice" is defined as written notice or oral notice by telephone to the Company, containing sufficient documentation to investigate the dispute, including the account number under which the bill has been rendered, the date of the bill, and the specific items on the bill being disputed.

B) Late Payment Charge

- 1) The undisputed portions of the bill must be paid by the payment due date to avoid assessment of a late payment charge on the undisputed amount as provided in this Tariff.
- 2) In the event that a billing dispute is resolved by the Company in favor of the Customer, any disputed amount withheld pending resolution of the billing dispute shall not be subject to the late payment charge.

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4. REGULATIONS (Cont'd)4.6 Payment Arrangements (Cont'd)4.6.3 Billing Disputes (Cont'd)C) Adjustments or Refunds to the Customer

- 1) In the event that the Company resolves the billing dispute in favor of a Customer who has withheld payment of the disputed amount pending resolution of the disputed bill, the Company will credit the Customer's account for the disputed amount in the billing period following the resolution of the dispute.
- 2) In the event that the Company resolves the billing dispute in favor of a Customer who has paid the total amount of the disputed bill, the Company will credit the Customer's account for any overpayment by the Customer in the billing period following the resolution of the dispute.
- 3) In the event that the Company resolves the billing dispute in favor of a Customer who has paid the total amount of the disputed bill but canceled the service, the Company will issue a refund of any overpayment by the Customer.
- 4) All adjustments or refunds provided by the Company to the Customer at the Customer's request, or provided by the Company to the Customer by way of compromise of a billing dispute, and which are accepted by the Customer, are final and constitute full satisfaction, settlement, and/or compromise of all of the Customer's claims for the billing period for which the adjustment or refund was issued.

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4. REGULATIONS (Cont'd)4.6 Payment Arrangements (Cont'd)4.6.3 Billing Disputes (Cont'd)D) Unresolved Billing Disputes

In the case of a billing dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled to the mutual satisfaction of the Customer and the Company, the Customer has a reasonable amount of time in which to take the following course of action.

- 1) First, the Customer may request and the Company will provide an in-depth review of the disputed amount.
- 2) Second, if after investigation and review by the Company, a disagreement remains as to the disputed amount, the Customer may file an appropriate complaint with:

Public Utilities Commission of Ohio  
180 E. Broad Street  
Columbus, Ohio 43215  
1(800) 686-7826

With a copy to:

Sunesys, Inc.  
202 Titus Avenue  
Warrington, Pennsylvania 18976  
1(800) 286-6664

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**4. REGULATIONS (Cont'd)****4.6 Payment Arrangements (Cont'd)****4.6.4 Suspension or Termination for Nonpayment**

Company may suspend Customer services for nonpayment of charges in accordance with O.A.C. 4901:1-5-17.

**4.6.5 Exceptions to Suspension and Termination**

Telephone service shall not be suspended or terminated for:

- 1) Nonpayment of bills rendered for charges other than telephone service or deposits requested in connection with telephone service;
- 2) Nonpayment for service for which a bill has not been rendered;
- 3) Nonpayment for services which have not been rendered;
- 4) Nonpayment of any billed charge which is in dispute or for the nonpayment of a deposit which is in dispute during the period before a determination of the dispute is made by the Company in accordance with Company's complaint handling procedures. These procedures shall be in accordance with the Commission's Rules and Regulations.

Telephone service may be suspended or terminated for nonpayment of the undisputed portion of a disputed bill or deposit if the customer does not pay the undisputed portion after being asked to do so.

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4. REGULATIONS (Cont'd)4.6 Payment Arrangements (Cont'd)4.6.5 Exceptions to Suspension and Termination (Cont'd)

- 6) IntraLATA toll service will only be terminated for nonpayment of charges associated with intraLATA toll service. The Company will not block a customer's access to any IXC for nonpayment of toll charges owed to an IXC other than the IXC to whom the customer is indebted.

4.6.6 Termination For Cause Other Than NonpaymentA. General

The Company, after notice in writing to the customer and after having given the customer an appropriate opportunity to respond to such notice, may terminate service and sever the connection(s) from the customer's premises under the following conditions:

1. in the event of prohibited, unlawful or improper use of the facilities or service, or any other violation by the customer of the rules and regulations governing the facilities and service furnished, or
2. If, in the judgment of the Company, any use of the facilities or service by the customer may adversely affect the Company's personnel, plant, property or service. The Company shall have the right to take immediate action, including termination of the service and severing of the connection, without notice to the customer when injury or damage to telephone personnel, plant, property or service is occurring, or is likely to occur, or

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4. REGULATIONS (Cont'd)4.6 Payment Arrangements (Cont'd)4.6.9 Customer Overpayment

The Company will provide interest on customer overpayments that are not refunded within 30 days of the date the Company receives the overpayment.

An overpayment is considered to have occurred when payment in excess of the correct charges for service is made because of erroneous Company billing. The customer's account will be credited for the overpayment, plus interest within two billing periods after such refund is determined to be justified, or, if the customer's account is current, the customer may opt for either credit or a direct payment. The rate of interest shall be the greater of the customer deposit interest rate, as specified in O.A.C. 4901:1-17-05, or the Company's applicable Late Payment Charge.

Interest shall be paid from the date when overpayment was made, adjusted for any changes in the deposit rate or late payment rate, and compounded monthly, until the date when the overpayment is refunded. The date when overpayment is considered to have been made will be the date on which the customer's overpayment was originally recorded to the customer's account by the Company.

The Company shall state the total amount to be refunded by the second bill mailed to the customer after such refund is determined to be justified.

4.6.10 Cancellation of Application for Service

- A) When a customer cancels and application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below:

Where the company has notified a customer or prospective customer of the possibility that special expenses may be incurred in connection with provisioning the customer's service, and then the company does not incur such expenses.

Expenses could include special instruction, or where special arrangements of facilities or equipment have begun before the company received a cancellation notice. The charge will be equal to the costs actually incurred, less net salvage

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**4. REGULATIONS (Cont'd)****4.7 Allowances for Interruptions in Service****4.7.1 General**

- A) A credit allowance will be given when service is interrupted, except as specified below. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this Tariff.
- B) An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- C) If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.
- D) Credit for Interruptions
  - 1) If the interruption continues for more than twenty-four (24) hours but less than forty-eight (48) hours, the credit shall be a pro-rata portion of the monthly charge(s) for any and all services rendered inoperative during the interruption.
  - 2) If the interruption continues for more than forty-eight (48) hours but less than seventy-two (72) hours, the credit shall be one-third of one months charges for any services rendered inoperative.
  - 3) If the interruption continues for more than seventy-two (72) hours but less than ninety-six (96) hours, the credit shall be two-thirds of one months charges for any services rendered inoperative.

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4. REGULATIONS (Cont'd)4.7 Allowances for Interruptions in Service (Cont'd)4.7.1 General (Cont'd)

## D) Credit for Interruptions (Cont'd)

- 4) If the interruption continues for more than ninety-six (96) hours, the credit shall be one months charges for any services rendered inoperative.

Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one interruption.

- E) Credits attributable to any billing period for interruptions of service shall not exceed the total charges for that period for the service and facilities furnished by the Company rendered useless or substantially impaired.

