

LARGE FILING SEPERATOR SHEET

CASE NUMBER: 08-1029-TP-ACE
90-9353-TP-TRF

FILE DATE: 8/27/08

SECTION: 1 of 2

NUMBER OF PAGES: 150

DESCRIPTION OF DOCUMENT:

APPLICATION

NC



LOKT

Counsel to the Competition®

08-1029-TIP-ACE

90-9353-TIP-TRF

Law Office of Kristopher E. Twomey, P.C.
LoKT Consulting

Email: kris@lokt.net
Direct: 510/285-8012

FILE

August 25, 2008

PUCO

2008 AUG 27 AM 10:45

RECEIVED-DOCKETING DIV

Via DHL

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

Re: DONet Communications, LLC - Application for a Certificate of Public
Convenience and Necessity to Provide Local Exchange and Interexchange
Service within the State of Ohio

Dear Sir or Madam:

DONet Communications, LLC submits an original and eight (8) copies of the enclosed
Application and Exhibits, seeking a certificate of public convenience and necessity to
provide local exchange and interexchange service within the State of Ohio. The tariff
exhibits have been reviewed extensively by Ambrosia Logsdon.

Please feel free to contact me if you have any questions or require additional informa-
tion.

Sincerely,

Kristopher E. Twomey
Counsel to DONet Communications, LLC

KET:bjg
Enclosures

This is to certify that the images appearing are an
accurate and complete reproduction of a case file
document delivered in the regular course of business.
Technician SM Date Processed 8/27/08

2007-10-19

The Public Utilities Commission of Ohio
TELECOMMUNICATIONS SUPPLEMENTAL APPLICATION FORM
for CARRIER CERTIFICATION

(Effective: 09/19/2007)

(Pursuant to Case Nos. 06-1344-TP-ORD and 06-1345-TP-ORD)

NOTE: This SUPPLEMENTAL form must be used WITH the
TELECOMMUNICATIONS APPLICATION FORM for ROUTINE PROCEEDINGS.

In the Matter of the Application of DONet
Communications, LLC for a Certificate of Public
Convenience and Necessity to Provide Facilities-Based
Local Exchange and Inter-Exchange Services Within the
State of Ohio)

Case No. 08-1029-TP-ACE

Name of Registrant(s) DONet Communications, LLC

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

Address of Registrant(s) 33 W. First Street, Suite 230, Dayton, OH 45302

Motion for protective order included with filing? ☐ Yes ☒ No

Motion for waiver(s) filed affecting this case? ☐ Yes ☒ No [Note: waiver(s) tolls any automatic timeframe]

List of Required Exhibits

Tariffs: (Include all that apply)

☒ Interexchange Tariff¹

☒ Local Tariff¹

☒ Carrier-to-carrier ~~tariff~~

Description of Services

NOTE: All Facilities-Based carriers must file an Access Form

☐ Service provisioned via Resale

☒ Service provisioned via Facilities

☐ Both Resold and Facilities-based

☒ Description of Proposed Services

☒ Statement about the provision of
CTS services

☒ Description of the proposed
market area

☒ Explanation of how the proposed
services in the proposed market
area are in the public interest.

☒ Description of the class of customers (e.g., residence, business) that the
applicant intends to serve

Business Requirements

Evidence of Registration with: ☒ Ohio Department of Taxation

☒ Ohio Secretary of State² &
Certificate of Good Standing

Documentation attesting to the applicant's financial viability, including the following:

☒ An executive Summary describing the applicant's current financial condition, liquidity, and capital resources. Describe internally generated sources of cash and external funds available to support the applicant's operations that are the subject of this certification application.

☒ Copy of financial statements (actual and pro forma income statement and a balance sheet). Indicate if financial statements are based on a certain geographical area(s) or information in other jurisdictions

☒ Documentation to support the applicant's cash and funding sources.

Documentation attesting to the applicant's managerial ability and corporate structure, including the following:

☒ Documentation attesting to the applicant's technical and managerial expertise relative to the proposed service offering(s) and proposed service area

☒ List of names, addresses, and phone numbers of officers and directors, or partners.

☒ Documentation indicating the applicant's corporate structure and ownership

☒ Information regarding any similar operations in other states.

If this company has been previously certified in the State of Ohio, include that certification number N/A

¹ Detariffed services are regulated but not required to be filed in a tariff. For purposes of Certification, all detariffed services offered must be provided as an exhibit.

² Certification from Ohio Secretary of State (domestic or foreign corporation, authorized use of fictitious name, etc.), and Certificate of Good Standing is required.

- ☒ Verification that the applicant will maintain local telephony records separate and apart from any other accounting records in accordance with the GAAP.

Documentation attesting to the applicant's managerial ability and corporate structure (cont'd):

- ☒ Verification of compliance with any affiliate transaction requirements

Documentation attesting to the applicant's proposed interactions with other Carriers

- ☒ Explanation as to whether rates are derived through (check all applicable):
- ☒ interconnection agreement ☒ retail tariffs ☐ resale tariffs
- ☐ Explanation as to which service areas company currently has an approved interconnection or resale agreement.
- ☒ A notarized affidavit accompanied by bona fide letters requesting negotiation pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 and a proposed timeline for construction, interconnection, and offering of services to end users.

Documentation attesting to the applicant's proposed interactions with Customers

- ☒ Explanation of whether applicant intends to provide Local Services which require payment in advance of Customer receiving dial tone.
- ☒ Tariff sheet(s) listing the services and associated charges that must be paid prior to customer receiving dial tone (if applicable)
- ☒ A sample copy of the customer bill and disconnection notice the applicant plans to utilize.
- ☒ Provide a copy of any customer application form required in order to establish residential service, if applicable.
- ☒ For CLECs, List of Ohio ILEC Exchanges the applicant intends to serve
(Use spreadsheet from: http://www.puc.state.oh.us/puco/forms/form.cfm?doc_id=357)
- ☐ If Mirroring the entire ILEC exchanges for both serving area and local calling areas, tariffs may incorporate by reference. If not mirroring the entire ILEC serving and/or local calling areas, the CLEC shall specifically define their service and local calling areas in the tariff.

Affidavit

I, Kristopher E. Twomey, am an authorized representative of the applicant corporation DONet Telecommunications, LLC
(Name)

and I am authorized to make this statement on its behalf. I attest that I have utilized the Telecommunications Supplemental Application Form for Carrier Certification 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.

Executed on August 25, 2008
February 19, 2008

at Oakland, California

Kristopher E. Twomey
(Signature and Title)

Regulatory Counsel

August 25, 2008
February 19, 2008
(Date)

The Public Utilities Commission of Ohio
TELECOMMUNICATIONS APPLICATION FORM for ROUTINE PROCEEDINGS
(Effective: 01/18/2008)

In the Matter of the Application of DONet Communications,)
LLC for a Certificate of Public Convenience and Necessity to)
Provide Facilities-Based Local Exchange and Inter-Exchange)
Services Within the State of Ohio)

TRF Docket No. 90-_____

Case No. _____ - **TP** - _____

NOTE: Unless you have reserved a Case # or are filing a Contract, leave the "Case No" fields BLANK.

Name of Registrant(s) DONet Communications, LLC

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

Address of Registrant(s) 33 W. First Street, Suite 230, Dayton, OH 45302

Company Web Address http://www.donet.com

Regulatory Contact Person(s) Kristopher E. Twomey

Phone 510/285-8010 Fax 510/868-8418

Regulatory Contact Person's Email Address kris@lokt.net

Contact Person for Annual Report Raleigh A. Sandy, III

Phone 937-226-6896

Address (if different from above) Same as above

Consumer Contact Information Raleigh A. Sandy, III

Phone 800-982-4539

or 937-226-6896 or

800-982-4539

Address (if different from above) Same as above

Motion for protective order included with filing? ☐ Yes ☒ No

Motion for waiver(s) filed affecting this case? ☐ Yes ☒ No [Note: Waivers may toll any automatic timeframe.]

Section I – Pursuant to Chapter 4901:11-6 OAC – Part I – Please indicate the Carrier Type and the reason for submitting this form by checking the boxes below. CMRS providers: Please see the bottom of Section II.

NOTES: (1) For requirements for various applications, see the identified section of Ohio Administrative Code Section 4901 and/or the supplemental application form noted.

(2) Information regarding the number of copies required by the Commission may be obtained from the Commission's web site at www.puco.ohio.gov under the docketing information system section, by calling the docketing division at 614-466-4095, or by visiting the docketing division at the offices of the Commission.

Carrier Type <input type="checkbox"/> Other (explain below)	<input type="checkbox"/> ILEC	<input checked="" type="checkbox"/> CLEC	<input checked="" type="checkbox"/> CTS	<input type="checkbox"/> AOS/IOS
Tier 1 Regulatory Treatment				
Change Rates within approved Range	<input type="checkbox"/> TRF 1-6-04(B) (0 day Notice)	<input type="checkbox"/> TRF 1-6-04(B) (0 day Notice)		
New Service, expanded local calling area, correction of textual error	<input type="checkbox"/> ZTA 1-6-04(B) (0 day Notice)	<input type="checkbox"/> ZTA 1-6-04(B) (0 day Notice)		
Change Terms and Conditions, Introduce non-recurring service charges	<input type="checkbox"/> ATA 1-6-04(B) (Auto 30 days)	<input type="checkbox"/> ATA 1-6-04(B) (Auto 30 days)		
Introduce or Increase Late Payment or Returned Check Charge	<input type="checkbox"/> ATA 1-6-04(B) (Auto 30 days)	<input type="checkbox"/> ATA 1-6-04(B) (Auto 30 days)		
Business Contract	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)		
Withdrawal	<input type="checkbox"/> ATW 1-6-12(A) (Non-Auto)	<input type="checkbox"/> ATW 1-6-12(A) (Auto 30 days)		
Raise the Ceiling of a Rate	Not Applicable	<input type="checkbox"/> SLF 1-6-04(B) (Auto 30 days)		
Tier 2 Regulatory Treatment				
Residential - Introduce non-recurring service charges	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)		
Residential - Introduce New Tariffed Tier 2 Service(s)	<input type="checkbox"/> TRF 1-6-05(C) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(C) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(C) (0 day Notice)	
Residential - Change Rates, Terms and Conditions, Promotions, or Withdrawal	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)	
Residential - Tier 2 Service Contracts	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)	
Commercial (Business) Contracts	Not Filed	Not Filed	Not Filed	
Business Services (see "Other" below)	Detariffed	Detariffed	Detariffed	
Residential & Business Toll Services (see "Other" below)	Detariffed	Detariffed	Detariffed	

Section I – Part II – Certificate Status and Procedural

Certificate Status	ILEC	CLEC	CTS	AOS/IOS
Certification (See Supplemental ACE form)		<input checked="" type="checkbox"/> ACE 1-6-10 (Auto 30 days)	<input checked="" type="checkbox"/> ACE 1-6-10 (Auto 30 days)	<input type="checkbox"/> ACE 1-6-10 (Auto 30 days)
Add Exchanges to Certificate	<input type="checkbox"/> ATA 1-6-09(C) (Auto 30 days)	<input type="checkbox"/> AAC 1-6-10(F) (0 day Notice)	CLECs must attach a current CLEC Exchange Listing Form	
Abandon all Services - With Customers	<input type="checkbox"/> ABN 1-6-11(A) (Non-Auto)	<input type="checkbox"/> ABN 1-6-11(A) (Auto 90 day)	<input type="checkbox"/> ABN 1-6-11(B) (Auto 14 day)	<input type="checkbox"/> ABN 1-6-11(B) (Auto 14 day)
Abandon all Services - Without Customers		<input type="checkbox"/> ABN 1-6-11(A) (Auto 30 days)	<input type="checkbox"/> ABN 1-6-11(B) (Auto 14 day)	<input type="checkbox"/> ABN 1-6-11(B) (Auto 14 day)
Change of Official Name (See below)	<input type="checkbox"/> ACN 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> ACN 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Change in Ownership (See below)	<input type="checkbox"/> ACO 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> ACO 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Merger (See below)	<input type="checkbox"/> AMT 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> AMT 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Transfer a Certificate (See below)	<input type="checkbox"/> ATC 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> ATC 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Transaction for transfer or lease of property, plant or business (See below)	<input type="checkbox"/> ATR 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> ATR 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Procedural				
Designation of Process Agent(s)	<input type="checkbox"/> TRF (0 day Notice)	<input type="checkbox"/> TRF (0 day Notice)	<input type="checkbox"/> TRF (0 day Notice)	<input type="checkbox"/> TRF (0 day Notice)

Section II – Carrier to Carrier (Pursuant to 4901:1-7), CMRS and Other

Carrier to Carrier	ILEC	CLEC		
Interconnection agreement, or amendment to an approved agreement	<input type="checkbox"/> NAG 1-7-07 (Auto 90 day)	<input type="checkbox"/> NAG 1-7-07 (Auto 90 day)		
Request for Arbitration	<input type="checkbox"/> ARB 1-7-09 (Non-Auto)	<input type="checkbox"/> ARB 1-7-09 (Non-Auto)		
Introduce or change c-t-c service tariffs,	<input type="checkbox"/> ATA 1-7-14 (Auto 30 day)	<input type="checkbox"/> ATA 1-7-14 (Auto 30 day)		
Introduce or change access service pursuant to 07-464-TP-COI	<input type="checkbox"/> ATA (Auto 30 day)			
Request rural carrier exemption, rural carrier suspension or modification	<input type="checkbox"/> UNC 1-7-04 or 1-7-05 (Non-Auto)	<input type="checkbox"/> UNC 1-7-04 or 1-7-05 (Non-Auto)		
Pole attachment changes in terms and conditions and price changes.	<input type="checkbox"/> UNC 1-7-23(B) (Non-Auto)	<input type="checkbox"/> UNC 1-7-05 (Non-Auto)		
CMRS Providers See 4901:1-6-15	<input type="checkbox"/> RCC [Registration & Change in Operations] (0 day)	<input type="checkbox"/> NAG [Interconnection Agreement or Amendment] (Auto 90 days)		
Other* (explain) <u>Local and competitive telecommunications services</u>				

*NOTE: During the interim period between the effective date of the rules and an Applicant's Detariffing Filing, changes to existing business Tier 2 and all toll services, including the addition of new business Tier 2 and all new toll services, will be processed as 0-day TRF filings, and briefly described in the "Other" section above.

All Section I and II applications that result in a change to one or more tariff pages require, at a minimum, the following exhibits. Other exhibits may be required under the applicable rule(s). ACN, ACO, AMT, ATC, ATR and CIO applications see the 4901:1-6-14 Filing Requirements on the Commission's Web Page for a complete list of exhibits.

Exhibit	Description:
A	The tariff pages subject to the proposed change(s) as they exist before the change(s)
B	The Tariff pages subject to the proposed change(s), reflecting the change, with the change(s) marked in the right margin.
C	A short description of the nature of the change(s), the intent of the change(s), and the customers affected.
D	A copy of the notice provided to customers, along with an affidavit that the notice was provided according to the applicable rule(s).

Section 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, DONet Communications, LLC, and am authorized to make this statement on its behalf.
(Name)

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 (Date) ~~February 19, 2008~~ at Oakland, California

August 25, 2008

Kristopher E. Twomey
*
Kristopher E. Twomey, Regulatory Counsel

~~February 19, 2008~~

- 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, Kristopher E. Twomey

verify that I have utilized the Telecommunications Application Form for Routine Proceedings 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) *Kristopher E. Twomey* Regulatory Counsel

(Date) *August 25, 2008* February 19, 2008

*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

**APPLICATION OF DONET COMMUNICATIONS, LLC FOR A CERTIFICATE OF PUBLIC
CONVENIENCE AND NECESSITY IN OHIO**

EXHIBIT DESCRIPTION

- A Proposed tariffs:
- A.1 Proposed Local and Interexchange Tariff
- A.2 Proposed Switched Access Tariff

- B Ohio Department of Taxation Service Vendor's License

- C Description of services proposed

- D Explanation of Resold or Facilities-based Service

- E Explanation as to whether CLEC currently offers CTS services under separate CTS authority

- F Public Interest Statement

- G Description of proposed market area

- H Description of class of customers

- I Financial viability

- J Technical and managerial expertise

- K DONet Communications' corporate structure and ownership

- L Similar operations in other states

- M Verification that DONet Communications will maintain local telephony records separate from other accounting records in accordance with GAAP

- N Verification of compliance with affiliate transaction requirements

- O Explanation of derivation of rates

- P DONet Communications' currently approved interconnection agreements

- Q Statement regarding no advance payment for dial tone

- R Letters requesting negotiation & proposed timeline for construction, interconnection, and offering of services

- S Certification registration from Ohio Secretary of State

- T Names, addresses, and phone numbers of officers

- U Sample copy of customer bill and disconnection notice

EXHIBIT A

Proposed tariffs

EXHIBIT A.1

DONet Communications' Proposed Local and Interexchange Tariff

Note: DONet Communications' tariff No. 1 covers both local and inter-exchange service.

DONet Communications, LLC

DONet Communications, LLC

33 W. First Street, Suite 230
Dayton, Ohio 45302
(937) 226-6896

FACILITIES-BASED AND RESALE COMMON CARRIER SERVICE

Applying to Intrastate Facilities-Based and Resale Common Carrier
Communications Services Between and Among
Points in the State of Ohio

CONTAINING RULES AND REGULATIONS

GOVERNING SERVICE

This Tariff contains the descriptions, regulations, and rates applicable to the furnishing of local exchange and interexchange telecommunications services provided by DONet Communications, LLC ("DONet"). Copies may be inspected during normal business hours at the Company's principal place of business: 33 W. First Street, Suite 230, Dayton, Ohio 45302. The Company's regulatory contact for ongoing Commission inquiries is Raleigh A. Sandy, III at (937) 226-6896. This Tariff may also be viewed on DONet's web site, www.donet.com.

