

NC
FILE

T E L E C O M
TP
PROFESSIONALS, INC.

601
08-1166-TP-ATA
90-6342-CT-TRF

Judith A. Riley, J.D.

5909 Northwest Expressway, Suite 101
Oklahoma City, OK 73132

October 15, 2008

Overnight Delivery

Public Utilities Commission of Ohio
Telecommunications Division
180 East Broad Street
Columbus, OH 43215-3793
(614) 466-1821

RECEIVED-DOCKETING DIV
2008 OCT 16 AM 10:17
PUCO

Re: Data Tel of Illinois
Application to Detariff per or 06-1345-TP-ORD

Enclosed please find one original and seven copies of Data-Tel of Illinois' application to detariff, per notice received August 2008.

We regret the delay in responding. Data-Tel of Illinois, upon receipt and review of the original orders, was unable to clearly ascertain what was required and believed that as a Long Distance reseller it was not required to complete the application process, and therefore delayed acting.

Once the August 2008 notification of non-compliance was received, Data-Tel of Illinois, requested assistance from this firm. We have advised Data-Tel of Ohio requirements for detariffing. The required actions are now complete.

Please acknowledge receipt of this filing by file stamping the duplicate letter of transmittal enclosed herewith and returning it in the self-addressed stamped envelope included for this purpose.

Should there be any questions or additional information required, please do not hesitate to contact me at (405) 755-8177 ext. 24.

Sincerely,



Chris Collier
Regulatory Consultant

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 _____ Date Processed **OCT 15 2008**

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

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

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

TRF Docket No. 90-6342-CT-TRF

Case No. 08-1166 TP - ATA

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

Name of Registrant(s) Data-Tel of Illinois, Inc.

DBA(s) of Registrant(s) _____

Address of Registrant(s) 118 North Clinton Street, Suite 360, Chicago, IL 60661

Company Web Address http://www.data-telinc.net/index.htm

Regulatory Contact Person(s) Judith A. Riley

Phone 405-755-8177

Fax 405-755-8377

Regulatory Contact Person's Email Address jriley@telecompliance.net

Contact Person for Annual Report Judith A. Riley

Phone 405-755-8177

Address (if different from above) 5909 NW Expressway, Suite 101, Oklahoma City, OK 73132

Consumer Contact Information Michael P. Reeg

Phone 312-454-7575

Address (if different from above) _____

Part I – Tariffs

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

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

Carrier Type	<input type="checkbox"/> ILEC	<input type="checkbox"/> CLEC	<input checked="" type="checkbox"/> CTS
Business Tier 2 Services	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Residential & Business Toll Services	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Other Changes required by Rule (Describe in detail in Exhibit C)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Part II – Exhibits

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

Included	Identified As:	Description of Required Exhibit:
<input checked="" type="checkbox"/>	Exhibit A	The existing affected tariff pages.
<input checked="" type="checkbox"/>	Exhibit B	The proposed revised tariff pages.
<input checked="" type="checkbox"/>	Exhibit C	Matrix or narrative summarizing all changes proposed in the application, and/or other information intended to assist Staff in the review of the Application.
<input checked="" type="checkbox"/>	Exhibit D	Explanation of how the Applicant intends to comply with Rule 4901:1-6-05(G)(3) regarding disclosure of rates, terms, and conditions for detariffed services, including: <ul style="list-style-type: none"> • citation to the appropriate Web Page if any, in accordance with rule 4901:1-6-05(G)(4), and/or • copy of other materials and publications to be used to comply with 4901:1-6-05(G)(3).
<input checked="" type="checkbox"/>	Exhibit E	One-time customer notice of detariffing and related changes consistent with rule 4901:1-06-16(B), including where customers may find the information regarding such services as required by rule 4901:1-6-05(G)(3).
<input checked="" type="checkbox"/>	Exhibit F	Affidavit that the Customer Notice described in Exhibit C has been sent to Customers.

Part III. – Attestation

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

AFFIDAVIT

Compliance with Commission Rules and Service Standards

I Mike Reeg, am an officer/agent of the applicant corporation, Data-Tel of Illinois, Inc. and am authorized to make this statement on its behalf.

I attest that these tariffs comply with all applicable rules, including the Minimum Telephone Service Standards (MTSS) Pursuant to Chapter 4901:1-5 OAC for the state of Ohio. I understand that tariff notification filings do not imply Commission approval and that the Commission's rules, including the Minimum Telephone Service Standards, as modified and clarified from time to time, supersede any contradictory provisions in our tariff. We will fully comply with the rules of the state of Ohio and understand that noncompliance can result in various penalties, including the suspension of our certificate to operate within the state of Ohio.