- F) For the purpose of applying this provision, the word "interruption" shall mean the inability to complete calls either incoming or outgoing or both due to equipment malfunction or human errors. "Interruption" does not include and no allowance shall be given for service difficulties such as slow dial tone, circuits busy or other network and/or switching capacity shortages, or where the interruption is the result of acts of God, military action, wars, insurrections, riots, or strikes. Nor shall the interruption allowance apply where service is interrupted by the negligence or willful act of the subscriber, as a result of a malfunction of subscriber-owned equipment, where the Company, pursuant to the terms of the Tariff, suspends or terminates service because of nonpayment of bills due to the company, unlawful or improper use of the facilities or service, or any other reason covered by the Tariff. No allowance shall be made for interruptions due to electric power failure where, by the provisions of this Tariff, the subscriber is responsible for providing electric power. Allowance for interruptions of measured rate service will not affect the subscriber's call allowance during a given billing period.

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4. REGULATIONS (Cont'd)

4.8 Customer Liability for Unauthorized Use of the Network

4.8.1 Unauthorized Use of the Network

- A) Unauthorized use of the Network occurs when: (1) a person or entity that does not have actual, apparent, or implied authority to use the Network, obtains the Company's services provided under this Tariff; or (2) a person or entity that otherwise has actual, apparent, or implied authority to use the Network, makes fraudulent use of the Network to obtain the Company's services provided under this Tariff, or uses specific services that are not authorized.

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5. SERVICE DESCRIPTIONS AND TECHNICAL STANDARDS (Cont'd)5.3 Service Descriptions and Technical Specifications (Cont'd)5.3.2 Digital Data Service (DDS)

A Digital Data Channel is a channel for duplex four-wire transmission of synchronous serial data at rates of 2.4, 4.8, 9.6, 19.2, 56, or 64 Kbps. The actual bit rate is a function of the channel interface selected by the Customer. The channel provides synchronous service with timing provided by Company, through Company facilities to the Customer in the received bit stream. Digital Data channels are provided only between Customer designated locations and/or between Customer designated locations and a Company's hub.

5.3.3 DS-1 Service

DS-1 Service, or Digital Signal Level 1 Service, is a channel for the transmission of 1.5644 Mbps data. The actual bit rate and framing format is a function of the channel interface selected by the Customer. DS-1 Channels are provided between Customer designated locations and between Customer designated locations and a Company's hub.

Technical standards are defined in Bellcore Technical Reference TR-NPL-000054, TR-TSY-000342, TR-TSY-000194, and PUB 62508, PUB 62411, PUB 62411A.

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5. SERVICE DESCRIPTIONS AND TECHNICAL STANDARDS (Cont'd)

5.3 Service Descriptions and Technical Specifications (Cont'd)

5.3.4 DS-3 Service

DS-3 Service, or Digital Signal Level 3 Service, is a channel for the transmission of 44.736 Mbps data. The actual bit rate and framing format is a function of the channel interface selected by the Customer. DS-3 Channels are provided between Customer designated locations and/or between Customer designated locations and a Company's hub.

DS-3 service is provided with an electrical interface. As an option, this service may be provided to a Customer with an optical interface at the Customer's premises. Services with this option will terminate in Company's Optical Line Terminating Equipment (OLTE) located in Company's hub. The OLTE located at the Customer's premises is subject to the mutual agreement of the parties, and must be compatible with the OLTE located in Company's hub. The optical interface option is available only where facilities permit, and is offered on an Individual Case Basis (ICB)

Technical standards are defined in Bellcore Technical Reference TR-NPL-000054, TR-TSY-000342, TR-TSY-000194, and PUB 62508, PUB 62411, PUB 62411A.

5.3.5 DS-3 (X3), (X9), or (X12), (X24) Services

DS-3 services may be ordered in multiples of 3 (X3), 9 (X9), or 12 (X12) (X24). These services are offered in the same configuration as DS-3 service (i.e. either electrical or optical interface), and with the same technical specifications. These services will be provided initially on an ICB.

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5. SERVICE DESCRIPTIONS AND TECHNICAL STANDARDS (Cont'd)

5.3 Service Descriptions and Technical Specifications (Cont'd)

5.3.6 Fractional DS-1 Service (NOC)

Fractional DS-1 service consists of 2 to 24 DS-0 or DDS channels between two Customer designated locations, utilizing DS-1 level facilities, and multiplexing arrangements.

5.3.7 Dark Fiber Services

Dark Fiber facilities shall normally be installed using single mode, fiber optic facilities suitable for provisioning point-to-point communications, transmitting at Customer specified bandwidths. Multimode fiber, at the Customer's request, may be used depending upon facilities availability.

These Dark Fiber facilities are available only where sufficient facilities are provided in Company's network, and charges will be provided on an ICB, as filed with the Commission. Dark Fiber will be offered in capacities of one strand and above, with the fiber terminating on a standard optical patch panel. As Company does not provide the electronics, Company cannot test and monitor the facilities. When available, pricing will be on a per strand per mile basis.

When provided, the type of facility and the route of the facility will be determined by Company. Company makes no guarantee or warranty of the suitability of Dark Fiber for purposes intended by the Customer.

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5. SERVICE DESCRIPTIONS AND TECHNICAL STANDARDS (Cont'd)5.3 Service Descriptions and Technical Specifications (Cont'd)5.3.8 Dim Fiber Services

Dim Fiber is a service that permits the Customer to utilize a portion of Company's bandwidth in increments that are traditionally non-standard telephony bandwidths, such as 4 Nbps, 10 Mbps, 16 Mbps, or 100 Mbps. Dim Fiber service is offered only where facilities permit, and may be offered with custom multiplexing equipment or utilizing Customer provided equipment. Dim Fiber will be priced based on the capacity and the multiplexing services required. As Company may not provide the electronics, Company may not test and monitor the facilities.

When provided, the type of facility and the route of the facility will be determined by Company. When the Customer provides the electronics, Company makes no guarantee or warranty of the suitability of Dim Fiber for purposes intended by the Customer.

5.3.9 Multiplexing Services

Multiplexing is provided in the following configurations:

M13 Multiplexing (ICB)

An arrangement that converts a 44.736 Mbps channel into 28 DS-1 channels using digital time division multiplexing.

DS-1 to DS-0 Multiplexing

An arrangement that converts a 1.544 Mbps channel into 24 channels for use with Voice Grade Facilities or DDS.

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5. SERVICE DESCRIPTIONS AND TECHNICAL STANDARDS (Cont'd)

5.3 Service Descriptions and Technical Specifications (Cont'd)

5.3.10 Customer Provided Equipment

Customer provided terminating equipment such as CSUs, multiplexers, and other terminating equipment may, at the Customer's request, be provided by the Customer, at the Customer's expense. Company makes no guarantees or warranties as to the performance of Customer provided equipment.

5.4 Rate Categories

There are six rate categories that may apply to Company's Services.

5.4.1 Channel Terminations

The Channel Termination Rate Category provides for the communications path between a Customer designated premises, and another Customer designated premises. Included as part of the Channel Termination is a standard channel interface arrangement which defines the technical characteristics associated with the type of facilities to which the Company's service is to be connected, and the type of signaling capability (if any). One channel Termination charge applies per Customer designated premises at which the service is terminated.

5.4.2 Channel Mileage

The Channel Mileage Rate Category provides for the transmission facilities between two or more Customer designated premises. The Channel Mileage Rate Category is not applied to services that are less than one V&H computed mile (as described in Section 6 of this Tariff), unless specified. Channel Mileage Rates are comprised of a Fixed Mileage Rate, applied to the first mile, and a Per Mile Rate Element, applied for each mile.