Issued:

Issued By:

Effective Date:

David Mezera
President
DONet Communications, LLC
33 W. First Street, Suite 230
Dayton, Ohio 45302
(937) 226-6896

DONet Communications, LLC

CHECK SHEET

Sheets 1 through 127 inclusive of this Tariff are effective as of the date shown at the bottom of the respective sheet(s).

<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>
1	*Original	26	*Original
2	*Original	27	*Original
3	*Original	28	*Original
4	*Original	29	*Original
5	*Original	30	*Original
6	*Original	31	*Original
7	*Original	32	*Original
8	*Original	33	*Original
9	*Original	34	*Original
10	*Original	35	*Original
11	*Original	36	*Original
12	*Original	37	*Original
13	*Original	38	*Original
14	*Original	39	*Original
15	*Original	40	*Original
16	*Original	41	*Original
17	*Original	42	*Original
18	*Original	43	*Original
19	*Original	44	*Original
20	*Original	45	*Original
21	*Original	46	*Original
22	*Original	47	*Original
23	*Original	48	*Original
24	*Original	49	*Original
25	*Original	50	*Original

*Original Page

**Revised Page

Issued:

Issued By:

Effective Date:

David Mezera

President

DONet Communications, LLC

33 W. First Street, Suite 230

Dayton, Ohio 45302

(937) 226-6896

DONet Communications, LLC

CHECK SHEET (Cont'd)

<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>
51	*Original	76	*Original
52	*Original	77	*Original
53	*Original	78	*Original
54	*Original	79	*Original
55	*Original	80	*Original
56	*Original	81	*Original
57	*Original	82	*Original
58	*Original	83	*Original
59	*Original	84	*Original
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74	*Original		
75	*Original		

*Original Page

**Revised Page

Issued:

Issued By:

Effective Date:

David Mezera

President

DONet Communications, LLC

33 W. First Street, Suite 230

Dayton, Ohio 45302

(937) 226-6896

DONet Communications, LLC

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Issued:

Effective Date:

Issued By:

David Mezera
President
DONet Communications, LLC
33 W. First Street, Suite 230
Dayton, Ohio 45302
(937) 226-6896

DONet Communications, LLC

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Issued:

Effective Date:

Issued By:

David Mezera

President

DONet Communications, LLC

33 W. First Street, Suite 230

Dayton, Ohio 45302

(937) 226-6896

DONet Communications, LLC

CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

EXPLANATION OF SYMBOLS

- (C) To signify **changed** condition or regulation
- (D) To signify **deleted or discontinued** rate, regulation or condition
- (I) To signify a change resulting in an **increase** to a customer's bill
- (K) To signify that material has been **transferred** to another sheet or place in the Tariff
- (M) To signify that material has been **moved from** another Tariff location
- (N) To signify a **new** rate, regulation condition or sheet
- (O) To signify **no change** in rate, regulation or condition but rather clarifies an existing rate, regulation or condition
- (R) To signify a change resulting in a **reduction** to a customer's bill
- (T) To signify a change in **text** but no change to rate or charge

Issued:

Issued By:

Effective Date:

David Mezera
President
DONet Communications, LLC
33 W. First Street, Suite 230
Dayton, Ohio 45302
(937) 226-6896

DONet Communications, LLC

TARIFF FORMAT

- A. **Sheet Numbering** - Sheet numbers appear in the top center of the sheet. Sheets are numbered sequentially. However, occasionally, when a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. **Sheet Revision Numbers** - Revision numbers also appear in the top center of each sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd Revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in their Tariff approval process, the most current sheet number on file with the Commission is not always the sheet in effect. Consult the Check Sheet for the sheet currently in effect.
- C. **Paragraph Numbering Sequence** - There are four levels of paragraph coding. Each level of code is subservient to its next higher level:
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.1.
- D. **Check Sheets** - When a Tariff filing is made with the Commission, an updated Check Sheet accompanies the Tariff filing. The Check Sheet lists the sheets contained in the Tariff with a cross reference to the current revision number. When new sheets are added, the Check Sheet 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 sheet if these are the only changes made to it (i.e., the format, etc., remains the same, just revised revision levels on some sheets). The Tariff user should refer to the latest Check Sheet to find if a particular sheet is the most current on file with the Commission.

Issued:

Effective Date:

Issued By:

David Mezera
President
DONet Communications, LLC
33 W. First Street, Suite 230
Dayton, Ohio 45302
(937) 226-6896

DONet Communications, LLC

APPLICATION OF TARIFF

This Tariff contains the rates applicable to the provision of intrastate local exchange and intrastate long distance interexchange telecommunications services by DONet Communications, LLC ("DONet") between various locations within the State of Ohio.

DONet's intrastate long distance interexchange services are interstate offerings with Customers having the option of using the services for intrastate calls. Intrastate long distance interexchange telecommunications services are offered in conjunction with, and as an adjunct to, the Company's interstate interexchange service offerings, and may not be obtained without subscribing to company's interstate interexchange services.

Issued:

Effective Date:

Issued By:

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS**Access Line:**

A line which connects a customer to the central (switching point) office of an exchange through which local and long distance calls can be made.

Account Code:

A numerical code, one or more of which are available to a customer to enable identification of individual users or groups of users on an account and to allocate costs of service accordingly.

Additional Listing:

Any listing of a name or information in connection with a Customer's telephone number beyond that to which he is entitled without additional charge in connection with his regular service.

Application:

A request made orally or in writing for telephone service.

Authorized User:

A person, firm, corporation or other entity that either is authorized by the Customer to use local exchange service or is placed in a position by the Customer, either through acts or omissions, to use local exchange service.

Business Service:

A service which conforms to one or more of the following criteria:

- A. used primarily for 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. However, such use of service, without compensation or reimbursement, for a charitable or civic purpose will not constitute business use of service unless other criteria apply.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)**Called Station:**

The terminating point of a call (i.e., the called number).

Calling Card:

A card issued by Company containing such account numbers assigned to its Customer which enables the charges for calls made to be properly billed on a pre-arranged basis.

Calls:

The term "calls" means telephone messages attempted by Customers or Users.

Carrier or Common Carrier:

Any individual, partnership, association, corporation or other entity engaged in intrastate communication for hire by wire or radio between two or more exchanges.

Channel:

A communications path between two or more points of termination.

Circuit:

A channel used for the transmission of electrical energy in the furnishing of telephone and other communications service.

Commission:

The Public Utilities Commission of Ohio (PUCO).

Communications System:

Channels and other facilities which are capable, when not connected to exchange telecommunications service, of two-way communications between customer-provided terminal equipment or company stations.

Company:

DONet Communications, LLC ("DONet").

Connecting Arrangement:

The equipment provided by DONet to accomplish the direct electrical connection of customer-provided facilities with the facilities of DONet or of facilities of DONet with other facilities of DONet.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (Con't)**Connecting Company:**

A corporation, association, partnership or individual owning or operating one or more exchanges and with who communications services are interchanged.

Connector:

See "Switch".

Connection Charge:

See "Service Connection Charge".

Construction Charge:

A separate non-recurring charge made for the construction of facilities in excess of that contemplated under the rates quoted in the exchange Tariffs.

Contract:

Refers to the agreement between a customer and DONet under which service and facilities are furnished in accordance with the applicable provisions of the Tariffs.

Cost:

The cost of labor and materials, which includes appropriate amounts to cover DONet's general operating and administrative expenses.

Customer:

The person, firm, corporation or other entity which orders or uses service and is responsible for payment of charges and compliance with Tariff regulation.

Cut-Over Date (or Installation Date):

The date when Company commences supplying telephone services pursuant to this Tariff.

Credit Card:

A valid bank or financial organization card, representing and account to which the costs of products and services purchased by the card holder may be charged for future payment. Such cards include those issued by VISA or MasterCard.

Customer-Provided Equipment:

Devices, apparatus, and/or associated wiring provided by a Customer.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (Con't)**Debit Card:**

A valid bank or financial organization card, representing both an account from which the costs of products and services purchased by the card holder may be charged.

Dedicated Access:

Non-switched access between a Customer's premises and the point of presence of the Company's underlying carrier.

Demarcation Point:

The point of connection, provided and maintained by the Telephone Company, at which the Telephone Company service and the property owner or customer's facilities are connected. This *Demarcation Point* is to be mutually agreeable to the Telephone Company and the subscriber or property owner, and is normally located near the point where the Telephone Company facilities enter the building or property, on the subscriber's side of the Company's protector, or its equivalent.

For multiple buildings constructed on continuous business property, such as shopping centers, condominiums, industrial parks, and campuses, the Telephone Company may establish a single Demarcation Point or may designate one of the existing terminating connections on a property as a main Demarcation Point. Where feasible, one or more alternate Demarcation Points may be placed or reinforced by the Company at the request of the business customer or property owner. Charges will be applied to cover additional costs of placing or reinforcing alternate Demarcation Points. The property owner or customer is responsible for service on the customer side of the Demarcation Point.

Digital:

A method of storing, processing and transmitting information through the use of distinct electronic or optical pulses that represent the binary digits (bits) 0 and 1. Digital transmission/switching technologies employ a sequence of discrete, individually distinct pulses to represent information, as opposed to the continuously variable signal of analog technologies.

Direct Connection:

Connection of terminal equipment to the telephone network by means other than acoustic or inductive coupling.

Direct Inward Dial (DID):

A service attribute that routes incoming calls directly to stations, by-passing a central answer point.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)**Direct Outward Dial ("DOD"):**

A service attribute that allows individual station users to access and dial outside numbers directly.

Directory Listing:

A publication in the Company's alphabetical directory of information relative to a customer's name or other identification and telephone number.

Disconnect or Disconnection:

The termination of a circuit connection between the Originating Station and the Called Station or the Company's operator.

Emergency Service Number ("ESN"):

A unique code, assigned by the Company, used to define specific combinations of police, fire and/or ambulance jurisdictions, or any other authorized agency, which are designated by the Customer.

E911 Customer:

A governmental agency that is the customer of record and is responsible for all negotiations, operations and payment of bills in connection with the provision of E911 service.

End User:

Any customer of telecommunications service that is not a carrier, except that a carrier shall be deemed to be an "end user" to the extent that such carrier uses a telecommunications service for administrative purposes, without making such service available to others, directly or indirectly.

Exchange:

An area, consisting of one or more central office districts, within which a call between any two points is a local call.

Exchange Access Line:

A central office line furnished for direct or indirect access to the exchange system.

Exchange Service:

The provision to the subscriber of access to the exchange system for the purpose of sending and receiving calls. This access is achieved through the provision of a central office line (exchange access line) between the central office and the subscriber's premises.

Extended Area Service:

Interexchange telephone service furnished at flat rate between one or more exchange areas.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)**Flat Rate Service:**

The type of exchange service provided at a monthly rate with an unlimited number of calls within a specified primary calling area.

Initial Service Period:

The minimum length of time for which a customer is obligated to pay for service, facilities, and equipment, whether or not retained by the customer for such minimum length of time.

Interconnection:

The method by which telecommunications facilities of the Company are arranged to transmit to, or receive information from, Customer-provided equipment.

Interruption:

The inability to complete calls, either incoming or outgoing or both, due to Company facilities malfunction or human errors.

ISDN/PRI Business Service:

An ISDN Primary Rate Interface Business Service connection operating at 1.544 MBPS that is time division multiplexed in 23B channels and one D channel. The B channels carry individual voice-grade telephonic communications, each of which can be used to place or received one call at a time, while the D channel handles signaling information.

Joint User Service:

An arrangement whereby an individual, firm or corporation whose telephone needs are not such as to justify the provision of separate customer service is permitted to use the service of a customer.

LATA:

Local Access and Transport Area ("LATA"). A geographic area established for the provision and administration of communications service. A LATA encompasses designated exchanges, which are grouped to serve common social, economic and other purposes.

Line Construction Charges:

The charges applied for additions to existing central office line facilities outside a Base Rate Area to provide service to business or residence customers.

Local Channel:

Applies to that portion of a channel which connects a station to an interexchanging channel. A channel connecting two or more stations within an exchange area.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)**Local Exchange Carrier:**

A company which furnishes exchange telecommunications service.

Local Channel:

Applies to that portion of a channel which connects a station to an interexchanging channel.
A channel connecting two or more stations within an exchange area.

Local Exchange Service:

Telephone communication within Exchange Areas in accordance with the provision of DONet's Tariffs.

Local Message:

A completed communication between customer's stations located within the same Exchange Area.

Local Service Area:

The area within which telephone service is furnished under a specific schedule of rates without the application of specific charges for each message.

Maintenance Visit Charge:

A charge applied when a service difficulty or trouble report results from customer provided equipment and/or inside wiring and not from the telephone company's facilities.

Message Rate Service:

A type of exchange service provided at a monthly rate with an additional charge for local calling based on the usage of the local network. One completed call is equal to one message.

Mileage:

The measurement upon which charges are computed for extension, tie, private lines and for lines serving exchange stations located outside the base rate area or outside the central office area of the connecting central office.

Minimum Contract Period:

The minimum length of time for which a customer is obligated to pay for service, facilities and equipment, whether or not retained by the customer for such minimum length of time.

Monthly Recurring Charge:

A regular charge applied on a monthly basis for the services applied for under this Tariff.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)**Network:**

The Company's facilities, equipment, and services provided under this Tariff.

Non-Recurring Charge:

A one-time charge associated with certain installations, change or transfer of services, either in lieu of or in addition to monthly recurring charges.

Premises:

A building or buildings or contiguous property, not separated by a public highway or right-of-way.

Tariff:

The rates, charges, rules and regulations adopted and filed by DONet with the Public Utilities Commission of Ohio.

Service(s):

All telecommunications services and other services related thereto provided by the Company to Customers or End Users.

Station:

Each telephone on a line where no telephone associated with the line is provided on the same premises and in the same building; the first termination in station key equipment or a jack for use with a portable telephone.

Subscriber:

See "Customer" definition.

Suspension:

Interruption of services for any number of reasons, including, but not limited to nonpayment.

T1 Business Service:

Service provided to business customers. The connection operates at 1.544 MBPS that is time division multiplexed in 24 individual voice-grade telephonic communications channels, each of which can be used to place or receive one call at a time.

Telephone Company:

See Carrier.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)**Termination Charge:**

A charge applied under certain conditions, when a contract for service is terminated by the customer before the expiration of the minimum contract period.

Toll Call:

Any call extending beyond the local exchange of the originating caller which is rated on a toll schedule by the Company.

Toll Free Service:

A bulk billed service which provides a customer a monthly flat rated message service for incoming station-to-station calling from telephones within a preset calling area. This service is offered without charge to the dialing party.

Trunk:

A communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

Trunk Line:

A circuit over which a customer's messages are sent between two central offices or between a central office and a private branch exchange system.

User:

Any person or entity that obtains the Company's services provided under this Tariff, regardless of whether such person or entity is so authorized by the Customer.

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SECTION 2 - RULES AND REGULATIONS**2.1. UNDERTAKING OF COMPANY**

- 2.1.1. Company's interexchange services are furnished for telecommunications originating and/or terminating in any area within the State of Ohio.
- 2.1.2. Company's local exchange services are furnished for telecommunications originating and/or terminating in any area within the State of Ohio.
- 2.1.3. Company is a facilities-based provider of local exchange telecommunications to Customers for direct transmission and reception of voice, data, and other types of communications.
- 2.1.4. Company is a resale common carrier providing intrastate long distance toll telecommunication service to customers for their direct transmission and reception of voice, data and other types of communications. Company provides outbound 1+, inbound "800," travel card services and prepaid calling card services to Customers.
- 2.1.5. Company resells or otherwise provides access, switching, transport and termination services provided by exchange and interexchange carriers.
- 2.1.6. Provision of the Company's services is dependent upon the availability of suitable facilities for services. The facilities used to provide a particular service are chosen by the Company and are not represented to be suitable for any one service. The Company reserves the right to change underlying facilities, at the Company's sole option, provided there is no degradation to the services.
- 2.1.7. The Company's services are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week.
- 2.1.8. Request for service under this Tariff will authorize the Company to conduct a credit search on the Customer.
- 2.1.9. This Tariff shall be interpreted and governed by the laws of the State of Ohio without regard for the State's choice of laws provision.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)**2.2. LIMITATIONS**

- 2.2.1. Service is offered subject to availability of the necessary facilities and/or equipment and subject to the provisions of this Tariff.
- 2.2.2. Company reserves the right to disconnect service without notice pursuant to Commission rules, under the following circumstances:
- 2.2.2.1. in the event of tampering with the company's equipment;
- 2.2.2.2 in the event of a condition determined to be hazardous to the customer, to other customers of the company, to the company's equipment, the public, or to employees of the company; or
- 2.2.2.3. in the event of a customer's use of equipment in such a manner as to adversely affect the company's equipment or the company's service to others.
- 2.2.3. The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.2.4. The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, telephone number, process or code. All rights, titles and interests remain, at all times, solely with the Company.
- 2.2.5. Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this Tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.
- 2.2.6. The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the terms and conditions of this Tariff are being complied with in the installation, operation or maintenance of the Customer's or the Company's facilities or equipment.
- 2.2.7. The Company reserves the right to refuse an application for service made by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this Tariff until the indebtedness is satisfied.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)**2.2. LIMITATIONS (Cont'd)**

- 2.2.8. Company may limit communications over its facilities during emergencies, which may result in a shortage of facilities.
- 2.2.9. The Company may refuse to permit collect calling, calling card, third number billing which it determines to be fraudulent and/or may limit the use of these billing options or services.
- 2.2.10. The Company reserves the right to discontinue service when necessitated by conditions beyond its control or when the Customer's use of the service is in violation of the provisions of this Tariff, DONet's policies and procedures, or in violation of state law, unless prohibited by Commission rules, regulations or Ohio State law.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)**2.3. USE**

- 2.3.1. Service may be used for the transmission of communications by the Customer for any lawful purpose for which the service is technically suited. Services are designed primarily for business or commercial use.
- 2.3.2. Customers may transmit or receive information or signals via the Company's facilities. Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this Tariff. A Customer may transmit any form of signal that is compatible with Company's equipment, but Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this Tariff.
- 2.3.3. Service may not be used for any unlawful purpose or for any purpose for which any payment or other compensation is received by the Customer, except when the Customer is a duly authorized and regulated common carrier, shared tenant or multi-tenant provider. This provision does not prohibit an arrangement between the Customer, authorized user or joint user to share the cost of service. This provision does not prohibit any other joint use arrangement permitted by Commission rules and/or Ohio State law.
- 2.3.4. Recording of telephone conversations of service provided by the Company under this Tariff is prohibited except as authorized by applicable federal, state and local laws.
- 2.3.5. The Company strictly prohibits use of the Company's services without payment or by an avoidance of payment by the Customer by fraudulent means or devices including providing falsified calling card numbers or invalid calling card numbers to the Company, providing falsified or invalid credit card numbers to the Company or in any way misrepresenting the identity of the Customer.
- 2.3.6. A business Customer may extend service capable of two-way communications to the location of another business Customer for the purpose of performing clerical services, which include the answering and originating of telephone calls. All regulations governing the use of service and the charges normally associated with the provision of service are applicable.
- 2.3.7. Service will not be used to call another person so frequently or at such times of day or in any other manner so as to annoy, abuse, threaten or harass the called party.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)**2.3. USE (Cont'd)**

- 2.3.8. Service will not be used in any manner which interferes with other persons in the use of their service, prevents other persons from using their service or otherwise impairs the quality of service to other Customers.
- 2.3.9. The name(s) of the Customer(s) desiring to use the service must be set forth in the application for service, and such person(s) shall be the authorized person(s) on the account for services for the purpose of changing services or any activity or notice on the account or relative to the services.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)**2.4. APPLICATION FOR SERVICE**

- 2.4.1. A Customer desiring to obtain Service may be required to complete the appropriate service order form or service agreement, and submit the service order in compliance with Company subscription requirements as may be established from time to time.
- 2.4.2. The name(s) of the Customer(s) desiring to use the Service must be set forth in the application or service agreement.
- 2.4.3. Company reserves the right to refuse an application or service agreement under the following circumstances:
- 2.4.3.1. When such service will adversely affect the service to other existing customers;
 - 2.4.3.2. Where the applicant has not complied with state, county, or municipal rules and/or regulations concerning the rendition of service;
 - 2.4.3.3. Where the installation is considered hazardous or of such nature that satisfactory service cannot be given;
 - 2.4.3.4. Where an applicant has not secured all necessary rights of way, easements and permits;
 - 2.4.3.5. Where the applicant has an overdue, unpaid obligation to the Company for the same class of service at the same or different location until the obligation is paid or arrangements satisfactory to the Company
 - 2.4.3.6. Where the applicant has failed to provide accurate and verifiable information necessary to establish the identity of the applicant until verifiable information is provided; or

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SECTION 2 - RULES AND REGULATIONS (Cont'd)**2.4. APPLICATION FOR SERVICE (Cont'd)****2.4.3. Continued**

- 2.4.3.7. Where an applicant is shown to have obtained or retained service from the Company by fraudulent means, including but not limited to false statements of credit references or employment; false statement of premises address; use of an alias or false name with intent to deceive, rotation of service among roommates or persons living together for the purpose of avoiding the debts of one or more of said persons or any other similar fraudulent devices
- 2.4.4. Request for Service under this Tariff will authorize Company to conduct a credit search on the Customer. Company reserves the right to require deposits per O.A.C. 4901:1-5 on the basis of credit history and to refuse further Service due to late payment or nonpayment by the Customer.
- 2.4.5. Reserved for future use.
- 2.4.6. Company may require an applicant for Service, who intends to use Company's offerings for resale and/or for shared use, to file a letter with Company confirming that the applicant's use of Company's offerings complies with relevant laws and Commission regulations, policies, orders, and decisions.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)**2.5. LIABILITIES OF THE COMPANY**

- 2.5.1. The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors, or defects in transmission occurring in the course of furnishing service or other facilities, and not caused by the negligence of the Customer, commences upon activation of service. Such liability will not be limited by gross misconduct of the Company. In no event will the Company be responsible for consequential damages for lost profits suffered by a Customer or end user as the result of interrupted or unsatisfactory service. For the purpose of computing such amount a month is considered to have thirty (30) days. Credit for interruptions is described in more detail in Section 2.13.6 of this Tariff.
- 2.5.2. Company shall not be liable for, and the Company shall be indemnified, defended and held harmless from any and all loss claims, demands, suits, or other action or liability whatsoever, whether suffered, made instituted or asserted by the Customer or by any other party or person, for:
- 2.5.2.1. Acts, omissions, or negligence of other companies when their facilities are used in connection with Company's facilities to provide service, or for the unavailability or any delays in the furnishing of any services or facilities, which are provided by other companies;

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SECTION 2 - RULES AND REGULATIONS (Cont'd)**2.5. LIABILITIES OF THE COMPANY (Cont'd)****2.5.2. (Cont'd)**

- 2.5.2.2. Failure of performance hereunder due to causes beyond its control, including but not limited to fire, flood, or other catastrophes; atmospheric conditions or other phenomena of nature, such as radiation; any law, order, regulation, directive, order by request of the United States Government, or any other government including state and local governments having any jurisdiction over DONet or the services provided hereunder; national emergencies, civil disorder, insurrections, riots, wars, strikes, lockouts, work stoppages, or other labor problems or regulations established or actions taken by any court or government agency having jurisdiction over Company;
- 2.5.2.3. Act or omission of any other entity furnishing to the Customer facilities or equipment used with the Service furnished hereunder; nor shall Company be liable for any damages or losses due in whole or in part to the fault or negligence of the Customer or due in whole or in part to the failure of Customer-provided equipment or facilities;
- 2.5.2.4. Reserved for future use.
- 2.5.2.5. Any charges or costs incurred by Customer for use of another carrier's services whether caused by failure of Company's equipment or service or otherwise;
- 2.5.2.6. Company is not responsible for publication of any directories. No liability for damages arising from errors and/or omissions of directory listings, or listings obtained from the directory assistance operator shall attach to Company; except as stated in accordance with the MTSS.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)**2.5. LIABILITIES OF THE COMPANY (Cont'd)****2.5.2. (Cont'd)**

- 2.5.2.7. Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising directly or indirectly from the material, data, information or other content transmitted over Company facilities or the use thereof, claims for infringement of patents arising from combining facilities furnished by Company with, or using the facilities in connection with, apparatus and systems of the Customer and all other claims arising out of any act or omission of the Customer in connection with facilities provided by Company.
- 2.5.2.8. Any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Company or Customer equipment or facilities or Service provided by the Company;
- 2.5.2.9. Any loss, damage, defacement or destruction of the premises of the Customer or any other property, whether owned by the Customer or by others, caused or claimed to have been caused directly or indirectly by the installation, delayed installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of equipment or wiring provided by Company where such installation, operation, failure to operate, maintenance, condition, location or use is not the direct result of Company's negligence;
- 2.5.2.10. Any act or omission of: (1) the Customer, (2) any other entity furnishing Service, equipment or facilities for use in conjunction with Services or facilities provided by the Company, or (3) common carriers or warehousemen;
- 2.5.2.11 Reserved for future use.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)**2.5. LIABILITIES OF THE COMPANY (Cont'd)****2.5.2. (Cont'd)**

- 2.5.2.12. Any unlawful or unauthorized use of the Company's facilities and Services;
- 2.5.2.13. Breach in the privacy or security of communications transmitted over the Company's facilities;
- 2.5.2.14. Any intentional, wrongful act of a Company employee when such act is not within the scope of the employee's responsibilities for the Company and/or is not authorized by the Company;
- 2.5.2.15. Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this Tariff;
- 2.5.2.16. Any non-completion of calls due to network busy conditions;
- 2.5.2.17. Service, facilities, or equipment, which the Company does not furnish.
- 2.5.2.18. Any and all other claims arising out of any act or omission of the Customer in connection with any service provided by Company.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)**2.5. LIABILITIES OF THE COMPANY (Cont'd)**

- 2.5.3. No agents or employees of connecting, concurring or other participating carriers or companies shall be deemed to be agents or employees of the Company without written authorization.
- 2.5.4. The Company shall not be liable for any damages, including usage charges, that the Customer may incur as a result of the unauthorized use of its communications equipment. The unauthorized use of the Customer's communications equipment includes, but is not limited to, the placement of calls from the Customer's premises and the placement of calls through Customer-controlled or Customer-provisioned equipment that are transmitted or carried over the Company's network services without the authorization of the Customer. The Customer shall be fully liable for all such charges.
- 2.5.5. The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and Service has been discontinued, to a refund of the amount erroneously billed.
- 2.5.6. Unless otherwise provided by Ohio state law or Commission rules, any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented to the Company verbally or with written documentation.
- 2.5.7. The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)**2.5. LIABILITIES OF THE COMPANY (Cont'd)**

- 2.5.8. The Company shall not be liable for any damages resulting from delays in meeting any service dates due to delays resulting from normal construction procedures. Such delays shall include, but not be limited to, delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of-way approvals and delays in actual construction work.
- 2.5.9. 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.
- 2.5.10. IN NO EVENT WILL THE COMPANY OR ITS SUPPLIERS BE LIABLE FOR ANY LOST REVENUE, PROFIT, OR DATA, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY ARISING OUT OF THE SERVICES OR THE USE OF OR INABILITY TO USE PRODUCT OR EQUIPMENT EVEN IF THE COMPANY OR ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. In no event shall the Company's or its suppliers' liability to the Customer, whether in contract, tort (including negligence), or otherwise, exceed the price of the Services or equipment paid by the Customer. The foregoing limitations shall apply even if the standard of the Company's warranty or its suppliers fails of its essential purpose.
- 2.5.11. Reserved for future use.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)**2.5. LIABILITIES OF THE COMPANY (Cont'd)****2.5.12. With respect to Directory Listing Service:**

- 2.5.12.1. Company does not publish a directory or other similar listing of its Customers. However, Company will arrange for Customers, other than Customers requesting non-published service, to be listed in the directories and directory assistance records of the applicable incumbent local exchange carrier in accordance with the incumbent's listing service Tariff schedule, subject to availability of such listing service to Company's Customers.
- 2.5.12.2. Reserved for future use.
- 2.5.12.3. Company's liability arising from errors or omissions in directory listings for which there is a charge will be in accordance with the MTSS, which requires payment of three months' regulated charges for directory listing omission or mistake.
- 2.5.12.4. The Subscriber assumes full responsibility for his use of any name as a directory listing, and agrees to hold the Company free and harmless from any claims, loss, damage or liability which may result from the use of such listing. The Company will not undertake to determine the legal, contractual or other right to the use of a name to be listed in any directory.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)**2.5. LIABILITIES OF THE COMPANY (Cont'd)****2.5.12. With respect to Directory Listing Service (Cont'd):**

2.5.12.5. As part of providing any private listing or semi-private listing Services, Company will not be liable for failure or refusal to complete any call to such telephone when the call is not placed by dialing a number which includes the number of the party called. Company will try to prevent the disclosure of unpublished listings, but will not be liable in any manner should such a number be divulged.

2.5.12.6. When a Customer with a non-published telephone number places a call to the Emergency 911 Service, Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for the Emergency 911 Service. By subscribing to Service under this Tariff, the Customer agrees to the release of such information under the above provision.

2.5.13. The Company's liability and the exclusive remedy of the Customer for damages arising out of or related to the Services will be solely limited to an amount no greater than the amounts paid by Customer to the Company during the term of the services. This limitation does not apply where the Company missed appointments, installations or repairs.

2.5.14. 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.

2.5.15. Approval by the Commission merely recognizes that since it is the court's responsibility to adjudicate negligence and consequential damages claims, it is also the court's responsibility to determine the validity of the exculpatory clause.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)**2.6. LIABILITY OF THE CUSTOMER****2.6.1. General Liabilities of the Customer**

- 2.6.1.1. The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invitees, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- 2.6.1.2. To the extent caused by any negligent or intentional act of the Customer as described in 2.6.1.1. preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party pursuant to this or any other tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.
- 2.6.1.3. The Customer shall not assert any claim against any other Customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this Tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this Tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.
- 2.6.1.4. The Customer must pay the Company for replacement or repair of damage to the equipment or facilities of the Company caused by the negligent or willful acts of the Customer, Users, or others, by improper use of the Services, or by use of equipment provided by the Customer, Users, or others.
- 2.6.1.5. The Customer must pay for the loss through theft of any Company equipment installed at Customer's premises.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)**2.6. LIABILITY OF THE CUSTOMER (Cont'd)****2.6.2 Liability of the Customer for Unauthorized Use of the Network****2.6.2.1 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.
- B. The following activities constitute fraudulent use:
1. Using the Network to transmit a message, locate a person, or otherwise give or obtain information, without payment for the service;
 2. Using or attempting to use the Network with the intent to avoid payment, either in whole or in part, of any of the Company's Tariffed charges by either rearranging, tampering with, or making connections not authorized by this Tariff to any service components used to furnish the Company's Services or using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices;
 3. Toll free callers using the Network with the intent of gaining access to a Customer's outbound calling capabilities on an unauthorized basis; and
 4. Using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices to defraud or mislead callers.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)**2.6. LIABILITY OF THE CUSTOMER (Cont'd)****2.6.2 Liability of the Customer for Unauthorized Use of the Network (Cont'd)****2.6.2.1 Unauthorized Use of the Network (Cont'd)**

- C. Customers are advised that use of telecommunications equipment and Services, including that provided under this Tariff, carries a risk of various forms of telecommunications fraud (including, but not limited to, toll, PBX, and Centrex "clip-on" fraud perpetrated by Users who gain access to a Customer's facilities, account numbers, security or authorization codes, etc.). Customers should take all necessary steps to restrict access to their facilities, including the equipment and services provided hereunder, and to detect and prevent unauthorized use of the equipment and services provided by the Company under this Tariff. Furthermore, Customers must notify the Company in writing of unauthorized use or charges appearing on the Customer's bill. All charges shall be deemed correct and authorized if such notice is not received by the Company.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)**2.6. LIABILITY OF THE CUSTOMER (Cont'd)****2.6.2 Liability of the Customer for Unauthorized Use of the Network (Cont'd)****2.6.2.2. Liability for Unauthorized Use**

- A. Except as provided for elsewhere in this Tariff, the Customer is responsible for payment of all charges for Services provided under this Tariff. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by Users or other third parties, the Customer's employees, or the public.
- B. The Customer is responsible for payment of all call charges arising from calls placed to a Customer's 800 service number, whether or not such calls are authorized or fraudulent, where the User gains access to the Customer's outbound calling equipment and services.
- C. The Customer is liable for all costs incurred as a result of unauthorized use of the Network, including Service charges and any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages. The Company will take reasonable steps, upon verbal or written notification that fraud has occurred, or is believed to have occurred, to assist the Customer in identifying the nature and/or source of the fraud, and in terminating the fraudulent use of the Customer's service. The Company will also assist the Customer in facilitating changes in phone number, and assist the Customer in identifying perpetrator(s) of the fraud for purposes of pursuing civil remedies.
- D. The Customer is responsible for payment of any charges related to the suspension and/or termination of Service, and any charges for reconnection of Service, incurred as a result of unauthorized use of the Network.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)**2.6. LIABILITY OF THE CUSTOMER (Cont'd)****2.6.2 Liability of the Customer for Unauthorized Use of the Network (Cont'd)****2.6.2.3. Liability for Calling Card Fraud**

- A. The Customer is liable for the unauthorized use of the Network obtained through the fraudulent use of a Calling Card, provided that the unauthorized use occurs before the Company has been notified.
- B. The Customer must give the Company notice that unauthorized use of a Calling Card has occurred or may occur as a result of loss, theft or other reasons. For the purposes of this section, "notice" occurs when the Company receives a written confirmation that unauthorized use of a Company Calling Card has occurred or may occur as a result of loss, theft or other reasons.
- C. The limitations on Customer liability in this subsection shall not apply to pre-paid or debit cards.