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Issued: January 6, 2004

Effective: February 16, 2004

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## 6. Rates (Cont'd)

6.2 Digital Data Service (DDS):

	<u>Recurring Charges</u>	<u>Non-Recurring</u>	
	Rate	<u>First</u>	<u>Add'l.</u>
		Rate	Rate
<b>2.4 kbps - DDS</b>			
Per Point of Termination	\$125.00	\$900.00	\$900.00
End Channel Mileage (Add'l. 1 M)	\$50.00	\$50.00	\$50.00
Fixed Mileage	\$77.00	\$50.00	\$50.00
Per Mile Charge	\$2.00	\$50.00	\$50.00
<b>4.8 kbps - DDS</b>			
Per Point of Termination	\$125.00	\$900.00	\$900.00
End Channel Mileage (Add'l. 1 M)	\$50.00	\$50.00	\$50.00
Fixed Mileage	\$77.00	\$50.00	\$50.00
Per Mile Charge	\$2.00	\$50.00	\$50.00
<b>9.6 kbps - DDS</b>			
Per Point of Termination	\$125.00	\$900.00	\$900.00
End Channel Mileage (Add'l. 1 M)	\$50.00	\$50.00	\$50.00
Fixed Mileage	\$77.00	\$50.00	\$50.00
Per Mile Charge	\$2.00	\$50.00	\$50.00
<b>19.2 kbps - DDS</b>			
Per Point of Termination	\$125.00	\$900.00	\$900.00
End Channel Mileage (Add'l. 1 M)	\$50.00	\$50.00	\$50.00
Fixed Mileage	\$77.00	\$50.00	\$50.00
Per Mile Charge	\$2.00	\$50.00	\$50.00
<b>56 kbps - DDS</b>			
Per Point of Termination	\$125.00	\$900.00	\$900.00
End Channel Mileage (Add'l. 1 M)	\$50.00	\$50.00	\$50.00
Fixed Mileage	\$77.00	\$50.00	\$50.00
Per Mile Charge	\$2.00	\$50.00	\$50.00

Issued: January 6, 2004Effective: February 16, 2004

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## 6. Rates (Cont'd)

6.2 Digital Data Service (DDS): (Cont'd)

	Recurring Charges	Non-Recurring	
	Rate	First	Add'l
		Rate	Rate
<b>64 kbps - DDS</b>			
Per Point of Termination	\$125.00	\$900.00	\$900.00
End Channel Mileage (Add'l. 1 M)	\$50.00	\$50.00	\$50.00
Fixed Mileage	\$77.00	\$50.00	\$50.00
Per Mile Charge	\$2.00	\$50.00	\$50.00

6.3 DS-1 Services:

	Recurring Charges	Non-Recurring	
	Rate	First	Add'l.
		Rate	Rate
<b>DS-1</b>			
Per Point of Termination	\$300.00	\$450.00	\$450.00
End Channel Mileage (Add'l. 1 M)	\$50.00	\$ 50.00	\$50.00
Office Channel Interface	\$50.00	\$50.00	\$50.00
Customer Channel Interface	\$50.00	\$50.00	\$50.00
Fixed Mileage	\$150.00	\$50.00	\$50.00
Per Mile Charge	\$33.00	\$50.00	\$50.00

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6. Rates (Cont'd)6.4 DS-3 Services:

	<u>Recurring Charges</u>	<u>Non-Recurring</u>	
	Rate	<u>First</u>	<u>Add'l.</u>
		Rate	Rate
<b>DS-3</b>			
System Termination			
End Channel Mileage	\$2,600.00	\$1,000.00	\$1,000.00
(Add'l. 1 M)	\$50.00	\$50.00	\$50.00
Office Channel Interface			
Customer Channel Interface	\$50.00	\$50.00	\$50.00
Fixed Mileage (0-8 Miles)	\$50.00	\$50.00	\$50.00
Fixed Mileage (9-25 Miles)	\$1,100.00	\$50.00	\$50.00
Fixed Mileage (26+ Miles)	\$1,100.00	\$50.00	\$50.00
Mile Charge (0-8 Miles)	\$150.0	\$50.00	\$50.00
Mile Charge (9-25 Miles)	\$150.00	\$50.00	\$50.00
Mile Charge (26+ Miles)	\$150.00	\$50.00	\$50.00
<b>DS-3 (X3)</b>			
System Termination			
End Channel Mileage	\$7,000.00	\$1,000.00	\$1,000.00
(Add'l. 1 M)	\$50.00	\$50.00	\$50.00
Office Channel Interface	\$50.00	\$50.00	\$50.00
Customer Channel Interface	\$50.00	\$50.00	\$50.00
Fixed Mileage (0-8 Miles)	\$1,100.00	\$50.00	\$50.00
Fixed Mileage (9-25 Miles)	\$1,100.00	\$50.00	\$50.00
Fixed Mileage (26+ Miles)	\$1,100.00	\$50.00	\$50.00
Mile Charge (0-8 Miles)	\$150.0	\$50.00	\$50.00
Mile Charge (9-25 Miles)	\$150.00	\$50.00	\$50.00
Mile Charge (26+ Miles)	\$150.00	\$50.00	\$50.00
<b>DS-3 (X12)</b>			
System Termination			
End Channel Mileage	\$26,000.00	\$1,000.00	\$1,000.00
(Add'l. 1 M)	\$50.00	\$50.00	\$50.00
Office Channel Interface			
Customer Channel Interface	\$50.00	\$50.00	\$50.00
Per 28 DS-1 Channel Sys.	\$50.00	\$50.00	\$50.00
Fixed Mileage (0-8 Miles)	\$1,100.00	\$50.00	\$50.00
Fixed Mileage (9-25 Miles)	\$1,100.00	\$50.00	\$50.00
Fixed Mileage (26+ Miles)	\$1,100.00	\$50.00	\$50.00
Mile Charge (0-8 Miles)	\$150.0	\$50.00	\$50.00
Mile Charge (9-25 Miles)	\$150.00	\$50.00	\$50.00
Mile Charge (26+ Miles)	\$150.00	\$50.00	\$50.00

Issued: January 6, 2004Effective: February 16, 2004

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Rates (Cont'd)6.4 DS-3 Services: Ameritech and Bell Atlantic Service Areas (Cont'd)

	<u>Recurring Charges</u>	<u>Non-Recurring</u>	
		<u>First</u>	<u>Add'l.</u>
	Rate	Rate	Rate
<b>DS-3 (X24)</b>			
System Termination	\$50,000.00	\$1,000.00	\$1,000.00
End Channel Mileage (Add'l. 1 M)	\$50.00	\$50.00	\$50.00
Office Channel Interface	\$50.00	\$50.00	\$50.00
Customer Channel Interface	\$50.00	\$50.00	\$50.00
Per 28 DS-1 Channel Sys.	\$50.00	\$50.00	\$50.00
Fixed Mileage (0-8 Miles)	\$50.00	\$50.00	\$50.00
Fixed Mileage (9-25 Miles)	\$1,100.00	\$50.00	\$50.00
Fixed Mileage (26+ Miles)	\$1,100.00	\$50.00	\$50.00
Mile Charge (0-8 Miles)	\$1,100.00	\$50.00	\$50.00
Mile Charge (9-25 Miles)	\$215.00	\$50.00	\$50.00
Mile Charge (26+ Miles)	\$215.00	\$50.00	\$50.00

6.5 Multiplexing Services: Ameritech and Bell Atlantic Service Areas

	<u>Recurring Charges</u>	<u>Non-Recurring</u>	
		<u>First Rate</u>	<u>Add'l. Rate</u>
<b>Multiplexing</b>	Rate		
DS3-DS1 Multiplexing	\$900.00	\$760.00	\$760.00
DS1-DS0 Multiplexing	\$600.00	\$50.00	\$50.00