2.6.2.4. Liability for Credit Card Fraud

The Customer is liable for the unauthorized use of the Network obtained through the fraudulent use of a Credit Card. The liability of the Customer for unauthorized use of the Network by Credit Card fraud may be limited by state or federal law, and the Customer shall seek indemnification from the organization or company issuing such card for unauthorized use thereof.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)**2.7. PROVISION OF EQUIPMENT AND FACILITIES**

- 2.7.1. The Company will use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities installed by the Company, except upon prior written consent by the Company.
- 2.7.2. The Company will not be responsible for the installation, operation or maintenance of any Customer-provided communications equipment. Where Customer-provided and/or provisioned equipment is connected to the facilities furnished under this Tariff, the responsibility of the Company will be limited to the furnishing of facilities offered pursuant to this Tariff. Beyond this responsibility, the Company will not be responsible for:
- 2.7.3.1. the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
 - 2.7.3.2. the reception of signals by Customer-provided equipment; or
 - 2.7.3.3. network control signaling when performed by Customer-provided network control signaling equipment.
- 2.7.3. At the request of the Customer, installation or maintenance may be performed outside of the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material or other costs incurred by or charged by the Company will apply. If installation or maintenance 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.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)**2.7. PROVISION OF EQUIPMENT AND FACILITIES (Cont'd)**

- 2.7.4. Company shall not be responsible to the Customer or any other person or entity if changes in the criteria, or in any of Company's facilities, operations or procedures render Customer provided facilities obsolete or cause Customer-provided facilities to require modification or alteration, or otherwise affect the use or performance of Customer-provided facilities. Where it is reasonably foreseeable to Company that such changes may affect Customer-provided facilities, Company shall provide reasonable notice.
- 2.7.5. Unless otherwise specified in this Tariff, the Company will provide facilities for Services to the Demarcation Point on the property where the Customer is served. Customer or property owner is responsible for the installation, functionality, operation, and maintenance of all facilities on the Customer side of the Demarcation Point.
- 2.7.6. Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this Tariff. Pursuant to the MTSS, the Company guarantees that service will be installed within five (5) business days, Company is liable any delay and shall give appropriate credits therefore.
- 2.7.7. Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided to the Customer.
- 2.7.8. Facilities furnished by Company remain the property of Company until transferred or abandoned.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)**2.8. CUSTOMER RESPONSIBILITIES**

- 2.8.1. Customer has certain rights and responsibilities under the *Minimum Telephone Service Standards* (Ohio Adm.Code 4901:1-5) (MTSS). 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.**
- 2.8.2. Customer shall be responsible for the payment of all charges for service provided under this Tariff, and for payment of all excise, sales, use, excise, franchise, access, universal service, 911 service, handicapped services or other similar taxes that may be levied by a governing body or bodies in conjunction with or as a result of the service furnished under this Tariff.
- 2.8.3. Customer shall be responsible for informing the Company of any billing dispute within one hundred and eighty (180) days of the due date of the bill, unless Commission rules, regulations or Ohio State law indicates otherwise.
- 2.8.4. The Customer is responsible for compliance with applicable regulations set forth in this Tariff.
- 2.8.5. The Customer is responsible for establishing its identity as often as necessary during the course of the call or when seeking credits from the Company.
- 2.8.6. Customer shall provide and maintain at its own expense terminal equipment on the Customer's premise and the electric power consumed by such equipment. The Customer is responsible for the provision of wiring or cable to connect its terminal equipment to the Company's Point of Connection.
- 2.8.7. The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltage and currents impressed on Company-provided equipment and wiring by the connection, operations, or maintenance of such equipment and wiring shall be such as not to cause damage to Company-provided equipment and wiring or injury to DONet's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by Company at the Customer's expense.
- 2.8.8. Customer can access information and rates on detariffed services by accessing the Company's website at www.donet.com.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)**2.8. CUSTOMER RESPONSIBILITIES (Cont'd)**

- 2.8.9. The Customer agrees to return to the Company within five (5) days of termination of service all Company-provided equipment. All returned equipment must be in the same condition as when delivered to the Customer by the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.
- 2.8.10. In accordance with the "filed tariff doctrine," as established by judicial and regulatory decisions and precedents, Customer shall pay all charges due and owing irrespective of any claims of loss, liability, set off, damages, or other claims against Company to which Customer may claim to be entitled. Unless provided otherwise in this Tariff, by Ohio State law or by Commission Regulations, the duty to pay such charges shall arise upon the demand for payment by Company and shall not be delayed or deferred by the commencement of any legal or equitable action by either Customer or Company in connection with such charges incurred under this Tariff.
- 2.8.11. The Customer is responsible for 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 Premises or the premises of any User, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- 2.8.12. The Customer is responsible for providing, at no charge, as specified from time to time by the Company, any needed equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- 2.8.13. The Customer is responsible for obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide Services to the Customer from the cable building entrance or property line to the location of the building equipment space. Any and all costs associated with the obtaining and maintaining rights-of-way described herein, including the costs of altering the structure to permit installation of the Company provided facilities, shall be borne entirely by, or may be charged by the Company, to the Customer. The Company may require the Customer to demonstrate its compliance with this Section prior to accepting an order for service.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)**2.8. CUSTOMER RESPONSIBILITIES (Cont'd)**

- 2.8.14. The Customer is responsible for providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g., friable asbestos) prior to any construction or installation work;
- 2.8.15. The Customer is responsible for complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the locations of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under other provisions of this Tariff; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing facilities or equipment of the Company;
- 2.8.16. The Customer is responsible for not creating, or allowing to be placed, any liens or other encumbrances on the Company's equipment or facilities;
- 2.8.17. The Customer is responsible for making Company 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;
- 2.8.18. The Customer shall be responsible for making arrangements or obtaining permission for safe and reasonable access for Company employees or agents of the Company, at times mutually acceptable to Company and Customer, to enter the premises of the Customer or any joint user or Customer of the Customer at any reasonable hour for the purpose of inspecting, repairing, testing or removing any part of the Company's facilities, without charge to the Company;
- 2.8.19. The Customer is responsible for notifying Company of any interruptions of or other trouble with the service.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)**2.8. CUSTOMER RESPONSIBILITIES (Cont'd)**

- 2.8.20. The Customer is responsible for placing any necessary orders; for complying with Tariff regulations; for the placement of any stickers or tent cards provided by the Company or as required by law; and for assuring that Users comply with Tariff regulations. The Customer shall ensure compliance with any applicable laws, regulations, orders or other requirements (as they exist from time to time) of any governmental entity relating to Services provided or made available by the Customer to Users. The Customer is also responsible for the payment of charges for calls originated at the Customer's numbers which are not collect, third party, calling card, or credit card calls.
- 2.8.21. Reserved for future use.
- 2.8.22. The Customer is responsible for charges incurred for special construction and/or special facilities which the Customer requests and which are ordered by the Company on the Customer's behalf.
- 2.8.23. The Customer shall ensure that the equipment and/or system is properly interfaced with Company facilities or Services, that the signals emitted into the Company's Network are of the proper mode, bandwidth, power, and signal level for the intended use of the Customer and in compliance with the criteria set forth in this Tariff, and that the signals do not damage equipment, injure personnel, or degrade Service to other Customers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, the Company will permit such equipment to be connected with its channels without use of protective interface devices.
- If the Customer fails to maintain the equipment and/or the system 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, terminate the Customer's Service.
- 2.8.24. The Customer is responsible for paying for the loss through theft of any Company equipment installed at Customer's premises.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)**2.9. ESTABLISHMENT OF CREDIT**

- 2.9.1. Company, in order to ensure payment of its charges for Service or for loss of or damage to Company property, will require Applicants and Customers to establish and maintain credit. The establishment or re-establishment of credit as provided in this Section does not relieve an applicant or Customer from compliance with other provisions of this Tariff as to the payment of bills and in no way modifies the Sections regarding disconnection and termination of Service for failure to pay bills due for Service furnished.
- 2.9.2. Application for Service under this Tariff will authorize Company to conduct a credit search on the Customer.
- 2.9.3. Company may require any applicant or Customer to establish credit in one of the following ways, consistent with Ohio statutes and rules:
- 2.9.3.1. Nonresidential applicants or Customers must provide information pertinent to the applicant's or Customer's credit standing that meets the Company's criteria for satisfactory credit in accordance with the MTSS.
 - 2.9.3.2. Applicants or Customers of residential interexchange service must provide information pertinent to the applicant's or Customer's credit standing that meets the Company's criteria for satisfactory credit in accordance the MTSS
 - 2.9.3.3. Applicants or Customers of residential local exchange services may demonstrate satisfactory credit by demonstrating Applicant that they had no disconnections or no more than two late payments within the past year. Applicants that cannot demonstrate satisfactory credit must provide a deposit as set forth in Section 2.10 of this Tariff.
- 2.9.4 Termination Liability
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 as approved or sanctioned by the Commission. Customers shall be free to pursue whatever legal remedies they may have should a dispute arise.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)**2.9. ESTABLISHMENT OF CREDIT (Cont'd)**

- 2.9.5 In the event a residential applicant or customer cannot establish credit or cannot pay a deposit or deposit extended payments, the Company will accept the pledge of a guarantor on behalf of the applicant or customer for specified amount not to exceed the deposit that would have been assessed, provided the guarantor has established a satisfactory payment history for each class of service being guaranteed.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)**2.10. DEPOSITS**

2.10.1. Company reserves the right to require Customer to make a deposit to guarantee payment of charges.

2.10.2. Deposit and Guarantee Requirements

The utility may require a deposit or guarantee of payment from any customer or applicant who has not established good credit with that utility, in accordance with the MTSS. Deposit or guarantee of payment requirements as prescribed by the utility must be based upon standards which bear a reasonable relationship to the assurance of payment. The utility may determine whether a customer has established good credit with that utility, except as herein restricted:

1) A customer, who within the last 12 months has not had service disconnected for nonpayment of a bill and has not been liable for disconnection of service for nonpayment of a bill, and the bill is not in dispute, shall be deemed to have established good credit. When required, a customer may assure payment by submitting a deposit. A deposit shall not exceed an estimated two months' gross bill or existing two months' bill where applicable.

2) A deposit or a guarantee of payment shall not be based upon income, home ownership, residential location, employment tenure, nature of occupation, race, color, creed, sex, marital status, age, national origin, or any other criteria which does not bear a reasonable relationship to the assurance of payment or which is not authorized by Ohio statutes or rules.

3) Credit reports shall not be used other than those reflecting the purchase of utility services to determine the adequacy of a customer's credit history without the permission in writing of the customer. Any credit history so used shall be bailed to the customer in order to provide the customer an opportunity to review the data. Refusal of a customer to permit use of a credit rating or credit service other than that of a utility shall not affect the determination by the utility as to that customer's credit history.

4) Qualifying applicants for service connection assistance will receive the service at no charge or reduced cost.

5) The amount of a deposit assessed for local service or toll service shall not exceed 230% of the estimated or, where the customer or service applicant has either an existing or a previous service account billing history with the local or toll service provider, the historic month average total charge for all regulated local services provided (or to be provided) to the Customer by the Company.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)**2.10. DEPOSITS**

2.10.1. Company reserves the right to require Customer to make a deposit to guarantee payment of charges.

2.10.2. Deposit and Guarantee Requirements

The utility may require a deposit or guarantee of payment from any customer or applicant who has not established good credit with that utility, in accordance with the MTSS. Deposit or guarantee of payment requirements as prescribed by the utility must be based upon standards which bear a reasonable relationship to the assurance of payment. The utility may determine whether a customer has established good credit with that utility, except as herein restricted:

1) A customer, who within the last 12 months has not had service disconnected for nonpayment of a bill and has not been liable for disconnection of service for nonpayment of a bill, and the bill is not in dispute, shall be deemed to have established good credit. When required, a customer may assure payment by submitting a deposit. A deposit shall not exceed an estimated two months' gross bill or existing two months' bill where applicable.

2) A deposit or a guarantee of payment shall not be based upon income, home ownership, residential location, employment tenure, nature of occupation, race, color, creed, sex, marital status, age, national origin, or any other criteria which does not bear a reasonable relationship to the assurance of payment or which is not authorized by Ohio statutes or rules.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)**2.10. DEPOSITS (Cont'd)****A. General**

Service Connection Assistance is a telephone assistance program that provides certain eligible residential customers requesting local exchange service with the following benefits:

- Waiver of applicable deposit requirements under this Tariff.
- Full or partial waiver up to \$60 of applicable service connection charges for establishing or re-establishing local exchange service as described in this Tariff (Service Connection Assistance does not apply to network wiring charges).

B. Regulations

1. Service Connection Assistance is a basic local exchange residential service offering available to customers who are currently participating in one of the following assistance programs:
 - a. Home Energy Assistance Program (HEAP);
 - b. Supplemental Security Income (SSI) under Title XVI of the Social Security Act;
 - c. Food Stamps;
 - d. Federal Public Housing or Section 8 Assistance; or
 - e. Medical Assistance under Chapter 5111 of the Ohio Revised Code (Medicaid).
2. The Telephone Company shall require, as proof of eligibility for Service Connection Assistance, a document signed by the customer, certifying under penalty of perjury that the customer is receiving benefits from one of the programs identified in Paragraph 2.B.1. above; identifying the specific program or programs from which the customer receives benefits.
3. Customers of Service Connection Assistance cannot be a dependent (as defined by the Federal Income Tax Code) under the age of 60.
4. Service Connection Assistance is available for all grades of service.
5. Service Connection Assistance is available for a single telephone line at the customer's principal place of residence.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)**2.10. DEPOSITS (Cont'd)**

6. Service Connection Assistance shall be available to eligible customers not more than once in a one-year period at the same address. Customers must pay or make arrangements to pay to the Telephone Company any outstanding bills for regulated telephone services in the customer's name, and no other member of the household may owe money for such services previously provided at the customer's current address.
7. Service Connection Assistance customers are not restricted on the optional services to which they may subscribe.

5) All deposits shall be in addition to payment of an outstanding bill or a part of such bill as has been resolved to the satisfaction of the utility, except where such bill has been discharged in bankruptcy. A utility shall not require a deposit or a guarantee of payment without explaining in writing why that deposit or guarantee is being required and under what conditions, if any, the deposit will be diminished upon return. The deposit shall be refunded to the customer after 12 consecutive months of prompt payment of all bills to that utility. The utility may, at its option, refund the deposit by direct payment or as a credit on the bill. With notice any deposit of a customer shall be applied by the utility to a bill when the bill has been determined by the utility to be delinquent. Each utility shall issue a written receipt of deposit to each customer from whom a deposit is received and shall provide a means whereby a depositor may establish a claim if the receipt is unavailable.

6) Interest shall be paid on deposits at the rate of six percent per year. Interest on deposits shall be payable from the date of deposit to the date of refund or disconnection. The utility may, at its option, pay the interest at intervals it chooses but at least annually, by direct payment, or as a credit on bills. Upon termination of service, the deposit with accrued interest shall be credited to the final bill and the balance shall be returned within 45 days to the customer. Pursuant to Rule 17-6, the Company will refund all deposits including interest.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)**2.10. DEPOSITS (Cont'd)****2.10.3. Guarantee of Payment**

Company may accept, in lieu of deposit, a contract signed by a guarantor satisfactory to the utility whereby payment of a specified sum, not exceeding the deposit requirement, is guaranteed. The term of such contract shall be for no longer than 12 months, but shall automatically terminate after the customer has closed and paid the account with the utility, or at the guarantor's request upon 30 days written notice to the utility. Upon termination of a guarantee contract or whenever the utility deems same insufficient as to amount or surety, a cash deposit or a new or additional guarantee may be required for good cause upon reasonable written notice to the customer. The service of any customer who fails to comply with these requirements may be disconnected upon notice as prescribed in Ohio Rules. The utility shall mail the guarantor copies of all disconnect notices sent to the customer whose account he has guaranteed unless the guarantor waives such notice in writing.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)**2.11. PAYMENTS AND BILLING****2.11.1. General Payment Regulations**

- 2.11.1.1. Charges for service are applied on a recurring basis. Service is provided and billed on a monthly (30 day) basis. The billing date is dependent on the billing cycle assigned to the Customer. Service continues to be provided until canceled by the Customer pursuant to Section 2.15., or when the Company disconnects service pursuant to this Tariff.
- 2.11.1.2. The Customer is responsible for the payment of all charges for services furnished to the Customer once service is activated.
- 2.11.1.3. Charges for service are based on actual usage, and are billed monthly in arrears. Billing for local services will be rendered monthly in advance.
- 2.11.1.4. Customer will be billed and is responsible for payment of applicable local, state and federal taxes assessed in connection with the services used.
- 2.11.1.5. Reserved for future use.
- 2.11.1.6. Billing will be payable upon receipt and deemed past due if not paid by the Payment Due Date (a minimum of nineteen (19) days from the date of mailing) as set forth on the invoice.
- 2.11.1.7. Reserved for future use.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)**2.11. PAYMENTS AND BILLING (Cont'd)****2.11.2. Late Payment Fee**

2.11.2.1. Customer will be liable for late fees on payments received after due date in the amount of 1.5%.

2.11.2.2. The late payment fee will be applied to all undisputed amounts previously billed under this Tariff, except taxes Company is required by law to levy on a Customer, including arrears and unpaid late payment charges, and amounts that have already been assessed a late payment charge or other late payment charges themselves.

2.11.2.3. Late payment charges apply to those portions (and only those portions) of unpaid balances that are associated with disputed amounts. Such charges shall be applied only once to the undisputed amount.

2.11.2.4. Late payment charges do not apply to final accounts.

2.11.3. Payment by Checks

2.11.3.1. When a check which has been presented to the Company by a Customer in payment for charges is returned by the bank, the Customer shall be responsible for the payment of a returned check charge as set forth in Sections 3.4.2.6, 3.5.1.5 and 3.5.2.7 of this Tariff.

2.11.4. Overpayments

2.11.4.1. The Company shall refund overpayments to the Customer retroactive to such time as the overpayment was applied or to the time such overpayment can be documented either by the Company or the Customer.

2.11.4.2. If agreed to by the Customer, credit for the overpayment will be provided on the next regular Company bill.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)**2.11. PAYMENTS AND BILLING (Cont'd)****2.11.5. Back Billing**

2.11.5.1. Any person or entity which uses, appropriates or secures the use of services from Company, whether directly or indirectly, in any unlawful manner or through the providing of any misleading or false information to Company and which uses are inconsistent with the stated uses, intents, and purposes of this Tariff or any restriction, conditions, and limitations stated herein, shall be liable for an amount equal to the accrued and unpaid charges that would have been applicable to the use of Company's services actually made by Customer.

2.11.5.2. The Company reserves the right to back bill the Customer for charges not previously billed to the Customer because of Company error. The Company may back bill for charges incurred during the previous eighteen (18) months and/or consistent with Ohio state law or Commission rules and regulations.