Issued: January 6, 2004Effective: February 16, 2004

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7. ADDITIONAL CHARGES (Cont'd)7.1 Rates (Cont'd)7.1.3 Point-To-Point and Multipoint Services (Cont'd)B) Digital Data Service (DDS)

	<u>Recurring Charges - Term</u>					<u>Non-Recurring</u>	
	<u>Monthly</u>	<u>2 Yr.</u>	<u>3 Yr.</u>	<u>5 Yr.</u>	<u>7 Yr.</u>	<u>First</u>	<u>Add'l.</u>
<b>2.4 kbps - DDS</b>							
Per Point of Termination	\$82.45	\$64.91	\$59.97	\$56.44	\$56.44	\$552.50	\$552.50
End Channel Mileage	N/A	N/A	N/A	N/A	N/A	N/A	N/A
(Add'l. 1 M)							
Fixed Mileage	\$12.33	\$10.37	\$9.70	\$9.32	\$9.32	N/A	N/A
Per Mile Charge	\$0.98	\$0.83	\$0.82	\$0.77	\$0.77	N/A	N/A
<b>4.8 kbps - DDS</b>							
Per Point of Termination	\$82.45	\$64.91	\$59.97	\$56.44	\$56.44	\$552.50	\$552.50
End Channel Mileage	N/A	N/A	N/A	N/A	N/A	N/A	N/A
(Add'l. 1 M)							
Fixed Mileage	\$12.33	\$10.37	\$9.70	\$9.32	\$9.32	N/A	N/A
Per Mile Charge	\$0.98	\$0.83	\$0.82	\$0.77	\$0.77	N/A	N/A
<b>9.6 kbps - DDS</b>							
Per Point of Termination	\$82.45	\$64.91	\$59.97	\$56.44	\$56.44	\$552.50	\$552.50
End Channel Mileage	N/A	N/A	N/A	N/A	N/A	N/A	N/A
(Add'l. 1 M)							
Fixed Mileage	\$12.33	\$10.37	\$9.70	\$9.32	\$9.32	N/A	N/A
Per Mile Charge	\$0.98	\$0.83	\$0.82	\$0.77	\$0.77	N/A	N/A
<b>19.2 kbps - DDS</b>							
Per Point of Termination	\$82.45	\$64.91	\$59.97	\$56.44	\$56.44	\$552.50	\$552.50
End Channel Mileage	N/A	N/A	N/A	N/A	N/A	N/A	N/A
(Add'l. 1 M)							
Fixed Mileage	\$12.33	\$10.37	\$9.70	\$9.32	\$9.32	N/A	N/A
Per Mile Charge	\$0.98	\$0.83	\$0.82	\$0.77	\$0.77	N/A	N/A
<b>56 kbps - DDS</b>							
Per Point of Termination	\$82.45	\$64.91	\$59.97	\$56.44	\$56.44	\$552.50	\$552.50
End Channel Mileage	N/A	N/A	N/A	N/A	N/A	N/A	N/A
(Add'l. 1 M)							
Fixed Mileage	\$12.33	\$10.37	\$9.70	\$9.32	\$9.32	N/A	N/A
Per Mile Charge	\$0.98	\$0.83	\$0.82	\$0.77	\$0.77	N/A	N/A
<b>64 kbps - DDS</b>							
Per Point of Termination	\$82.45	\$64.91	\$72.25	\$56.44	\$56.44	\$552.50	\$552.50
End Channel Mileage	N/A	N/A	N/A	N/A	N/A	N/A	N/A
(Add'l. 1 M)							
Fixed Mileage	\$12.33	\$10.37	\$68.00	\$9.32	\$9.32	N/A	N/A
Per Mile Charge	\$0.98	\$0.83	\$1.91	\$0.77	\$0.77	N/A	N/A

Issued: January 6, 2004Effective: February 16, 2004

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7. ADDITIONAL CHARGES (Cont'd)7.1 Rates (Cont'd)7.1.3 Point-To-Point and Multipoint Services (Cont'd)C) DS-1 Services

	<u>Recurring Charges - Term</u>					<u>Non-Recurring</u>	
	<u>Monthly</u>	<u>2 Yr.</u>	<u>3 Yr.</u>	<u>5 Yr.</u>	<u>7 Yr.</u>	<u>First</u>	<u>Add'l.</u>
<b>DS-1</b>							
Per Point of Termination	\$191.25	\$134.30	\$105.88	\$95.63	\$95.63	\$276.25	\$276.25
End Channel Mileage (Add'l. 1 M)	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Office Channel Interface	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Customer Channel Interface	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Fixed Mileage	\$68.85	\$55.25	\$32.15	\$21.08	\$21.08	N/A	N/A
Per Mile Charge	\$21.25	\$18.70	\$13.45	\$11.76	\$11.76	N/A	N/A

Issued: January 6, 2004Effective: February 16, 2004

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7. ADDITIONAL CHARGES (Cont'd)7.1 Rates (Cont'd)7.1.3 Point-To-Point and Multipoint Services (Cont'd)D) DS-3 Services

	<u>Recurring Charges - Term</u>					<u>Non-Recurring</u>	
	<u>Monthly</u>	<u>2 Yr.</u>	<u>3 Yr.</u>	<u>5 Yr.</u>	<u>7 Yr.</u>	<u>First</u>	<u>Add'l.</u>
<b>DS-3</b>							
System Termination	\$1,759.50	\$1,496.00	\$726.75	\$516.80	\$516.80	\$637.50	\$637.50
End Channel Mileage (Add'l. 1 M)	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Office Channel Interface	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Customer Channel Interface	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Fixed Mileage (0-8 Miles)	\$318.75	\$275.49	\$254.52	\$239.55	\$239.55	N/A	N/A
Fixed Mileage (9-25 Miles)	\$318.75	\$275.49	\$254.52	\$239.55	\$239.55	N/A	N/A
Fixed Mileage (26+ Miles)	\$318.75	\$275.49	\$254.52	\$239.55	\$239.55	N/A	N/A
Mile Charge (0-8 Miles)	\$102.00	\$85.00	\$61.51	\$34.00	\$34.00	N/A	N/A
Mile Charge (9-25 Miles)	\$102.00	\$85.00	\$61.51	\$34.00	\$34.00	N/A	N/A
Mile Charge (26+ Miles)	\$102.00	\$85.00	\$61.51	\$34.00	\$34.00	N/A	N/A
<b>DS-3 (X3)</b>							
System Termination	\$3,825.00	\$2,822.85	\$2,001.75	\$1,416.10	\$1,416.10	\$637.50	\$637.50
End Channel Mileage (Add'l. 1 M)	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Office Channel Interface	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Customer Channel Interface	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Fixed Mileage (0-8 Miles)	\$318.75	\$275.49	\$254.52	\$239.55	\$239.55	N/A	N/A
Fixed Mileage (9-25 Miles)	\$318.75	\$275.49	\$254.52	\$239.55	\$239.55	N/A	N/A
Fixed Mileage (26+ Miles)	\$318.75	\$275.49	\$254.52	\$239.55	\$239.55	N/A	N/A
Mile Charge (0-8 Miles)	\$102.00	\$85.00	\$61.51	\$34.00	\$34.00	N/A	N/A
Mile Charge (9-25 Miles)	\$102.00	\$85.00	\$61.51	\$34.00	\$34.00	N/A	N/A
Mile Charge (26+ Miles)	\$102.00	\$85.00	\$61.51	\$34.00	\$34.00	N/A	N/A
<b>DS-3 (X12)</b>							
System Termination	\$10,710.00	\$7,478.30	\$5,661.00	\$3,748.50	\$3,748.50	\$637.50	\$637.50
End Channel Mileage (Add'l. 1 M)	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Office Channel Interface	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Customer Channel Interface	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Per 28 DS-1 Channel Sys.	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Fixed Mileage (0-8 Miles)	\$318.75	\$275.49	\$254.52	\$239.55	\$239.55	N/A	N/A
Fixed Mileage (9-25 Miles)	\$318.75	\$275.49	\$254.52	\$239.55	\$239.55	N/A	N/A
Fixed Mileage (26+ Miles)	\$318.75	\$275.49	\$254.52	\$239.55	\$239.55	N/A	N/A
Mile Charge (0-8 Miles)	\$102.00	\$85.00	\$61.51	\$34.00	\$34.00	N/A	N/A
Mile Charge (9-25 Miles)	\$102.00	\$85.00	\$61.51	\$34.00	\$34.00	N/A	N/A
Mile Charge (26+ Miles)	\$102.00	\$85.00	\$61.51	\$34.00	\$34.00	N/A	N/A