2.11.6. Customer Complaints and Billing Disputes

2.11.6.1. A Customer or prospective customer may initiate a complaint or dispute with the Company on any relevant matter by telephone, at (937) 226-6896, in person or in writing directed to the Customer Service Manager, DONet Communications, LLC, 33 W. First Street, Suite 230, Dayton, Ohio 45302. Company's response to the complaint will generally be in the same form used by the Customer. If the Customer is not satisfied or the problem is not resolved, the Customer may contact the Public Utilities Commission of Ohio.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)**2.11. PAYMENTS AND BILLING (Cont'd)****2.11.6. Customer Complaints and Billing Disputes (Cont'd)**

2.11.6.2. The Company will treat any Customer complaint or dispute in a manner consistent with Ohio statutes and regulations; specifically:

- A. The Company will promptly investigate disputes and complaints, promptly report the results to the Customer, and promptly take corrective action, if necessary;
- B. The Company will inform Customers that remain dissatisfied with the Company's initial decision or explanation that the Customer has the right to have the problem considered and acted upon by a supervisor. Company personnel will inform the Customer of the name and telephone number of the supervisor; and
- C. The Company will inform Customers that remain dissatisfied after a supervisor's review of the dispute that the Customer may apply to the Commission for resolution.

2.11.6.3. In the event the Customer disputes any charges billed by the Company, Customer must make payment of all undisputed amounts or the Service will be subject to disconnection if Company has notified Customer by written notice of such delinquency and impending termination. Customer should submit to Company verbally or in writing and provide an itemized statement identifying the disputed charges and reasonably explaining the basis of the dispute.

2.11.6.4. Company shall resolve billing disputes in a timely manner in accordance with the MTSS and determine whether any billing adjustment should be made to the Customer's account. In making such determination, Company will consider all relevant and credible information provided by Customer as well as other information reasonably available to Company.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)**2.11. PAYMENTS AND BILLING (Cont'd)****2.11.6. Customer Complaints and Billing Disputes (Cont'd)**

2.11.6.5. If objection to the Company's bill is not received by the Company, 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.

2.11.6.6. The Customer may pay the disputed portion of the bill, subject to reimbursement.

2.11.6.7. If you have a complaint that is not resolved after you have called DoNet, or for general utility information, residential and business Customers may contact the Public Utilities Commission of Ohio for assistance at 1-800/686-7826 (toll free) or for TTY at 1-800/686-1570 (toll free) from 8:00a.m. to 5:00 p.m. weekdays, or at www.puco.ohio.gov.

2.11.6.8. Residential Customers may also contact the Ohio Consumers' Counsel for assistance with complaints and utility issues at 1-877/742-5622 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at www.pickocc.org.

2.11.6.9. The address of the Commission is:

Public Utilities Commission of Ohio
180 East Broad Street
Columbus, Ohio 43215

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SECTION 2 - RULES AND REGULATIONS (Cont'd)**2.12. INTERRUPTION OF SERVICE**

- 2.12.1. The Company will follow the Commission's rules in the case of major outage and/or service interruption.
- 2.12.2. For the purpose of applying this provision, the word "interruption" will 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 will be given for, service difficulties such as slow dial tone, circuits busy or other network and/or switching capacity shortages.
- 2.12.3. Pursuant to the MTSS, all reported interruptions of service will be restored within one (1) working day, excluding Sundays and holidays, except those caused by emergency situations, unavoidable catastrophes.
- 2.12.4. Credit allowance for interruptions of service which are not due to Company's testing or adjusting, to the negligence of the customer, to the failure of channels, equipment and/or communications equipment provided by the Customer or to circumstances beyond the Company's control, including force majeure, are subject to the provisions of the MTSS. It shall be the obligation of the Customer to notify Company of any interruptions of service. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission of the Customer, not within the Customer's control.
- 2.12.5. No credit allowances will be allowed for an interruption of services for continuous duration of less than twenty-four (24) hours, and then for every full twenty-four (24) hours thereafter;
- 2.12.6. If an out-of-service condition exceeds twenty-four hours but is less than forty-eight hours, the Company will credit Customer's bill for at least the pro rata portion of the monthly charge(s) for all regulated local services rendered inoperative during the interruption. Credit for out-of-service conditions lasting longer will be provided as follows:

(1) The Company will provide a Customer who experiences an out-of-service condition of forty-eight hours but less than seventy-two hours a credit equal to at least one-third of one month's charges for any regulated local services rendered inoperative.

(2) The Company will provide a Customer who experiences an out-of-service condition of seventy-two hours but less than ninety-six hours a credit equal to at least two-thirds of one month's charges for any regulated local services rendered inoperative.

(3) The Company will provide a Customer who experiences an out-of-service condition of at least ninety-six hours a credit equal to at least one month's charges for any regulated local services rendered inoperative.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)**2.13. RESTORATION OF SERVICE**

2.13.1. The use and restoration of service in emergencies shall be in accordance with Ohio rules.

2.13.2. When a Customer's service has been disconnected in accordance with this Tariff and applicable Commission rules and regulations, and the service has been terminated through the completion of a Company service order, service will be restored only upon the basis of application for new service. If service has been temporarily suspended, 911 access will remain available for fourteen calendar days after which service will be completely disconnected and a new installation charge will be applicable.

2.14. CANCELLATION BY CUSTOMER

2.14.1. The Customer may discontinue service via phone or in writing.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)**2.15. CANCELLATION BY COMPANY**

2.15.1. Pursuant to Ohio rules, the Company may discontinue service to the Customer without notice or without further notice for the following reasons:

- 2.15.1.1. An emergency may threaten the health or safety of a person, or the local service provider's distribution system. If service is disconnected, the company shall act promptly to restore service as soon as possible;
- 2.15.1.2. A subscriber's use of telecommunications equipment adversely affects the company's equipment, its service to others, or the safety of the Company's employees or subscribers; or
- 2.15.1.3. A subscriber tampers with facilities or equipment owned by the telecommunications provider.

2.15.2. The Company will restore service that has been disconnected pursuant to section 2.16.2, above, once the Customer has corrected the underlying reason for the disconnection, and in accordance with the MTSS. The Company may require a deposit for restoration of service in accordance with section 2.10 of this Tariff.

2.15.3. The Company, after providing the Customer with 14 days proper notice, will discontinue service if and only if the following reasons are met:

- 2.15.3.1. if the Company determines that the Customer has used Customer-owned-equipment that adversely affects the Company's service to its other customers;
- 2.15.3.2. if the Company determines the Customer has not paid regulated charges or has not paid a deposit as provided in this Tariff with this Company, except for non-payment of charges incurred from information delivery services or disputed third-party billed charges;
- 2.15.3.3. if the Company is unable to substantiate the identity of the individual requesting service; provided that the Company will allow a person to substantiate his/her/its identity with at least a current Ohio State driver's license or with another piece of picture identification from a list of four Company approved forms of identification. The Company will provide a cost free means to substantiate identification.
- 2.15.3.4. if the Company determines that the Customer has received service from the company by providing false information, including false statements of credit references or employment, false statement of premises address, use of an alias or false name with the intent to deceive the Company, or rotation of service among roommates or persons living together for the purpose of avoiding the debts of one or more person;

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SECTION 2 - RULES AND REGULATIONS (Cont'd)**2.15. CANCELLATION BY COMPANY (Con't)**

- 2.15.3.5. if the Company determines that the Customer is receiving service at an address where a former customer is known to reside with an overdue, unpaid prior obligation to the Company for the same class of service at that address and there is evidence that the applicant lived at the address while the overdue, unpaid prior obligation was incurred and helped incur the obligations.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)**2.15. CANCELLATION BY COMPANY (Cont'd)**

2.15.4. Except as provided above, the Company will discontinue or restrict service only under the following circumstances:

- 2.15.4.1. the Company will discontinue basic service only for the Customer's nonpayment of basic service charges;
- 2.15.4.2. the Company will discontinue ancillary services only for the Customer's nonpayment of ancillary charges OR if the Company has discontinued basic service in accordance with this Tariff or Ohio State law and/or regulation;
- 2.15.4.3. the Company will discontinue interexchange access only for the Customer's nonpayment of interexchange charges OR if the Company has discontinued basic service in accordance with this Tariff or Ohio State law and/or regulation;
- 2.15.4.4. the Company, at its own discretion, may permit a Customer access to toll-free numbers when the Customer's interexchange access service is discontinued or restricted.

2.15.5. Reserved for future use

2.15.6. Except as provided in Section 2.16.1, the Company will mail to the Customer, via first class mail, written notification of discontinued service at least seven (7) calendar days prior to discontinuance or disconnection of service, which will contain the following:

- 2.15.6.1. a discontinuation date that is not less than seven (7) calendar days after the postmark date for which the notice is mailed;
- 2.15.6.2. the amount(s) owing for service that is subject to discontinuation or restriction;
- 2.15.6.3. a statement that clearly indicates the amount the Customer must pay in order to maintain basic service or restricted service, regardless of the full amount owed by the Customer;
- 2.15.6.4. instructions on how to correct the problem to avoid discontinuation of service;
- 2.15.6.5. information about any discontinuation or restoration charges that may be assessed;
- 2.15.6.6. information about how the Customer can avoid discontinuation of service under the medical emergency provisions of this Tariff, section 2.16.8 through 2.16.12, above; and
- 2.15.6.7. the Company's name, address, toll-free number, and TTY number for the Customer to contact the Company to discuss pending discontinuation of service.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)**2.15. CANCELLATION BY COMPANY (Cont'd)**

2.15.6.8. a statement that local service may not be refused or disconnected to any applicant or subscriber for any of the following reasons:

- (1) Failure to pay for service furnished to a former subscriber unless the former subscriber and the new applicant for service continue to be members of the same household;
- (2) Failure to pay for a different class of service. Residential service may not be denied or disconnected for nonpayment of a nonresidential account and vice versa;
- (3) Failure to pay any amount which is in bona fide dispute. The company may not disconnect service if the subscriber pays either the undisputed portion of the bill or where the disputed amount is in question, the subscriber pays the amount paid for the same billing period in the previous year; or
- (4) Failure to pay any non-regulated service charges.

2.15.7 Except as provided above, the Company will provide the Customer with personal notice of its intent to discontinue service as follows:

2.15.7.1 The Company will attempt at least two (2) personal contacts with the Customer via telephone during regular business hours. The Company will use all telephone numbers disclosed by the Customer as contact numbers.

2.15.7.2 Except in the case of danger to life or property, the Company will not discontinue service on days that it is not fully staffed to discussed discontinuation and reestablish service to the Customer on the same or following day.

2.15.8 The Company will not discontinue service while a customer billing dispute is pending before the Commission provided that the Customer pays all amounts of any bill due that is not in dispute.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)**2.16. NOTICES AND COMMUNICATIONS**

- 2.16.1. The Customer shall designate on the service order an address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company's bills for services shall be mailed.
- 2.16.2. The Company shall designate on the service order an address to which the Customer shall mail or deliver all notices and other communications, except that the Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 2.16.3. All notices or other communications required to be given pursuant to this Tariff 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 deposit of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.16.4. The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.17. INTERCONNECTION

- 2.17.1. Company reserves the right to interconnect its services with those of any other Common Carrier or alternate service provider and to utilize such services concurrently with its own facilities for the provision of Service(s) offered in this Tariff.

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SECTION 3 – DONET LOCAL EXCHANGE SERVICE**3.1. DESCRIPTION OF SERVICE**

- 3.1.1. Local Exchange Service may be offered to Customers in locations that Company determines are feasible, and for which it receives the necessary approvals from the Commission or other state regulatory bodies. Company may offer such services via one or more of the following: resale, leased or owned facilities. In addition to dial tone, Company will provide the features described below.
- 3.1.2. Local Exchange Service is telephone service that allows Customers to originate calls from the Customer location to locations within the Customer's local calling area. In addition the Customer may originate long distance calls that are routed to appropriate long distance carrier. The Customer may also receive calls that originate either within local service area or from other locations worldwide.
- 3.1.3. The Company provides services through its own Facilities or through the local exchange carrier or alternative carriers. Depending on the Customer's needs, they have a choice of features to which they can subscribe as set forth in this Tariff. The Company also provides access to interexchange Service by resale of service from interexchange carriers.
- 3.1.4. Local Service provides the Customer with touch tone, voice-grade telecommunications services that can be used to place or receive calls. The Customer may place calls to any local calling station in the local calling area. Additionally, subject to availability, the Customer may access certain features, including, operator services, directory assistance, enhanced 911 (where available to Company), custom calling features, including voice mail (where available) and telecommunications relay services. The Customer may also place calls to toll-free numbers where equipment allows.
- 3.1.5. Residential Service is provided only to private residences where business listings are not provided and telephone service is not used for the conduct of business.
- 3.1.6. Business Service is provided to any location where activities are of a business, trade, or professional nature. Business service is also provided to schools, hospitals, libraries, churches, lodges, and other similar institutions.

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SECTION 3 – DONET LOCAL EXCHANGE SERVICE (Cont'd)**3.1. DESCRIPTION OF SERVICE (Cont'd)**

3.1.7. Timing of calls begins when the called station is answered, as determined by standard industry methods generally in use for ascertaining answer, including hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. The Company does not bill for incomplete calls.

3.1.8. Auto Busy Redial

Auto Busy Redial enables the Customer to redial automatically the last outgoing telephone number. If that telephone number is busy, the service will make call attempts to the telephone number for a maximum of thirty (30) minutes beginning with the Customer's activation of Auto Busy Redial, in an effort to establish the call. The Customer will be signaled with a distinctive ring when the call can be completed. Customers access Auto Busy Redial by dialing *66 and can cancel an Auto Busy Redial activation by dialing *86.

3.1.9. Caller ID - Name and Number Blocking

Any Company calling party may prevent the delivery of Calling Party Number and Calling Party Name to the called party by dialing an access code (*67 on their touch-tone pad or 1367 from a rotary telephone) immediately prior to placing a call. The access code will activate blocking on a per call basis.

3.1.10. Call Forwarding

Call Forwarding enables the Customer to transfer all incoming calls to another telephone number. The Customer is responsible for the payment of charges (i.e., toll charges) for each call between the Customer's call forwarding equipped telephone and the telephone to which the call is being forwarded. The transmission may not meet normal standards depending upon the distance and routing necessary. Customers who are subscribed to Call Forwarding activate the service by dialing #72 and can deactivate the service by dialing #73.

3.1.11. Auto Call Return

Auto Call Return enables the Customer to redial automatically the last incoming call, whether or not it was answered. If that telephone number is busy, automated continuous attempts will occur to call the number for a maximum of thirty (30) minutes beginning with the Customer's activation of Auto Call Return in an attempt to establish the call. The Customer will be signaled with a distinctive ring when the call can be completed. Customers activate Auto Call Return by dialing *69.

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SECTION 3 – DONET LOCAL EXCHANGE SERVICE (Cont'd)**3.1. DESCRIPTION OF SERVICE (Cont'd)****3.1.12. Call Waiting**

Call Waiting alerts Customers via a tone signal while a call is in progress to indicate a second call is waiting and, by operation of the switchhook, allows the Customer to place the first call on hold and answer the waiting call. Call Waiting subscribers may deactivate Call Waiting for the duration of one call by dialing *70 prior to the direct-dialed digits. Call Waiting is automatically reactivated for the next originating or terminating call.

3.1.13. Caller ID

Caller ID allows the Customer to identify the calling party prior to the telephone being answered. Caller ID displays the name and/or telephone number of the calling party on the Customer's CPE before the call is answered at the Customer's premises. Caller ID consists of two features: 1) Calling Number Delivery, which identifies the telephone number of the calling party, before the telephone is answered and 2) Calling Name and Number Delivery, which identifies the name and telephone number of the calling party, before the telephone is answered. Caller ID requires a period of time equivalent to two ringing tones in order to produce the name and telephone number display on the CPE. Caller ID displays non-published telephone numbers, unless the Customer who has a non-published listing activates a call identification block.

3.1.14. Speed Calling

Speed Calling enables a Customer to place calls to other telephone numbers by dialing a one or two digit code rather than the complete telephone number. Speed Calling 8 Number allows for an eight (8) telephone number capacity, wherein the telephone numbers are assigned a one digit code. Customers may program Speed Calling 8 Number by dialing 74# and waiting for the dial tone. Customers then dial the code (consisting of numbers 2 through 9) to be assigned and the telephone number, including area code if necessary. To dial the number, Customers dial the code number followed by the pound sign (#).

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SECTION 3 – DONET LOCAL EXCHANGE SERVICE (Cont'd)**3.1. DESCRIPTION OF SERVICE (Cont'd)****3.1.15. Three-Way Calling**

Three-Way Calling enables a Customer to add a third party to an existing call without operator assistance, thereby establishing a three-way conversation. The transmission may not meet normal standards depending on the distance and routing necessary to activate a three-way call. Customers access Three-Way Calling during a current call by pressing and releasing the receiver button to receive a second dial tone, dialing the third-party telephone number, and pressing and releasing the receiver button to connect the two calls.

3.1.16. Call Waiting ID

Call Waiting ID allows the Customer to identify the calling party on a waiting call prior to the telephone being answered. Call Waiting ID displays the telephone number and/or name of the calling party on a Customer's CPE while a call is in progress. Call Waiting ID requires a period of time equivalent to two ringing tones in order to produce the name and telephone number display on the CPE. Call Waiting ID displays non-published telephone numbers, unless the Customer who has a non-published listing activates a call identification block. Call Waiting ID requires subscription to Call Waiting and Caller ID Services.

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SECTION 3 – DONET LOCAL EXCHANGE SERVICE (Cont'd)**3.2. APPLICATION OF RATES**

- 3.2.1. The rates for Local Exchange Service are subject to the conditions set forth herein and the Rules and Regulations governing provision of service in Section 2 of this Tariff.
- 3.2.2. The Local Exchange Service Rates are for service only and do not include any terminal equipment beyond the point of demarcation.
- 3.2.3. The rates applicable to Local Exchange Service are composed of a Line Access Rate component plus (where applicable) an Extended Area Service (EAS) component.
- 3.2.4. Extended Area Service (EAS) is a premium-type service offering made by DONet to certain exchanges, under specific conditions. The EAS charge will be equivalent to the charge of the incumbent LEC in the given serving area.
- 3.2.5. In addition to service offered with this Local Exchange Service Section, DONet shall also offer individually priced services subject to contract. Individually priced services shall be established in a non-discriminatory manner.

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SECTION 3 – DONET LOCAL EXCHANGE SERVICE (Cont'd)**3.3. LOCATION OF SERVICE**

- 3.3.1 The Company will be providing service to Ohio customers located in the incumbent local exchange areas of AT&T, Verizon and Embarq. The Company's description of service areas in no way compels the Company to provide a service in an area where facilities or other extenuating factors limit the Company's ability to provide service.

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SECTION 3 – DONET LOCAL EXCHANGE SERVICE (Cont'd)**3.4 AT&T AND VERIZON SERVICE AREA PRICES AND CHARGES****3.4.1 RESIDENTIAL LOCAL EXCHANGE SERVICE – RATES****3.4.1.1. Flat Rate Option—Individual:**

	Non-Recurring Charge	Monthly Charge
All Rate Classes	\$50.00	\$20.00

	Maximum Non- Recurring Charge	Maximum Monthly Charge
All Rate Classes	\$70.00	\$40.00

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SECTION 3 – DONET LOCAL EXCHANGE SERVICE (Cont'd)**3.4. AT&T AND VERIZON SERVICE AREA PRICES AND CHARGES (Cont'd)****3.4.1. RESIDENTIAL LOCAL EXCHANGE SERVICE – RATES (Cont'd)****3.4.1.2. Home Business Line—Flat Fee Service:**

	Non-Recurring Charge	Monthly Charge
All Rate Classes	\$60.00	\$30.00

	Maximum Non-Recurring Charge	Maximum Monthly Charge
All Rate Classes	\$80.00	\$40.00

Home business line is for customers who have a separate home office in their residence and desire to have a separate phone line for a home-based business.

3.4.1.3. Service Element Charges:

	Non-Recurring Charge	Monthly Charge
Dial Tone Connection Charge:		
Per line, per customer request	\$0.00	N/A
Service Change Charge:		
Per line, per customer request	\$40.00	N/A
Record order	\$10.00	N/A
Premises Work Charges:		
Service call charge	\$50.00	N/A
First fifteen (15) minutes	\$20.00	N/A
Each additional fifteen (15) minutes	\$20.00	N/A
Dual service charge	\$43.00	N/A
Restoration Of Service:	\$20.00	N/A

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SECTION 3 – DONET LOCAL EXCHANGE SERVICE (Cont'd)**3.4. AT&T AND VERIZON SERVICE AREA PRICES AND CHARGES (Cont'd)****3.4.1. RESIDENTIAL LOCAL EXCHANGE SERVICE – RATES (Cont'd)****3.4.1.4. Custom Calling Features**

	Non-Recurring Charge	Monthly Charge	Maximum Monthly Charge
Vertical Features			
Speed Calling			
8 Number	\$14.00	\$2.00	-
30 Number	\$14.00	\$2.00	-
Three-Way Calling	\$14.00	\$2.00	-
Call Forwarding	\$14.00	\$2.00	-
Variable	\$14.00	\$2.00	-
Busy Line (Expanded)	\$14.00	\$1.00	-
Busy Line (Overflow)	\$14.00	\$1.00	-
Busy Line (Programmable)	\$14.00	\$2.00	-
Don't Answer	\$14.00	\$2.00	-
Don't Answer (Expanded)	\$14.00	\$2.00	-
Don't Answer (Programmable)	\$14.00	\$6.00	-
Busy Line/Don't Answer	\$14.00	\$2.00	-
Busy Line (External)/DA	\$14.00	\$2.00	-
Call Rejection	\$14.00	\$10.00	-
Call Waiting	\$14.00	\$2.00	\$3.00
Abbreviated Access (One Digit)			
One Digit	\$14.00	\$3.00	-
Two Digits	\$14.00	\$1.00	-
Caller ID	\$14.00	\$2.00	\$3.00
Name and Number	\$14.00	\$11.00	-
Number	\$14.00	\$11.00	-

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SECTION 3 – DONET LOCAL EXCHANGE SERVICE (Cont'd)**3.4. AT&T AND VERIZON SERVICE AREA PRICES AND CHARGES (Cont'd)****3.4.1. RESIDENTIAL LOCAL EXCHANGE SERVICE – RATES (Cont'd)****3.4.1.4. Custom Calling Features (Cont'd)**

	Non-Recurring Charge	Monthly Charge
Call Transfer	\$14.00	\$2.00
Continuous Redial	\$14.00	\$2.00
Call Waiting ID Add-on	\$14.00	\$2.00
Dial Call Waiting	\$14.00	\$2.00
CW ID Add-On w/privacy +	\$14.00	\$2.00
Directed Call Pickup	\$14.00	\$2.00
Directed Call Pickup w/Barge-In	\$14.00	\$2.00
Distinctive Alert	\$14.00	\$2.00
Hot Line	\$14.00	\$2.00
Last Call Return	\$14.00	\$2.00
Priority Call	\$14.00	\$2.00
Remote Access Forwarding	\$14.00	\$2.00
Scheduled Forwarding	\$14.00	\$2.00
Selective Call Forwarding	\$14.00	\$2.00
Wireless Extension	\$14.00	\$2.00
Warm Line	\$14.00	\$2.00

3.4.1.5. Custom Ringing

	Non-Recurring Charge	Monthly Charge
First Additional Number	\$20.00	\$2.00
Second Additional Number	\$20.00	\$1.00
Third Additional Number	\$20.00	\$1.00

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SECTION 3 – DONET LOCAL EXCHANGE SERVICE (Cont'd)**3.4. AT&T AND VERIZON SERVICE AREA PRICES AND CHARGES (Cont'd)****3.4.1. RESIDENTIAL LOCAL EXCHANGE SERVICE –RATES (Cont'd)****3.4.1.6. Per-Use Features**

	Non-Recurring Charge	Monthly Charge
Call Trace	\$5.00	N/A
Maximum Call Trace Charge	\$7.50	N/A
Continuous Redial	\$5.00	N/A
Last Call Return	\$5.00	N/A
Three-Way Calling	\$5.00	N/A

Customers will be notified of cost before call is initiated.

3.4.1.7. Toll Restriction

	Non-Recurring Charge	Monthly Charge
Per line	\$10.00	\$10.00

3.4.1.8. Directory Listing

	Non-Recurring Charge	Monthly Charge
Business Listing	\$0.00	N/A
Each Additional Line of listing	\$15.00	N/A
Secretarial Listing	\$15.00	N/A
Each # listed Alpha	\$40.00	N/A
Non-Listed, per listing	\$15.00	N/A
Non-Published, per line	\$15.00	N/A
Additional Listings, each	\$5.00	N/A

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SECTION 3 – DONET LOCAL EXCHANGE SERVICE (Cont'd)**3.4. AT&T AND VERIZON SERVICE AREA PRICES AND CHARGES (Cont'd)****3.4.1. RESIDENTIAL LOCAL EXCHANGE SERVICE –RATES (Cont'd)****3.4.1.9. Directory Assistance**

	Per Call
Direct Dialed	\$1.00
Alternately Billed	\$1.00

3.4.2. BUSINESS LOCAL EXCHANGE SERVICE – RATES**3.4.2.1. Flat Rate Option—Individual**

	Non-Recurring Charge	Monthly Charge
All Rate Classes	\$100.00	\$50.00
Maximum monthly charge	\$125.00	\$70.00

3.4.2.2. Service Element Charges

	Non-Recurring Charge	Monthly Charge
Dial Tone Connection Charge		
- per line, per customer request	\$0.00	N/A
Service Change Charge		
- per line, per customer request	\$50.00	N/A
- Record Order	\$50.00	N/A
Premises Work Charges		
- Service Call Charge	\$50.00	N/A
- first 15 minutes	\$50.00	N/A
- each additional 15 minutes	\$50.00	N/A
- dual service charge	\$50.00	N/A

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SECTION 3 – DONET LOCAL EXCHANGE SERVICE (Cont'd)**3.4. AT&T AND VERIZON SERVICE AREA PRICES AND CHARGES (Cont'd)****3.4.2. BUSINESS LOCAL EXCHANGE SERVICE – RATES (Cont'd)****3.4.2.3. Custom Calling Features (Non-Packaged)**

	Maximum Non-Recurring Charge	Monthly Charge	Maximum Monthly Charge
Caller ID	\$10.00	\$0.00	\$0.00
Name and Number	\$10.00	\$5.00	\$6.00
Number	\$10.00	\$3.00	\$3.00

3.4.2.4. Directory Listings

	Non-Recurring Charge	Monthly Charge
Business Listing	\$0.00	\$0.00
Each Add'l Line of listing		\$5.00
Secretarial Listing	\$10.00	\$5.00
Each # listed Alpha	\$50.00	\$5.00
Non-Listed, per listing	\$15.00	\$5.00
Non-Published, per line	\$15.00	\$5.00
Additional Listings, each	\$10.00	\$10.00

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SECTION 3 – DONET LOCAL EXCHANGE SERVICE (Cont'd)**3.4. AT&T AND VERIZON SERVICE AREA PRICES AND CHARGES (Cont'd)****3.4.2. BUSINESS LOCAL EXCHANGE SERVICE – RATES (Cont'd)****3.4.2.5. Operator Service Charges—Local and Toll**

	Per Call
- Fully-Assisted Calling Card – Local	\$2.00
- Partially-Assisted Calling Card – Toll	\$2.00
- Operator Assisted Fully Assisted	\$2.00
- Operator Assisted Partially Assisted	\$2.00
- Station-to-Station Bill to Third	\$2.00
- Station-to-Station Live Operator-Dialed	\$2.00
- Station-to-Station Mechanized	\$2.00
- Person-to-Person Fully Assisted	\$2.00
- Person-to-Person Partially Assisted	\$2.00
Pay Telephone Charge	\$2.00
Busy Line Verification	\$2.00
Busy Line Interrupt	\$2.00

3.4.2.6. Directory Assistance

	Per Call
Direct Dialed	\$1.00
Alternately Billed	\$1.00

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SECTION 3 – DONET LOCAL EXCHANGE SERVICE (Cont'd)**3.5. EMBARQ SERVICE AREA PRICES AND CHARGES****3.5.1. RESIDENTIAL LOCAL EXCHANGE SERVICE –RATES****3.5.1.1. Basic Rate Service—Individual:**

	Non-Recurring Charge	Monthly Charge
All Rate Classes- Flat Rate	\$100.00	\$30.00
Maximum charge	\$150.00	\$50.00

3.5.1.2. Service Element Charges:

	Non-Recurring Charge	Monthly Charge
Dial Tone Connection Charge		
- Line connection charge	\$0.00	N/A
- Service Order Charge	\$50.00	N/A
- Subsequent Service Order Charge	\$50.00	N/A
Time and Materials Charges		
- Time Charge, each 15 minute or fraction of	\$40.00	N/A
- Overtime Charges Monday – Friday	\$60.00	N/A
- Overtime Charges Sat, Sun, Holidays	\$60.00	N/A
- Material Charge	At Cost	N/A
Local Restoral Charge, per line	\$50.00	N/A
Hunting Service:		
- Line Hunting, per line or trunk	-	\$10.00
Return Check Charge	\$25.00	N/A

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SECTION 3 – DONET LOCAL EXCHANGE SERVICE (Cont'd)**3.5. EMBARQ SERVICE AREA PRICES AND CHARGES (Cont'd)****3.5.1. RESIDENTIAL LOCAL EXCHANGE SERVICE –RATES (Cont'd)****3.5.1.3. Custom Calling Features**

	Maximum Non-Recurring Charge	Monthly Charge	Maximum Monthly Charge
Vertical Features			
Speed Calling			
8 Number	\$14.00	\$2.00	\$3.00
30 Number	\$14.00	\$2.00	\$3.00
Three-Way Calling	\$14.00	\$2.00	\$3.00
Call Forwarding	\$14.00	\$2.00	\$3.00
Variable	\$14.00	\$2.00	\$3.00
Busy Line (Expanded)	\$14.00	\$1.00	\$3.00
Busy Line (Overflow)	\$14.00	\$1.00	\$3.00
Busy Line (Programmable)	\$14.00	\$2.00	\$3.00
Don't Answer	\$14.00	\$2.00	\$3.00
Don't Answer (Expanded)	\$14.00	\$2.00	\$3.00
Don't Answer (Programmable)	\$14.00	\$6.00	\$3.00
Busy Line/Don't Answer	\$14.00	\$2.00	\$3.00
Busy Line (External)/DA	\$14.00	\$2.00	\$3.00
Call Rejection	\$14.00	\$10.00	\$12.00
Call Waiting	\$14.00	\$2.00	\$3.00
Abbreviated Access (One Digit)			
One Digit	\$14.00	\$3.00	\$4.00
Two Digits	\$14.00	\$1.00	\$3.00
Caller ID	\$14.00	\$2.00	\$3.00
Name and Number	\$14.00	\$11.00	\$12.00
Number	\$14.00	\$11.00	\$12.00

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SECTION 3 – DONET LOCAL EXCHANGE SERVICE (Cont'd)**3.5. EMBARQ SERVICE AREA PRICES AND CHARGES (Cont'd)****3.5.1. RESIDENTIAL LOCAL EXCHANGE SERVICE – RATES (Cont'd)****3.5.1.4. Custom Calling Features (Non-Packaged) (Cont'd).**

	Non-Recurring Charge	Maximum Monthly Charge
Other Features		
- Do Not Disturb	\$25.00	\$5.00
- Priority Call	\$25.00	\$5.00
- Call Block	\$25.00	\$5.00
Special Call Handling		
- Acceptance	\$25.00	\$5.00
- Forwarding	\$25.00	\$5.00
- Select Call Forwarding	\$25.00	\$5.00
- Call Tracing Service	\$25.00	\$5.00
Number Identification		
- Anonymous Call Block	\$25.00	\$5.00
- Caller ID	\$25.00	\$5.00
- Caller ID Number	\$25.00	\$5.00
Per Use Features		
- *69	\$5.00	N/A
- Busy Redial	\$5.00	N/A
- Three-Way Calling	\$5.00	N/A
Packages		
- Basic Pack- five features		\$20.00
- Complete Pack- ten features		\$30.00
Toll Restriction, per line		
Operator Intercept (Referral of Calls)	\$25.00	\$5.00

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SECTION 3 – DONET LOCAL EXCHANGE SERVICE (Cont'd)**3.5. EMBARQ SERVICE AREA PRICES AND CHARGES (Cont'd)****3.5.1. RESIDENTIAL LOCAL EXCHANGE SERVICE – RATES (Cont'd)****3.5.1.5. Directory Listing:**

	Non-Recurring Charge	Monthly Charge
Primary Listings		
Additional Listings		
Business	\$15.00	\$1.55
Residence	\$15.00	\$1.55
Foreign Exchange Listings		
Business	\$15.00	\$1.55
Residence	\$15.00	\$1.55
Nonlisted Service1	\$15.00	\$1.55
Nonpublished Service1	\$15.00	\$1.55

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	Non-Recurring Charge	Monthly Charge
Individual or Multiline Key		
All Rate Classes	\$150.00	\$40.00
Maximum monthly charge	\$200.00	\$70.00

3.5.2.2. Service Element Charges:

	Non-Recurring Charge	Monthly Charge
Dial Tone Connection Charge		
- Line connection charge	\$50.00	N/A
- Service Order Charge	\$5.00	N/A
- Subsequent Service Order Charge	\$5.00	N/A
- Restoral Charge, per line	\$100.00	N/A
Time and Materials Charges		
- Time Charge, each 15 minute or fraction of	\$40.00	N/A
- Overtime Charges Monday - Friday	\$60.00	N/A
- Overtime Charges Sat, Sun, Holidays	\$60.00	N/A
- Material Charge	At Cost	N/A
Return Check Charge	\$25.00	N/A
Local Restoral Charge, per line	\$100.00	N/A

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	Non-Recurring Charge	Monthly Charge
Caller ID	\$50.00	\$25.00
Caller ID – Number	\$50.00	\$25.00
Per Use Feature		

3.5.2.4. Toll Restriction, Per Line.

	Non-Recurring Charge	Monthly Charge
CRS1 Limited Restriction		
Individual Line	\$15.00	\$15.00
Trunk	\$15.00	\$15.00
Additional lines, same order	\$15.00	\$15.00
Subsequent Installation		
Individual Line	\$15.00	\$15.00
Trunk	\$15.00	\$15.00
Additional lines, same order	\$15.00	\$15.00
CRS2 Maximum Restriction	\$15.00	\$15.00
CRS3 Split 1+DDD Restriction	\$50.00	\$15.00
CRS4 - 976 Restriction	\$15.00	\$15.00
Individual Line	\$15.00	\$15.00
Trunk	\$15.00	\$15.00
Additional lines, same order	\$15.00	\$15.00
Subsequent Installation		
Individual Line	\$15.00	\$15.00
Trunk	\$15.00	\$15.00
Additional lines, same order	\$15.00	\$15.00

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SECTION 3 – DONET LOCAL EXCHANGE SERVICE (Cont'd)**3.5. EMBARQ SERVICE AREA PRICES AND CHARGES (Cont'd)****3.5.2. BUSINESS LOCAL EXCHANGE SERVICE – RATES (Cont'd)****3.5.2.5. Toll Restriction, Per Line (Continued):**

	Non-Recurring Charge	Monthly Charge
Billed Number Screening		
Option 1 per line, third Number Billing	\$15.00	\$15.00
Option 1 Per trunk third number billing	\$15.00	\$15.00
Option 2, per line, third Number Billing	\$15.00	\$15.00
Option 2, per trunk, third number billing	\$15.00	\$15.00
Option 3, per line, collect billing	\$15.00	\$15.00
Option 3, per trunk, collect billing	\$15.00	\$15.00

3.5.2.6. Operator Intercept (Referral of Calls):

	Non-Recurring Charge	Monthly Charge
Operator Intercept (Referral of Calls)	\$1.00	\$1.00

3.5.2.7. Directory Listings:

	Non-Recurring Charge	Monthly Charge
Primary Listings		
Additional Listings		
Business	\$15.00	\$2.50
Residence	\$15.00	\$2.50
Foreign Exchange Listings		
Business	\$15.00	\$2.50
Residence	\$15.00	\$2.50
Nonlisted Service1	\$15.00	\$2.50
Nonpublished Service1	\$15.00	\$2.50

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PresidentDONet Communications, LLC
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SECTION 3 – DONET LOCAL EXCHANGE SERVICE (Cont'd)**3.5. EMBARQ SERVICE AREA PRICES AND CHARGES (Cont'd)****3.5.2. BUSINESS LOCAL EXCHANGE SERVICE – RATES (Cont'd)****3.5.2.8. Directory Assistance:**

	Per Call
Direct Dialed	\$5.00
National Directory Assistance	\$5.00

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EXHIBIT A.2

DONet Communications' Proposed Switched Access Tariff

**REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES
GOVERNING THE PROVISION OF SWITCHED ACCESS SERVICES
FOR CONNECTION TO COMMUNICATIONS FACILITIES WITHIN
THE STATE OF OHIO**

This tariff applies to the Switched Access Services furnished by DONet Communications, LLC ("Company") between one or more points in the State of Ohio. This tariff is on file with the Ohio Public Utilities Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business, 33 W. First Street, Suite 230, Dayton, Ohio 45302.