Issued: January 6, 2004Effective: February 16, 2004

Issued By: Lawrence Coleman, President  
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7. ADDITIONAL CHARGES (Cont'd)

7.1 Rates (Cont'd)

7.1.3 Point-To-Point and Multipoint Services (Cont'd)

E) Dark Fiber Services

1) - Recurring Charges (Per Fiber Strand Per Mile)

Per Strand

ICB

- Non-recurring Charges (Per Point of Termination)

Per Strand

ICB

Issued: January 6, 2004

Effective: February 16, 2004

Issued By: Lawrence Coleman, President  
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7. ADDITIONAL CHARGES (Cont'd)

7.1 Rates (Cont'd)

7.1.3 Point-To-Point and Multipoint Services (Cont'd)

F) Dim Fiber Services

1) - Recurring Charges (Per Point of Termination)

Dim Fiber	ICB
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- Recurring Charges - Per Mile

Dim Fiber	ICB
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- Non-recurring Charges (Per Point of Termination)

Dim Fiber	ICB
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Issued: January 6, 2004

Effective: February 16, 2004

Issued By: Lawrence Coleman, President  
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7. ADDITIONAL CHARGES (Cont'd)7.1 Rates (Cont'd)7.1.4 Multiplexing Services

<u>Multiplexing</u>	<u>Recurring Charges - Term</u>					<u>Non-Recurring</u>	
	<u>Monthly</u>	<u>2 Yr.</u>	<u>3 Yr.</u>	<u>5 Yr.</u>	<u>7 Yr.</u>	<u>First</u>	<u>Add'l.</u>
DS3-DS1 Multiplexing	\$573.75	\$497.35	\$459.51	\$432.48	\$432.48	\$510.00	\$510.00
DS1-DS0 Multiplexing	\$400.92	\$344.79	\$320.75	\$300.69	\$300.69	\$N/A	\$N/A

7.1.5 Miscellaneous Charges

A return check charge of \$25.00 will be assessed for checks returned for insufficient funds.

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Issued: January 6, 2004Effective: February 16, 2004

Issued By: Lawrence Coleman, President  
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**EXHIBIT B**  
**(Proposed Revised Tariff Pages)**

CHECK SHEET

The pages of this tariff are effective as of the date shown. The original and revised sheets named below contain all changes from the original tariff and are in effect on the date shown.

<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>
1	Original	27	1 <sup>st</sup> Revised	53	Original
2	Original	28	1 <sup>st</sup> Revised	54	Original
3	Original	29	1 <sup>st</sup> Revised	55	Original
4	Original	30	1 <sup>st</sup> Revised	56	Original
5	Original	31	1 <sup>st</sup> Revised	57	1 <sup>st</sup> Revised
(T) 6	Original (T)	32	1 <sup>st</sup> Revised	58	1 <sup>st</sup> Revised
7	1 <sup>st</sup> Revised	33	Original	59	1 <sup>st</sup> Revised
(T) 8	Original	34	Original	60	1 <sup>st</sup> Revised
9	Original (T)	35	Original	61	Original
(T) 10	Original	36	1 <sup>st</sup> Revised	62	Original
11	Original	37	1 <sup>st</sup> Revised	63	1 <sup>st</sup> Revised
12	Original	38	1 <sup>st</sup> Revised	64	1 <sup>st</sup> Revised
13	Original (T)	39	Original	65	1 <sup>st</sup> Revised
(T) 14	Original (T)	40	Original	66	1 <sup>st</sup> Revised
15	1 <sup>st</sup> Revised	41	1 <sup>st</sup> Revised	67	1 <sup>st</sup> Revised
(T) 16	Original	42	Original	68	1 <sup>st</sup> Revised
17	Original (T)	43	Original		
(T) 18	Original	44	Original		
19	Original	45	Original		
20	Original (T)	46	1 <sup>st</sup> Revised		
21	Original	47	1 <sup>st</sup> Revised		
22	Original	48	1 <sup>st</sup> Revised		
23	Original	49	1 <sup>st</sup> Revised		
(T) 24	Original	50	1 <sup>st</sup> Revised		
25	1 <sup>st</sup> Revised (T)	51	Original		
(T) 26	1 <sup>st</sup> Revised	52	Original		

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Issued: June 25, 2008

Effective: June 25, 2008

Issued By: Lawrence Coleman, President  
 Sunesys, LLC  
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 Warrington, Pennsylvania 18976

### 3. APPLICATION OF TARIFF

- 3.1 This Tariff applies to intrastate access service supplied to Customers for origination and termination of traffic to and from Central Office codes directly assigned to the Company.

This Tariff applies only to the extent that services provided hereunder are used by a Customer for the purpose of originating or terminating intrastate communications. A communication is "intrastate" only if all points of origination and termination are located within the State of Ohio.

All telephone companies are subject to the commission's rules for minimum telephone service standards (MTSS) found in chapter 4901:1-5 of the Administrative Code. 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)

#### 3.1.1 Dedicated High-Speed Digital Service

The furnishing of intrastate interLATA and intraLATA Dedicated Telecommunications services in connection with one-way and/or two-way information transmission originating from nonresidential user points within the State of Ohio.

(N)

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Issued: June 25, 2008

Effective: June 25, 2008

Issued By: Lawrence Coleman, President  
Sunesys, LLC  
202 Titus Avenue  
Warrington, Pennsylvania 18976

4. REGULATIONS (Cont'd)4.1 Undertaking of the Company (Cont'd)

(N)

Approval of limitation of liability language by the PUCO 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.

(N)

4.1.5 Testing and Adjusting

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.

4.1.6 Provision of Equipment and Facilities

- A) Except as otherwise indicated, customer-provided station equipment at the Customer's premises for use in conjunction with this service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.
- B) The Company shall not be responsible for the installation, operation or maintenance of any Customer-provided communications equipment. Where such equipment is connected to service furnished pursuant to this Tariff, the responsibility of the Company shall be limited to the furnishing of services under this Tariff and to the maintenance and operation of such services in the proper manner. Subject to this responsibility, the Company shall not be responsible for:
  - 1) the through transmission of signals generated by Customer-provided equipment or for the quality of, or defects in, such transmission; or
  - 2) the reception of signals by Customer-provided equipment; or

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Issued: June 25, 2008

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202 Titus Avenue  
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4. REGULATIONS (Cont'd)

4.6 Payment Arrangements

4.6.1 Payment for Service

(D)

4.6.2 Billing and Collection of Charges

(D)

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Issued: June 25, 2008

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Warrington, Pennsylvania 18976

4. REGULATIONS (Cont'd)

4.6 Payment Arrangements (Cont'd)

4.6.2 Billing and Collection of Charges (Cont'd)

A) (Cont'd)

B)

C)

D)

(D)

(D)

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Issued: June 25, 2008

Effective: June 25, 2008

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202 Titus Avenue  
Warrington, Pennsylvania 18976

4. REGULATIONS (Cont'd)4.6 Payment Arrangements (Cont'd)4.6.2 Billing and Collection of Charges (Cont'd)

- E) If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the date due, multiplied by a late factor. The late factor shall be:

1.5 percent per month.

- F) The Customer will be assessed a charge of twenty-five dollars (\$25.00) for each check submitted by the Customer to the Company which a financial institution refuses to honor.

G)

(D)

(D)

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4. REGULATIONS (Cont'd)

4.6 Payment Arrangements (Cont'd)

4.6.3 Billing Disputes

A) General

(D)

B) Late Payment Charge

(D)

- 1) The undisputed portions of the bill must be paid by the payment due date to avoid assessment of a late payment charge on the undisputed amount as provided in this Tariff.
- 2) In the event that a billing dispute is resolved by the Company in favor of the Customer, any disputed amount withheld pending resolution of the billing dispute shall not be subject to the late payment charge.

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Issued: June 25, 2008

Effective: June 25, 2008

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202 Titus Avenue  
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4. REGULATIONS (Cont'd)

4.6 Payment Arrangements (Cont'd)

4.6.3 Billing Disputes (Cont'd)

C) Adjustments or Refunds to the Customer

1)

2)

3)

4)

(D)

(D)

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Sunesys, LLC  
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4. REGULATIONS (Cont'd)

4.6 Payment Arrangements (Cont'd)

4.6.3 Billing Disputes (Cont'd)

D) Unresolved Billing Disputes

(D)

1)

2)

(D)

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4. REGULATIONS (Cont'd)

4.6 Payment Arrangements (Cont'd)

4.6.4 Suspension or Termination for Nonpayment

(D)

4.6.5 Exceptions to Suspension and Termination

(D)

(D)

1)

2)

3)

4)

(D)

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Sunesys, LLC  
202 Titus Avenue  
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4. REGULATIONS (Cont'd)

4.6 Payment Arrangements (Cont'd)

4.6.4 Suspension or Termination for Nonpayment

(D)

4.6.5 Exceptions to Suspension and Termination

(D)

(D)

1)

2)

3)

4)

(D)

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Issued: June 25, 2008

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Sunesys, LLC  
202 Titus Avenue  
Warrington, Pennsylvania 18976

4. REGULATIONS (Cont'd)

4.6 Payment Arrangements (Cont'd)

4.6.9 Customer Overpayment

(D)

4.6.10 Cancellation of Application for Service

(D)

A)

(D)

(D)

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Issued: June 25, 2008

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202 Titus Avenue  
Warrington, Pennsylvania 18976

4. REGULATIONS (Cont'd)

4.7 Allowances for Interruptions in Service

4.7.1

A)

B)

C)

D)

1)

2)

3)

(D)

(D)

Issued: June 25, 2008

Effective: June 25, 2008

Issued By: Lawrence Coleman, President  
Sunesys, LLC  
202 Titus Avenue  
Warrington, Pennsylvania 18976

4. REGULATIONS (Cont'd)

4.7 Allowances for Interruptions in Service (Cont'd)

4.7.1 General (Cont'd)

D)

(D)

|

(D)

E)

(D)

|

(D)

F)

(D)

|

(D)

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Issued: June 25, 2008

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202 Titus Avenue  
Warrington, Pennsylvania 18976



4. REGULATIONS (Cont'd)4.7.6 Termination Liability, cont'd.

(N)

Inclusion of early termination liability by the Company in its tariff or a contract does not constitute a determination by the Commission that the termination liability imposed by the company is approved or sanctioned by the Commission. Customers shall be free to pursue whatever legal remedies they may have should a dispute arise.

4.8 Customer Liability for Unauthorized Use of the Network

(N)

4.8.1 Unauthorized Use of the Network

- A) Unauthorized use of the Network occurs when: (1) a person or entity that does not have actual, apparent, or implied authority to use the Network, obtains the Company's services provided under this Tariff; or (2) a person or entity that otherwise has actual, apparent, or implied authority to use the Network, makes fraudulent use of the Network to obtain the Company's services provided under this Tariff, or uses specific services that are not authorized.

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5. SERVICE DESCRIPTIONS AND TECHNICAL STANDARDS (Cont'd)

5.3 Service Descriptions and Technical Specifications (Cont'd)

5.3.2 Digital Data Service (DDS)

(D)

5.3.3 DS-1 Service

(D)

(D)

(D)

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5. SERVICE DESCRIPTIONS AND TECHNICAL STANDARDS (Cont'd)

5.3 Service Descriptions and Technical Specifications (Cont'd)

5.3.4 DS-3 Service

(D)

(D)

5.3.5 DS-3 (X3), (X9), or (X12), (X24) Services

(D)

(D)

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Effective: June 25, 2008

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5. SERVICE DESCRIPTIONS AND TECHNICAL STANDARDS (Cont'd)

5.3 Service Descriptions and Technical Specifications (Cont'd)

5.3.6 Fractional DS-1 Service (NOC)

(D)

5.3.7 Dark Fiber Services

(D)

(D)

(D)

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5. SERVICE DESCRIPTIONS AND TECHNICAL STANDARDS (Cont'd)5.3 Service Descriptions and Technical Specifications (Cont'd)5.3.8 Dim Fiber Services

(D)

5.3.9 Multiplexing Services

(D)

(D)

|

(D)

M13 Multiplexing (ICB)

(D)

|

(D)

DS-1 to DS-0 Multiplexing

(D)

|

(D)

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Issued: June 25, 2008

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202 Titus Avenue  
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5. SERVICE DESCRIPTIONS AND TECHNICAL STANDARDS (Cont'd)

5.3 Service Descriptions and Technical Specifications (Cont'd)

5.3.10 Customer Provided Equipment

(D)

5.4 Rate Categories

(D)

There are six rate categories that may apply to Company's Services.

5.4.1 Channel Terminations

The Channel Termination Rate Category provides for the communications path between a Customer designated premises, and another Customer designated premises. Included as part of the Channel Termination is a standard channel interface arrangement which defines the technical characteristics associated with the type of facilities to which the Company's service is to be connected, and the type of signaling capability (if any). One channel Termination charge applies per Customer designated premises at which the service is terminated.

5.4.2 Channel Mileage

The Channel Mileage Rate Category provides for the transmission facilities between two or more Customer designated premises. The Channel Mileage Rate Category is not applied to services that are less than one V&H computed mile (as described in Section 6 of this Tariff), unless specified. Channel Mileage Rates are comprised of a Fixed Mileage Rate, applied to the first mile, and a Per Mile Rate Element, applied for each mile.