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CHECK SHEET

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

<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>
1	Original	29	Original	57	Original	85	Original
2	Original	30	Original	58	Original	86	Original
3	Original	31	Original	59	Original	87	Original
4	Original	32	Original	60	Original	88	Original
5	Original	33	Original	61	Original	89	Original
6	Original	34	Original	62	Original	90	Original
7	Original	35	Original	63	Original	91	Original
8	Original	36	Original	64	Original	92	Original
9	Original	37	Original	65	Original		
10	Original	38	Original	66	Original		
11	Original	39	Original	67	Original		
12	Original	40	Original	68	Original		
13	Original	41	Original	69	Original		
14	Original	42	Original	70	Original		
15	Original	43	Original	71	Original		
16	Original	44	Original	72	Original		
17	Original	45	Original	73	Original		
18	Original	46	Original	74	Original		
19	Original	47	Original	75	Original		
20	Original	48	Original	76	Original		
21	Original	49	Original	77	Original		
22	Original	50	Original	78	Original		
23	Original	51	Original	79	Original		
24	Original	52	Original	80	Original		
25	Original	53	Original	81	Original		
26	Original	54	Original	82	Original		
27	Original	55	Original	83	Original		
28	Original	56	Original	84	Original		

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EXPLANATION OF SYMBOLS, REFERENCE
MARKS, AND ABBREVIATIONS OF TECHNICAL
TERMS USED IN THIS TARIFF

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

- | | |
|---|------------------------------------------------------------------|
| C | To signify changed regulation or rate structure. |
| D | To signify discontinued material. |
| I | To signify a increased rate. |
| M | To signify a move in the location of text. |
| N | To signify a new rate or regulation. |
| R | To signify a reduced rate. |
| S | To signify reissued material. |
| T | To signify a change in text but no change in rate or regulation. |

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DEFINITIONS

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DEFINITIONS

Certain terms used generally throughout this Tariff are described below:

Advance Payment

Part or all of a payment required before the start of service.

Access Services or Switched Access Services

The Company's interstate telephone services offered pursuant to this Tariff.

Busy Hour Minutes of Capacity (BHMC)

The term "Busy Hour Minutes of Capacity" (BHMC) denotes the Customer specified maximum amount of Switched Access Service and/or Directory Assistance Service access minutes the Customer expects to be handled in an end office switch during any hour in an 8:00 a.m. to 11:00 p.m. period for the Feature Group and/or Directory Assistance Service ordered. This Customer specified BHMC quantity is the input data the Company uses to determine the number of transmission paths for the Feature Group and/or Directory Assistance Service ordered.

Carrier or Common Carrier

See Interexchange Carrier.

Common Channel Signaling

The term "Common Channel Signaling" (CCS) denotes a high speed packet switched communications network which is separate (out of band) from the public packet switched and message networks. Its purpose is to carry addressed signaling messages for individual trunk circuits and/or database related services between Signaling Points in the CCS network.

Company or DONet Communications, LLC

DONet Communications, LLC, the issuer of this Tariff, and its concurring subsidiaries.

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DEFINITIONS (cont'd)

Company Calling Card

A telephone calling card issued by the Company at the Customer's request, which enables the Customer or User(s) authorized by the Customer to place calls over the Network and to have the charges for such calls billed to the Customer's account.

Credit Card

A Credit Card is an accepted credit card, which is defined as a credit card that the cardholder has requested or applied for and received, or has signed, used or authorized another person to use to obtain credit. Any credit card issued as a renewal or substitute in accordance with this paragraph is an accepted credit card when received by the cardholder.

Customer

The person, firm or corporation which orders service and is responsible for the payment of charges and compliance with the Company's regulations.

End Office

With respect to each NPA-NXX code prefix assigned to the Company, the location of the Company's "end office" for purposes of this Tariff shall be the point of interconnection associated with that NPA-NXX code in the Local Exchange Routing Guide, issued by Bellcore.

End User or User

Any person or entity that obtains the Company's services provided under this Tariff, regardless of whether such person or entity is so authorized by the Customer.

Exchange Telephone Company

Denotes any individual, partnership, association, joint-stock company, trust, or corporation engaged in providing switched communication within an exchange.

Intrastate Access Service

Provides for a two-point communications path between a Customer's premises or a collocated interconnection location and an end user's premises for originating and terminating calls within the state.

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DEFINITIONS (cont'd)

Interexchange Carrier (IXC) or Interexchange Common Carrier

The terms "Interexchange Carrier" (IXC) or "Interexchange Common Carrier" denotes any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged for hire in interstate or foreign communication by wire or radio, between two or more exchanges.

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.

Network

Refers to the Company's facilities, equipment, and services provided under this Tariff.

Recurring Charge

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

Service Commencement Date

The first 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 this Tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and the Customer may mutually agree on a substitute Service Commencement Date. If the Company does not have an executed Service Order from a Customer, the Service Commencement Date will be the first date on which the service or facility was used by a Customer.

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DEFINITIONS (cont'd)**Service Order**

The written request for access services executed by the Customer and the Company 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 therein and pursuant to this Tariff, but the duration of the service is calculated from the Service Commencement Date. Should a Customer use the Company's access service without an executed Service Order, the Company will then request the Customer to submit a Service Order.

Service Switching Point (SSP)

A Service Switching Point denotes an end office or tandem which, in addition to having SS7 and SP capabilities, is also equipped to query centralized data bases.

Serving Wire Center

The term "Serving Wire Center" denotes the wire center from which the Customer designated premises would normally obtain dial tone.

Shared

A facility or equipment system or subsystem that can be used simultaneously by several Customers.

Signaling Point (SP)

The term "Signaling Point (SP)" denotes an SS7 network interface element capable of originating and terminating SS7 trunk signaling messages.

Signaling Point of Interface (SPOI)

The term "Signaling Point of Interface" (SPOI) denotes the Customer designated location where the SS7 signaling information is exchanged between the Exchange telephone Company and the Customer.

Signaling System 7 (SS7)

The term "Signaling System 7" (SS7) denotes the layered protocol used for standardized common channel signaling in the United States and Puerto Rico.

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DEFINITIONS (cont'd)

Signal Transfer Point (STP) Port

The term "Signal Transfer Point (STP) Port" denotes the point of termination and interconnection to the STP.

Toll Free

A term to describe an inbound communications service which permits a call to be completed at a location without charge to the calling party. Access to the service is gained by dialing a ten (10) digit telephone number (e.g. NPA is 800, 888, etc.).

Universal Emergency Telephone Number (911) Service

Wherever feasible, the Company will provide a universal Central Office number "911" for the use of Public Safety Agencies having the responsibility to protect the safety and property of the general public. It is intended that use of 911 Service will provide the public with a means of simple and direct telephone access to a Public Safety Answering Point.

Wire Center

A building in which one or more central offices, used for the provision of exchange services, are located.

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APPLICATION OF TARIFF

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 DONet Communications, LLC.

This Tariff applies only to the extent that facilities are available and 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.

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REGULATIONS

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REGULATIONS**2.1 Undertaking of the Company****2.1.1 Scope**

The Company undertakes to furnish access services in accordance with the terms and conditions set forth in this Tariff.

2.1.2 Shortage of Facilities

All service is subject to the availability of suitable facilities. The Company reserves the right to limit the length of communications or to discontinue furnishing services when necessary because of the lack of transmission medium capacity or because of any causes beyond its control.

2.1.3 Terms and Conditions

- A) Service is provided on the basis of a minimum period of at least one month, 24-hours per day. For the purpose of computing charges in this Tariff, a month is considered to have 30 days.
- B) Customers may be required to enter into written Service Orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this Tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- C) In any action between the parties to enforce any provision of this Tariff, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.

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REGULATIONS (cont'd)

2.1 Undertaking of the Company (cont'd)

2.1.3 Terms and Conditions (cont'd)

- D) This Tariff shall be interpreted and governed by the laws of the State of Ohio regardless of its choice of laws provision.

2.1.4 Limitations on Liability

- A) The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

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REGULATIONS (cont'd)

2.1 Undertaking of the Company (cont'd)

2.1.4 Limitations on Liability (cont'd)

- B) The Company shall not be liable for any claims for loss or damages involving:
- 1) Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) Common Carriers or warehousemen;
 - 2) Any unlawful or unauthorized use of the Company's facilities and services;
 - 3) Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services with Customer-provided facilities or services;

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REGULATIONS (cont'd)

2.1 Undertaking of the Company (cont'd)

2.1.4 Limitations on Liability (cont'd)

4) (cont'd):

- 5) Breach in the privacy or security of communications transmitted over the Company's facilities;
- 6) Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in Section 2.1.4 A. and B., preceding;
- 7) Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;
- 8) Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;

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REGULATIONS (cont'd)

2.1 Undertaking of the Company (cont'd)

2.1.4 Limitations on Liability (cont'd)

D) (cont'd)

- 9) Any noncompletion of calls due to network busy conditions;

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REGULATIONS (cont'd)**2.1 Undertaking of the Company** (cont'd)**2.1.4 Limitations on Liability** (cont'd)

- E) The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the Customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the service.
- F) The Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, or for other facilities provided by other entities used for service to the Customer, even if the Company has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or non-preemptibility as may be provided by the other entities.
- G) 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 the court's responsibility to adjudicate negligence and consequential damages claims, it is also the court's responsibility to determine the validity of the exculpatory clause.

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REGULATIONS (cont'd)

2.1 Undertaking of the Company (cont'd)

2.1.5 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
 - 3) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

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REGULATIONS (cont'd)

2.1 Undertaking of the Company (cont'd)

2.1.6 Ownership of Facilities

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

2.2 Prohibited Uses

- A) The services the Company offers shall not be used for any unlawful purpose or for any use for which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- B) The Company may require applicants for service who intend to use the Company's offering 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 regulations, policies, orders, and decisions.
- C) The Company may require a Customer to immediately shut down its transmission if such transmission is causing interference to others.
- D) A Customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated Access Services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this Tariff will apply.

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REGULATIONS (cont'd)

2.3 Obligations of the Customer

2.3.1 Customer Premises Provisions

- A) The Customer shall provide the personnel, power and space required to operate all facilities and associated equipment installed on the premises of the Customer.
- B) The Customer shall be responsible for providing Company personnel access to premises of the Customer at any reasonable hour for the purpose of testing the facilities or equipment of the Company.

2.3.2 Liability of the Customer

- A) The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invitees, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- B) To the extent caused by any negligent or intentional act of the Customer as described in (A), preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, for (1) any loss, destruction or damage to property of any third party, (2) the death of or injury to persons, including, but not limited to, employees or invitees of either party, and (3) any liability incurred by the Company to any third party pursuant to this or any other tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.

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REGULATIONS (cont'd)

2.3 Obligations of the Customer (cont'd)

2.3.2 Liability of the Customer (cont'd)

- C) The Customer shall not assert any claim against any other customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this Tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other customer or user and not by any act or omission of the Company. Nothing in this Tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

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REGULATIONS (cont'd)2.3 Obligations of the Customer (cont'd)2.3.3 Jurisdictional Report Requirements

- (A) For Feature Group D Switched Access Service(s), the Company, where jurisdiction can be determined from the call detail, will determine the projected interstate percentage as follows. For originating access minutes, the projected interstate percentage will be developed on a monthly basis by end office trunk group when the Feature Group D Switched Access Service access minutes are measured by dividing the measured interstate originating access minutes (the access minutes where the calling number is in one state and the called number is in another state) by the total originating access minutes when the call detail is adequate to determine the appropriate jurisdiction. For terminating access minutes, the Customer has the option to provide the Company with a projected PIU factor. Customers who provide a PIU factor shall supply the Company with an interstate percentage of the Feature Group D terminating access minutes for each account to which the Customer may terminate traffic.

Should the Customer not supply a terminating PIU factor, the data used by the Company to develop the projected interstate percentage for originating access minutes will be used to develop projected interstate percentage for such terminating access minutes. When a Customer orders Feature Group D Switched Access Service, the Customer shall supply a projected interstate percentage of use for each end office trunk group involved to be used in the event that originating call details are insufficient to determine the jurisdiction for the call. This percentage shall be used by the Company as the projected interstate percentage for such call detail. For purposes of developing the projected interstate percentage, the Customer shall utilize the same considerations as those set forth in Section 2.3.3(B) following.

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REGULATIONS (cont'd)2.3 Obligations of the Customer (cont'd)2.3.3 Jurisdictional Report Requirements (cont'd)A) (cont'd)

The Company will designate the number obtained by subtracting the projected interstate percentage for originating and terminating access minutes from 100 ($100 - \text{projected interstate percentage} = \text{intrastate percentage}$) as the projected intrastate percentage of use.

If the Customer has no originating traffic within the end office for which sufficient call detail exists to develop a PIU factor, and the Customer has not supplied a PIU factor on either the quarterly update report or the Access Service Request, the Company will designate a PIU factor of 75% for Feature Group D terminating access minutes. For originating Toll Free access minutes, where the call detail is insufficient to determine the jurisdiction of the call, the Customer shall provide the Company with a projected PIU factor. If such a PIU has not been provided for Toll Free access minutes, the Company will designate the default PIU factor of 75%. This factor will be applied to the next billing cycle and continue until the Customer provides a PIU factor. When the Customer does provide the PIU factor, the Company will update the Customer's PIU factors within fifteen (15) business days.

- B) For purposes of developing the projected interstate percentage, the Customer shall consider every call that enters the Customer's network at a point within the same state as the state where the called station is located to be intrastate and every call that enters the Customer's network at a point in a state different from the state in which the called station is located to be interstate.

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REGULATIONS (cont'd)2.3 Obligations of the Customer (cont'd)2.3.3 Jurisdictional Report Requirements (cont'd)

- C) These whole number percentages will be used by the Company to apportion the use, rates, and/or nonrecurring charges between interstate and intrastate until a revised report is received.
- D) The projected interstate percentage of use will be used to determine the charges as follows:

The number of access minutes for a trunk group will be multiplied by the projected interstate percentage of use to determine the interstate access minutes (i.e., number of access minutes x projected interstate percentage of use = interstate access minutes). The number of interstate access minutes so determined will be subtracted from the total number of access minutes (i.e., total number of access minutes - interstate access minutes = intrastate access minutes). The intrastate access minutes for the group will be billed as set forth in Section 5 following.

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REGULATIONS (cont'd)**2.3 Obligations of the Customer** (cont'd)**2.3.3 Jurisdictional Report Requirements** (cont'd)

- E) Effective on the first of January, April, July and October of each year, the Customer may update the jurisdictional reports that require a projected interstate percentage. The Customer shall forward to the Company, to be received no later than 20 calendar days after the first of each such month, a revised report showing the interstate percentage of use for the past three months ending the last day of December, March, June and September, respectively, for each service arranged for interstate and intrastate use. Except as set forth in Section 2.3.3(A) preceding where jurisdiction can be determined from the recorded message detail, the revised report will serve as the basis for the next three months billing and will be effective on the bill date in the following month (i.e., February, May, August, and November) for that service. No prorating or back billing will be done based on the report. If the Customer does not supply the report, the Company will assume the percentage to be the same as that provided in the last quarterly report. For those cases in which a quarterly report has never been received from the Customer, the Company will assume the percentage to be the same as that provided in the order for service as set forth in Section 2.3.3(A) preceding.
- F) The Customer-reported projected interstate percentage of use as set forth in Section 2.3.3(A) preceding will be used for the apportionment of any monthly rates or nonrecurring charges associated with Feature Groups B or D Switched Access Service until the end of the quarter during which the service was activated. Thereafter, a projected interstate percentage for such apportionment will be developed quarterly by the Company based on the data used to develop the projected interstate percentage of use as set forth in Section 2.3.3(A) preceding. Where call detail is insufficient to make such a determination, the Customer will be requested to project an interstate percentage of use to be used by the Company for such apportionment.

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REGULATIONS (cont'd)2.3 Obligations of the Customer (cont'd)2.3.3 Jurisdictional Report Requirements (cont'd)

- G) The Customer shall keep sufficient detail from which the percentage of interstate use can be ascertained and upon request of the Company make the records available for inspection. Such a request will be initiated by the Company no more than once per year. The Customer shall supply the data within 30 calendar days of the Company request.
- H) The Customer may provide an additional percentage of interstate use for Entrance Facility and Direct Trunked Transport subject to the reporting requirements previously listed in this section. The percentage of interstate use may be provided per individual facility or at the billing account level. Should the Customer not provide a percentage of interstate use, the Company will use the reported Feature Group B or Feature Group D aggregated percentage of interstate use.