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6. Rates (Cont'd)

6.2 Digital Data Service (DDS):

(D)

(D)

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Effective: June 25, 2008

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Sunesys, LLC  
202 Titus Avenue  
Warrington, Pennsylvania 18976

6. Rates (Cont'd)

6.2 Digital Data Service (DDS): (Cont'd)

(D)

6.3 DS-1 Services:

(D)

(D)

(D)

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6. Rates (Cont'd)

6.4 DS-3 Services:

(D)

(D)

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6. Rates (Cont'd)

6.4 DS-3 Services: Ameritech and Bell Atlantic Service Areas (Cont'd)

(D)

6.5 Multiplexing Services: Ameritech and Bell Atlantic Service Areas

(D)

(D)

(D)

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7. ADDITIONAL CHARGES (Cont'd)

7.1 Rates (Cont'd)

7.1.3 Point-To-Point and Multipoint Services (Cont'd)

B) Digital Data Service (DDS)

(D)

(D)

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Effective: June 25, 2008

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Sunesys, LLC  
202 Titus Avenue  
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7. ADDITIONAL CHARGES (Cont'd)

7.1 Rates (Cont'd)

7.1.3 Point-To-Point and Multipoint Services (Cont'd)

C) DS-1 Services

(D)

(D)

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Sunesys, LLC  
202 Titus Avenue  
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7. ADDITIONAL CHARGES (Cont'd)

7.1 Rates (Cont'd)

7.1.3 Point-To-Point and Multipoint Services (Cont'd)

D) DS-3 Services

(D)

(D)

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Sunesys, LLC  
202 Titus Avenue  
Warrington, Pennsylvania 18976

7. ADDITIONAL CHARGES (Cont'd)

7.1 Rates (Cont'd)

7.1.3 Point-To-Point and Multipoint Services (Cont'd)

E) Dark Fiber Services

- 1) - Recurring Charges (Per Fiber Strand Per Mile) (D)  
|
- Non-recurring Charges (Per Point of Termination) (D)  
|
- (D)

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Warrington, Pennsylvania 18976

7. ADDITIONAL CHARGES (Cont'd)

7.1 Rates (Cont'd)

7.1.3 Point-To-Point and Multipoint Services (Cont'd)

F) Dim Fiber Services

- 1) - Recurring Charges (Per Point of Termination)
- Recurring Charges - Per Mile
- Non-recurring Charges (Per Point of Termination)

(D)

(D)

(D)

(D)

(D)

(D)

Issued: June 25, 2008

Effective: June 25, 2008

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Sunesys, LLC  
202 Titus Avenue  
Warrington, Pennsylvania 18976

7. ADDITIONAL CHARGES (Cont'd)

7.1 Rates (Cont'd)

7.1.4 Multiplexing Services

(D)

7.1.5 Miscellaneous Charges

(D)

A return check charge of \$25.00 will be assessed for checks returned for insufficient funds.

Issued: June 25, 2008

Effective: June 25, 2008

Issued By: Lawrence Coleman, President  
Sunesys, LLC  
202 Titus Avenue  
Warrington, Pennsylvania 18976



**EXHIBIT C**  
**(Summary of Tariff Revisions)**

### **Summary of Tariff Changes**

Sunesys, LLC (“Sunesys”) has deleted all tier 2 services from its tariff. Sunesys does not currently offer any services, nor does it intend to offer any services, to residential customers. Specifically, Sunesys has deleted from its tariff the following services (and accompanying rates):

- Digital Data Service (DDS)
- DS-1 Service
- DS-3 Service
- DS-3 (X3), (X9) or (X12), (X24) Services
- Fractional DS-1 Service (NOC)
- Dark Fiber Services
- Dim Fiber Services
- Multiplexing Services (M13 Multiplexing (ICB); DS-1 to DS-0 Multiplexing)
- Customer Provided Equipment

Sunesys has also added applicable MTSS reference language at Section 3.1 of the tariff, with such language replacing the language deleted at Sections 4.6.1, 4.6.2 (A-D, G), 4.6.3 (A,C-D), 4.6.4, 4.6.5, 4.6.9, 4.6.10, 4.7.1.

In addition, Sunesys has added language at the end of Section 4.1.4 regarding Limitation of Liability.

Finally, language has been added at the end of Section 4.7.6 regarding Termination Liability.

## **EXHIBIT D**

The applicant intends to comply with Ohio Adm. Code 4901:1-6-05(G)(3) by maintaining its detariffed services on its website: [www.sunesys.com](http://www.sunesys.com).

**EXHIBIT E**  
**(Customer Notice)**

The attached notices were mailed to customers on Monday, June 9, 2008.

In addition, on June 9, 2008, the applicant forwarded the text of the notice to the following Commission-provided electronic mailbox: Telecomm-Rule16@puc.state.oh.us in accordance with Entry issued September 19, 2007 in Case No. 06-1345-TP-ORD.



## NON-RESIDENTIAL CUSTOMER NOTICE

June 9, 2008:

Marion City School District  
Attn: Board President  
910 East Church Street  
Marion, OH 43302

Dear Sir or Madam:

Beginning on June 25, 2008, the prices, service descriptions, and the terms and conditions for certain telecommunication services that you are provided by Sunesys, LLC ("Sunesys") will no longer be on file at the Public Utilities Commission of Ohio (PUCO). Such services include:

Digital Data Service (DDS)  
DS-1 Service  
DS-3 Service  
DS-3 (X3), (X9) or (X12), (X24) Services  
Fractional DS-1 Service (NOC)  
Dark Fiber Services  
Dim Fiber Services  
Multiplexing Services (M13 Multiplexing (ICB); DS-1 to DS-0 Multiplexing)  
Customer Provided Equipment


This modification does not automatically result in a change in the prices, terms, or conditions of those services to which you currently subscribe. Sunesys 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, you will be able to view the company's future service offerings online at [www.sunesys.com](http://www.sunesys.com) or you can request a copy of this information by contacting Sunesys at 202 Titus Avenue, Warrington, PA 18976 or toll-free at 1-800-286-6664.

Since these services will no longer be on file with the Commission, this means that the agreement reached between the customer and the company, instead of the document on file at the PUCO, will now control new services or changes in service. This agreement, whether it is verbal or written, will still be subject to consumer protections required and enforced by the PUCO.

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 Sunesys, LLC at the toll free number 1-800-286-6664 or visit us at [www.sunesys.com](http://www.sunesys.com).

Sincerely,



---

Sunesys, LLC



## NON-RESIDENTIAL CUSTOMER NOTICE

June 9, 2008:

Mark Ames  
Zanesville City School District  
160 North 4<sup>th</sup> Street  
Zanesville, OH 43701

Dear Mr. Ames:

Beginning on June 25, 2008, the prices, service descriptions, and the terms and conditions for certain telecommunication services that you are provided by Sunesys, LLC ("Sunesys") will no longer be on file at the Public Utilities Commission of Ohio (PUCO). Such services include:

Digital Data Service (DDS)  
DS-1 Service  
DS-3 Service  
DS-3 (X3), (X9) or (X12), (X24) Services  
Fractional DS-1 Service (NOC)  
Dark Fiber Services  
Dim Fiber Services  
Multiplexing Services (M13 Multiplexing (ICB); DS-1 to DS-0 Multiplexing)  
Customer Provided Equipment

This modification does not automatically result in a change in the prices, terms, or conditions of those services to which you currently subscribe. Sunesys 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, you will be able to view the company's future service offerings online at [www.sunesys.com](http://www.sunesys.com) or you can request a copy of this information by contacting Sunesys at 202 Titus Avenue, Warrington, PA 18976 or toll-free at 1-800-286-6664.

Since these services will no longer be on file with the Commission, this means that the agreement reached between the customer and the company, instead of the document on file at the PUCO, will now control new services or changes in service. This agreement, whether it is verbal or written, will still be subject to consumer protections required and enforced by the PUCO.

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 Sunesys, LLC at the toll free number 1-800-286-6664 or visit us at [www.sunesys.com](http://www.sunesys.com).

Sincerely,

  
\_\_\_\_\_  
Sunesys, LLC





## NON-RESIDENTIAL CUSTOMER NOTICE

June 9, 2008:

Mark Ames  
Tri-Rivers Educational Computer Association  
2222 Marion – Mt. Gilead Road  
Marion, OH 43302

Dear Mr. Ames:

Beginning on June 25, 2008, the prices, service descriptions, and the terms and conditions for certain telecommunication services that you are provided by Sunesys, LLC ("Sunesys") will no longer be on file at the Public Utilities Commission of Ohio (PUCO). Such services include:

Digital Data Service (DDS)  
DS-1 Service  
DS-3 Service  
DS-3 (X3), (X9) or (X12), (X24) Services  
Fractional DS-1 Service (NOC)  
Dark Fiber Services  
Dim Fiber Services  
Multiplexing Services (M13 Multiplexing (ICB); DS-1 to DS-0 Multiplexing)  
Customer Provided Equipment

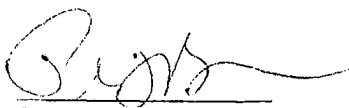
This modification does not automatically result in a change in the prices, terms, or conditions of those services to which you currently subscribe. Sunesys must still provide a customer notice at least fifteen days in advance of rate increases, changes in terms and conditions and discontinuance of existing services. Additionally, you will be able to view the company's future service offerings online at [www.sunesys.com](http://www.sunesys.com) or you can request a copy of this information by contacting Sunesys at 202 Titus Avenue, Warrington, PA 18976 or toll-free at 1-800-286-6664.

Since these services will no longer be on file with the Commission, this means that the agreement reached between the customer and the company, instead of the document on file at the PUCO, will now control new services or changes in service. This agreement, whether it is verbal or written, will still be subject to consumer protections required and enforced by the PUCO.

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 Sunesys, LLC at the toll free number 1-800-286-6664 or visit us at [www.sunesys.com](http://www.sunesys.com).

Sincerely,

  
\_\_\_\_\_  
Sunesys, LLC



## NON-RESIDENTIAL CUSTOMER NOTICE

June 9, 2008:

Upper Sandusky Exempted Village School District  
Attn: Superintendent  
800 North Sandusky Avenue  
Upper Sandusky, OH 43351

Dear Sir or Madam:

Beginning on June 25, 2008, the prices, service descriptions, and the terms and conditions for certain telecommunication services that you are provided by Sunesys, LLC ("Sunesys") will no longer be on file at the Public Utilities Commission of Ohio (PUCO). Such services include:

Digital Data Service (DDS)  
DS-1 Service  
DS-3 Service  
DS-3 (X3), (X9) or (X12), (X24) Services  
Fractional DS-1 Service (NOC)  
Dark Fiber Services  
Dim Fiber Services  
Multiplexing Services (M13 Multiplexing (ICB); DS-1 to DS-0 Multiplexing)  
Customer Provided Equipment

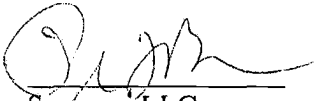
This modification does not automatically result in a change in the prices, terms, or conditions of those services to which you currently subscribe. Sunesys must still provide a customer notice at least fifteen days in advance of rate increases, changes in terms and conditions and discontinuance of existing services. Additionally, you will be able to view the company's future service offerings online at [www.sunesys.com](http://www.sunesys.com) or you can request a copy of this information by contacting Sunesys at 202 Titus Avenue, Warrington, PA 18976 or toll-free at 1-800-286-6664.

Since these services will no longer be on file with the Commission, this means that the agreement reached between the customer and the company, instead of the document on file at the PUCO, will now control new services or changes in service. This agreement, whether it is verbal or written, will still be subject to consumer protections required and enforced by the PUCO.

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 Sunesys, LLC at the toll free number 1-800-286-6664 or visit us at [www.sunesys.com](http://www.sunesys.com).

Sincerely,

  
\_\_\_\_\_  
Sunesys, LLC

If you have any questions about this matter, please call Sunesys, LLC at the toll free number 1-800-286-6664 or visit us at [www.sunesys.com](http://www.sunesys.com).

Sincerely,

A handwritten signature in black ink, appearing to be "Sunesys", written over a horizontal line.

Sunesys, LLC



## NON-RESIDENTIAL CUSTOMER NOTICE

June 9, 2008:

Larry Davis  
Delaware City Schools  
Facilities & Transportation  
248 North Washington Street  
Delaware, OH 43015

Dear Mr. Davis:

Beginning on June 25, 2008, the prices, service descriptions, and the terms and conditions for certain telecommunication services that you are provided by Sunesys, LLC ("Sunesys") will no longer be on file at the Public Utilities Commission of Ohio (PUCO). Such services include:

Digital Data Service (DDS)  
DS-1 Service  
DS-3 Service  
DS-3 (X3), (X9) or (X12), (X24) Services  
Fractional DS-1 Service (NOC)  
Dark Fiber Services  
Dim Fiber Services  
Multiplexing Services (M13 Multiplexing (ICB); DS-1 to DS-0 Multiplexing)  
Customer Provided Equipment

This modification does not automatically result in a change in the prices, terms, or conditions of those services to which you currently subscribe. Sunesys 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, you will be able to view the company's future service offerings online at [www.sunesys.com](http://www.sunesys.com) or you can request a copy of this information by contacting Sunesys at 202 Titus Avenue, Warrington, PA 18976 or toll-free at 1-800-286-6664.

Since these services will no longer be on file with the Commission, this means that the agreement reached between the customer and the company, instead of the document on file at the PUCO, will now control new services or changes in service. This agreement, whether it is verbal or written, will still be subject to consumer protections required and enforced by the PUCO.

For any new services or changes in service, it will be important that you carefully review and confirm the price, terms and conditions.

**EXHIBIT F**  
**(Affidavit)**

CUSTOMER NOTICE AFFIDAVIT

STATE OF: PENNSYLVANIA  
SS:

COUNTY OF: Bucks

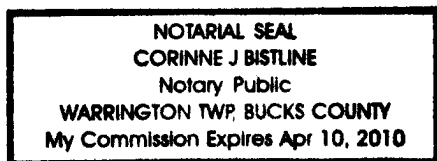
AFFIDAVIT

I Lawrence P. Clemen, am an authorized agent of the applicant corporation, Sunesys, LLC, and am authorized to make this statement on its behalf. I attest that customer notices accompanying this affidavit were sent to affected customers through direct mail letter on June 9, 2008, in accordance with Rule 4901:1-6-16, Ohio Administrative Code. I declare under penalty of perjury that the foregoing is true and correct.

Executed on June 11, 2008 at Warrington, PA  
(Date) (Location)

/s/ [Signature] President 6-11-08  
(Signature and Title) (Date)

Subscribed and sworn to before me this June 11, 2008  
(Date)



Corinne J Bistline  
Notary Public  
My Commission Expires: April 10, 2010



**This foregoing document was electronically filed with the Public Utilities**

**Commission of Ohio Docketing Information System on**

**6/25/2008 1:35:26 PM**

**in**

**Case No(s). 08-0775-TP-ATA**

Summary: Application Application of Sunesys, LLC to Detariff Certain Tier 2 Services and make other changes related to the Implementation of Case No. 06-1345-TP-ORD electronically filed by Mr. Jeffrey E Rummel on behalf of Sunesys, LLC