2.4 Customer Equipment and Channels2.4.1 Interconnection of Facilities

- A) In order to protect the Company's facilities and personnel and the services furnished to other Customers by the Company from potentially harmful effects, the signals applied to the Company's service shall be such as not to cause damage to the facilities of the Company. Any special interface equipment necessary to achieve the compatibility between facilities of the Company and the channels or facilities of others shall be provided at the Customer's expense.

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REGULATIONS (cont'd)2.4 Customer Equipment and Channels (cont'd)2.4.2 Inspections

- A) The Company may, upon notification to the Customer, at a reasonable time, make such tests and inspections as may be necessary to determine that the requirements regarding the equipment and interconnections are being complied with in respect to the installation, operation and maintenance of Customer-provided equipment and in the wiring of the connection of Customer channels to Company-owned facilities.
- B) If the protective requirements in connections with Customer-provided equipment are not being complied with, the Company may take such action as necessary to protect its facilities and personnel and will promptly notify the Customer by registered mail in writing of the need for protective action. In the event that the Customer fails to advise the Company within 10 days after such notice is received or within the time specified in the notice that corrective action has been taken, the Company may take whatever additional action is deemed necessary, including canceling service, to protect its facilities and personnel from harm. The Company will upon request 24 hours in advance provide Customer with a statement of technical parameters that the Customer's equipment must meet.

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REGULATIONS (cont'd)

2.5 Payment Arrangements

2.5.1 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) Taxes

The Customer is responsible for payment of any sales, use, 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.

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REGULATIONS (cont'd)**2.5 Payment Arrangements (cont'd)****2.5.2 Billing and Collection of Charges**

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) Non-recurring charges are due and payable within 30 days after the date of the invoice.
- 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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REGULATIONS (cont'd)

2.5 Payment Arrangements (cont'd)

2.5.2 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 a rate of 1.5 percent per month.
- F) A penalty cannot be applied to a prior penalty amount.
- G) 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.
- H) If service is disconnected by the Company in accordance with Section 2.6.4 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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REGULATIONS (cont'd)**2.5 Payment Arrangements** (cont'd)**2.5.3 Billing Disputes****A) 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. For the purposes of this section, "notice" is defined as written notice 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 under Section 2.6.2(E), preceding.
- 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.
- 3) In the event that a billing dispute is resolved in favor of the Company, the Customer shall pay the late payment charge.

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REGULATIONS (cont'd)

2.5 Payment Arrangements (cont'd)

2.5.3 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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REGULATIONS (cont'd)

2.5 Payment Arrangements (cont'd)

2.5.3 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 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 East Broad Street
Columbus, OH 43215-3793
Phone: (800) 686-PUCO (7826)

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REGULATIONS (cont'd)**2.5 Payment Arrangements** (cont'd)**2.5.4 Discontinuance of Service for Cause**

- A) Upon nonpayment of any amounts owing to the Company, the Company may discontinue or suspend service without incurring any liability.
- B) Upon violation of any of the other material terms or conditions for furnishing service the Company may discontinue or suspend service without incurring any liability if such violation continues during that period.
- C) Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- D) Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may discontinue or suspend service without incurring any liability.
- E) Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.
- F) In the event of fraudulent use of the Company's Network, the Company may without notice suspend or discontinue service. The Customer will be liable for all related costs. The Customer will also be responsible for payment of any reconnection charges.

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REGULATIONS (cont'd)

2.5 Payment Arrangements (cont'd)

2.5.4 Reserved for future use.

2.5.5 Notice to Company for Cancellation of Service

Customers desiring to terminate service shall provide Company verbal or written notice of desire to terminate service.

2.5.6 Ordering, Rating and Billing of Access Services Where More Than One Exchange Telephone Company is Involved

Meet point billing applies when more than one Exchange Telephone Company is involved in the provision of Access Service. All recurring and nonrecurring charges for services provided by each Exchange Telephone Company are billed under each company's applicable rates as set forth in Section 2.6.6 (A) following.

The Company accepts and adheres to the Ordering and Billing Forum guidelines, Multiple Exchange Carrier Access Billing (MECAB) and Multiple Exchange Carrier Ordering and Design (MECOD).

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REGULATIONS (cont'd)

2.5 Payment Arrangements (cont'd)

2.5.6 Ordering, Rating and Billing of Access Services Where More Than One Exchange Telephone Company is Involved (cont'd)

The Company will handle ordering, rating and billing of Access Services under this Tariff where more than one Exchange Telephone Company is involved in the provision of Access Service as follows.

- A) For Feature Group D ("FGD") Switched Access Service, when service is jointly provided by more than one Exchange Telephone Company, the Customer must supply a copy of the order to each Exchange Telephone Company involved in providing the service.

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REGULATIONS (cont'd)2.5 Payment Arrangements (cont'd)2.5.6 Ordering, Rating and Billing of Access Services Where More Than One Exchange Telephone Company is Involved (cont'd)

- B) The charge for the Local Transport Facility and Termination rate elements for services provided as set forth in Section 2.6.6(A) preceding are determined as follows:
- 1) Determine the appropriate Switched Access Local Transport mileage by computing the airline mileage between the two ends of the Local Transport Facility, as defined in Section 3.1.2(B) following. Determine the airline mileage for the Local Transport Facility charge using the V&H method as set forth in Section 2.10.2 following.
 - 2) For Feature D Switched Access Service, the Local Transport Facility and Termination charges are determined by using the steps set forth in (a) through (c) following for the total Local Transport-Common Switched Transport charges.
 - (a) Multiply:

The number of access minutes
by

the number of airline miles as determined in (1) preceding
by

the Company's appropriate Local Transport Facility per mile per access minute rate
by

the Company's billing percentage factor.

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REGULATIONS (cont'd)

2.5 Payment Arrangements (cont'd)

2.5.6 Ordering, Rating and Billing of Access Services Where More Than One
Exchange Telephone Company is Involved (cont'd)

B) (cont'd)

2) (cont'd)

(b) Multiply:

The number of access minutes
by

the Company's appropriate Local Transport Termination
per minute rate. The resulting amount is the Company's
total Local Transport Termination charge.

(c) Add:

The products of (a) and (b) for the Company's total Local
Transport-Common Switched Transport charges.

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REGULATIONS (cont'd)2.5 Payment Arrangements (cont'd)2.5.6 Ordering, Rating and Billing of Access Services Where More Than One Exchange Telephone Company is Involved (cont'd)

C) The charge for the Direct Trunked Transport-Facility Mileage rate element for services provided as set forth in Section 2.6.6(A) preceding is determined as follows:

- 1) Determine the appropriate Switched Access Direct Trunked Transport-Facility mileage by computing the airline mileage between the two ends of the Direct Trunked Transport Facility as defined in 3.1.2(B) following. Determine the airline mileage for the Direct Trunked Transport-Facility charge using the V&H method as set forth in Section 2.10.2 following.
- 2) For FGD Switched Access Service, the Direct Trunked Transport-Facility Mileage charge is determined by using the procedure set forth below:

Multiply:

The number of access minutes
by

the number of airline miles as determined in (1) preceding
by

the Company's appropriate Direct Trunked Transport-Facility per mile per access minute rate
by

the Company's billing percentage factor.

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REGULATIONS (cont'd)2.5 Payment Arrangements (cont'd)2.5.6 Ordering, Rating and Billing of Access Services Where More Than One Exchange Telephone Company is Involved (cont'd)

D) For Feature Group D.

- 1) For originating or terminating access traffic at a Company operated end office, the charge is calculated by multiplying that rate times the number of originating and terminating access minutes that are switched at the end office.
- 2) For Entrance Facility equipment operated by the Company, the Entrance Facility and/or Multiplexing charge will apply.
- 3) The Billing Percentage (BP) is not applicable to the charge, Entrance Facility or Multiplexer.

E) The interconnection points will be determined by the interconnection agreements of the Exchange Telephone Companies involved. The billing percentage (BP) factor for the Company for the service between the involved offices will be listed in NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. Tariff F.C.C. NO. 4, except as noted in 2.6.6(F) below.

F) Until the NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. Tariff F.C.C. NO. 4 is revised to include the following meet points, the applicable billing percentage factors for FGD Switched Access Service Traffic between certain Company end offices and incumbent local exchange carrier, end offices are as set forth in applicable agreements for switched access meet-point billing.

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REGULATIONS (cont'd)2.5 Payment Arrangements (cont'd)2.5.6 Ordering, Rating and Billing of Access Services Where More Than One Exchange Telephone Company is Involved (cont'd)

- G) Should any changes be made to the meet point billing arrangements as set forth in Section 2.6.6(A) preceding, the Company will give affected Customers 30 days' notice.
- H) Should the Company act as an intermediate, non-terminating local exchange carrier, Local Transport Termination rates, as determined in Section 2.6.6(B) preceding, will not be applied to the meet Point billing arrangement.

2.5.7 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 fees shall be adjusted according to the terms and conditions set forth in 3.1.1(C) following.

2.5.8 Customer Overpayment

The Company will pay interest on a Customer overpayment. Customer overpayment shall mean a payment to the Company in excess of the correct charges for service when caused by erroneous billing by the Company. The rate of interest shall be the unadjusted interest rate paid on Customer deposits or the late payment penalty rate, whichever is greater. Interest shall be paid from the date when the Customer overpayment was made, adjusted for any changes in the deposit interest rate or late payment penalty rate, and compounded monthly, until the date when the overpayment is refunded. No interest shall be paid on Customer overpayments that are refunded within thirty (30) days after such overpayment is received by the Company.

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REGULATIONS (cont'd)**2.6 Allowances for Interruptions in Service****2.6.1 General**

- A) A credit allowance will be given when service is interrupted, except as specified in Section 2.7.2 following. 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.

2.6.2 Limitations of Allowances

No credit allowance will be made for any interruption in service:

- A) Due to the negligence of or noncompliance with the provisions of this Tariff by any person or entity other than the Company, including but not limited to the Customer or other common carriers connected to the service of the Company;
- B) Due to the failure of power, equipment, systems, connections or services not provided by the Company;

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REGULATIONS (cont'd)

2.6 Allowances for Interruptions in Service (cont'd)

2.6.2 Limitations of Allowances (cont'd)

- C) Due to circumstances or causes beyond the control of the Company;
- D) During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- E) During any period in which the Customer continues to use the service on an impaired basis;
- F) During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- G) That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- H) That was not reported to the Company within thirty (30) days of the date that service was affected.

2.6.3 Use of Another Means of Communications

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

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REGULATIONS (cont'd)

2.6 Allowances for Interruptions in Service (cont'd)

2.6.4 Application of Credits for Interruptions in Service

- A) Credits for interruptions in service that is provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rate basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- B) For calculating credit allowances, every month is considered to have thirty (30) days.
- C) A credit allowance will be given for interruptions in service of 15 minutes or more. Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one interruption.

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REGULATIONS (cont'd)2.6 Allowances for Interruptions in Service (cont'd)2.6.4 Application of Credits for Interruptions in Service (cont'd)

D) Interruptions of 24 Hours or Less

<u>Length of Interruption</u>	<u>Interruption Period To Be Credited</u>
Less than 15 minutes	None
15 minutes up to but not including 3 hours	1/10 Day
3 hours up to but not including 6 hours	1/5 Day
6 hours up to but not including 9 hours	2/5 Day
9 hours up to but not including 12 hours	3/5 Day
12 hours up to but not including 15 hours	4/5 Day
15 hours up to but not including 24 hours	One Day

- E) Continuous Interruption Over 24 Hours and Less Than 72 Hours. Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each three-hour period or fraction thereof that occurs following the expiration of the initial 24-hour period. No more than one full day's credit will be allowed for any period of 24 hours.

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REGULATIONS (cont'd)2.6 Allowances for Interruptions in Service (cont'd)2.6.4 Application of Credits for Interruptions in Service (cont'd)

- F) Interruptions Over 72 Hours. Interruptions over 72 hours will be credited 2 days for each full 24-hour period that occurs following the expiration of the initial 72-hour period. No more than 30 days credit will be allowed for any one-month period.

2.6.5 Cancellation For Service Interruption

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of 8 hours or more or cumulative service credits equaling 16 hours in a continuous 12-month period. The right to cancel service under this provision applies only to the single circuit which has been subject to the outage or cumulative service credits.

2.7 Cancellation of Service/Termination Liability

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 2.7.1), Customer agrees to pay to Company termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in Section 2.6.2.

2.7.1 Termination Liability

Customer's termination liability for cancellation of service shall be equal to:

- 1) all unpaid non-recurring charges reasonably expended by Company to establish service to Customer, plus;
- 2) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus;

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REGULATIONS (cont'd)**2.7 Cancellation of Service/Termination Liability****2.7.1 Termination Liability (cont'd)**

- 3) all Recurring Charges specified in the applicable Service Order for the balance of the then current term discounted at the prime rate announced in the Wall Street Journal on the third business day following the date of cancellation;
- 4) minus a reasonable allowance for costs avoided by the Company as a direct result of Customer's cancellation.

2.7.2 Inclusion of early termination liability by the Company in its Tariff 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.

2.8 Customer Liability for Unauthorized Use of the Network**2.8.1 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.
- B) The following activities constitute fraudulent use:
 - 1) Using the Network to transmit a message, locate a person, or otherwise give or obtain information, without payment for the service;

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REGULATIONS (cont'd)

2.8 Customer Liability for Unauthorized Use of the Network (cont'd)

2.8.1 Unauthorized Use of the Network (cont'd)

B) (cont'd)

- 2) Using or attempting to use the Network with the intent to avoid payment, either in whole or part, of any of the Company's tariffed charges by either rearranging, tampering with, or making connections not authorized by this Tariff to any service components used to furnish the Company's services or using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices;
- 3) Using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices to defraud or mislead callers.

- C) Customers are advised that use of telecommunications equipment and services, including that provided under this Tariff, carries a risk of various forms of telecommunications fraud (including, but not limited to, toll and PBX fraud perpetrated by Users who gain access to a Customer's facilities, account numbers, security or authorization codes, etc.). Customers should take all necessary steps to restrict access to their facilities, including the equipment and services provided hereunder, and to detect and prevent unauthorized use of the equipment and services provided by the Company under this Tariff.

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REGULATIONS (cont'd)

2.8 Customer Liability for Unauthorized Use of the Network (cont'd)

2.8.2 Liability for Unauthorized Use

- A) Except as provided for elsewhere in this Tariff, the Customer is responsible for payment of all charges for services provided under this Tariff furnished to the Customer or User. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by Users or other third parties, the Customer's employees, or the public.
- B) The Customer is liable for all costs incurred as a result of unauthorized use of the Network, including service charges and any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive charges.
- C) The Customer is responsible for payment of any charges related to the suspension and/or termination of service, and any charges for reconnection of service, incurred as a result of unauthorized use of the Network.

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REGULATIONS (cont'd)**2.9 Application of Rates**

The regulations set forth in this section govern the application of rates for services contained in other sections of this Tariff.

2.9.1 Charges Based on Duration of Use

Customer traffic to end offices will be measured (i.e., recorded or assumed) by the Company at end office switches or access tandem switches. Originating and terminating calls will be measured (i.e., recorded or assumed) by the Company to determine the basis for computing chargeable access minutes. In the event the Customer message detail is not available because the Company lost or damaged tapes or experienced recording system outages, the Company will estimate the volume of lost Customer access minutes of use based on previously known values.

For originating calls over FGD, usage measurement begins when the originating FGD switch receives the first wink supervisory signal forwarded from the Customer's point of termination.

The measurement of originating call usage ends when the originating FGD switch receives disconnect supervision from either the originating end user's end office, indicating the originating end user has disconnected, or the Customer's point of termination, whichever is recognized first by the switch.

For terminating calls over FGD, the measurement of access minutes begins when the terminating FGD switch receives answer supervision from the terminating end user's end office, indicating the terminating end user has answered. For terminating calls over FGD Access Service, the measured minutes are chargeable access minutes. Where assumed minutes are used, the assumed minutes are the chargeable access minutes.

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REGULATIONS (cont'd)**2.9 Application of Rates** (cont'd)**2.9.1 Charges Based on Duration of Use** (cont'd)

The measurement of terminating call usage over Feature Group D ("FGD") ends when the terminating FGD switch receives disconnect supervision from either the terminating end user's end office, indicating the terminating end user has disconnected, or the Customer's point of termination, whichever is recognized first by the switch.

FGD access minutes or fractions thereof, the exact value of the fraction being a function of the switch technology where the measurement is made, are accumulated over the billing period for each end office, and are then rounded up to the nearest access minute for each end office.

2.9.2 Rates Based Upon Distance

Where the charges for service are specified based upon distance, the following rules apply:

- A) Distance between two points is measured as airline distance between the wire centers of the originating and terminating telephone lines. The wire center is a set of geographic coordinates, as referenced in NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. Tariff F.C.C. No. 4, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number). Except that, until the NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. Tariff F.C.C. No. 4 is revised to include certain Company wire centers, the airline distance should be determined utilizing the "V" (vertical) and "H" (horizontal) coordinates as set forth in applicable company tariffs.

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REGULATIONS (cont'd)2.9 Application of Rates (cont'd)2.9.2 Rates Based Upon Distance (cont'd)

B) The airline distance between any two wire centers is determined as follows:

- 1) Obtain the "V" and "H" coordinates for each wire center from the above-referenced NATIONAL EXCHANGE CARRIER ASSOCIATION, Inc., tariff.
- 2) Compute the difference between the "V" coordinates of the two wire centers; and the difference between the two "H" coordinates.
- 3) Square each difference obtained in step (2) above.
- 4) Add the square of the "V" difference and the square of the "H" difference obtained in step (3).
- 5) Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.
- 6) Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.
- 7) Formula

$$\sqrt{\frac{(V1 - V2)^2 + (H1 - H2)^2}{10}}$$

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