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

Executed on (Date) 10-10-08 at (Location) 118 North Clinton Street, Suite 360, Chicago, IL 60661

*(Signature and Title) Mike Reeg PRESIDENT (Date) 10-10-08

- 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, MIKE REEG

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

*(Signature and Title) Mike Reeg PRESIDENT (Date) 10-10-08

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

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

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

Or

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

LIST OF EXHIBITS

EXHIBIT A	Existing Tariff
EXHIBIT B	Proposed Tariff
EXHIBIT C	Summary of Tariff Changes
EXHIBIT D	Statement of Compliance with Rule 4901:1-6-05(G)(3)
EXHIBIT E	Example of One Time Customer Notice
EXHIBIT F	Affidavit of Customer Notice Mailing

EXHIBIT A

Existing Tariff

DATA-TEL OF ILLINOIS, INC. D/B/A DATA-TEL COMMUNICATIONS

REGULATIONS AND SCHEDULE OF CHARGES

Applicable to

POINT TO POINT TELECOMMUNICATION SERVICES

Provided by

DATA-TEL OF ILLINOIS, INC. D/B/A DATA-TEL COMMUNICATIONS

118 North Clinton Street, Suite 360

Chicago, IL 60661

IN

The State of Ohio

Issued:

Effective:

By:

**Mike Reeg, President
Data-Tel of Illinois, Inc. d/b/a Data-Tel Communications
118 North Clinton Street, Suite 360
Chicago, IL 60661**

CHECK SHEET

The sheets listed below, which are inclusive of this tariff, are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date indicated below.

<u>Sheet</u>	<u>Revision</u>
1	Original
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
9	Original
10	Original
11	Original
12	Original
13	Original
14	Original
15	Original
16	Original
17	Original
18	Original
19	Original
20	Original
21	Original
22	Original
23	Original
24	Original
25	Original
26	Original
27	Original
28	Original
29	Original
30	Original
31	Original

* = New/Revised this Issue

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SYMBOLS

The following are the only symbols used for the purposes indicated below:

- D Delete or Discontinue
- I Change Resulting in an Increase to a Customer's Bill
- M Moved From Another Tariff Location
- N New
- R Change Resulting in a Reduction to a Customer's Bill
- T Change In Text or Regulation but no Change in Rate or Charge

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TARIFF FORMAT

- A. **Sheet Numbering** - Page numbers appear in the upper right corner of the sheet. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between existing pages with whole numbers, a decimal is added. For example, a new page added between pages 34 and 35 would be page 34.1.
- B. **Sheet Revision Numbering** - Revision numbers also appear in the upper right corner of the page. These numbers are used to determine the most current page version on file with the Commission. For example, 4th Revised Page 34 cancels the 3rd Revised Page 34. Consult the check sheet for the page currently in effect.
- C. **Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2
 - 2.1
 - 2.1.1
 - 2.1.1.A
 - 2.1.1.A.1
 - 2.1.1.A.1.(a)
 - 2.1.1.A.1.(a).I
 - 2.1.1.A.1.(a).I.(i)
 - 2.1.1.A.1.(a).I.(i).(1)
- D. **Check Sheet** - When a tariff is filed with the Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the tariff pages, 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. The tariff user should refer to the latest check sheet to find out if a particular page is the most current on file with the Commission.

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TABLE OF CONTENTS

TITLE PAGE	1
CHECK SHEET	2
SYMBOLS	3
TARIFF FORMAT	4
SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS	7
1.1 Definitions	7
1.2 Abbreviations	10
SECTION 2 - RULES AND REGULATIONS	11
2.1 Undertaking of the Company	11
2.2 Limitations of Service	12
2.3 Limitations of Liability	13
2.4 Responsibilities of the Customer	16
2.5 Allowances for Interruptions in Service	17
2.6 Termination of Service	19
2.7 Payment of Charges	21
2.8 Deposits	21
2.9 Advance Payments	22
2.10 Contested Charges	22
SECTION 3 - DESCRIPTION OF SERVICE	23
3.1 Timing of Calls	23
3.2 Start of Billing	24
3.3 Calculation of Distance	24
3.4 Minimum Call Completion Rate	25
3.5 Local Exchange Service Offerings	26
3.6 Miscellaneous Services	27
3.7 Promotions	27

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TABLE OF CONTENTS (Cont'd)

3.8	Individual Case Basis Arrangements	28
SECTION 4 - RATES AND CHARGES		29
4.1	Service Offerings	29
4.2	Miscellaneous Services	31
4.3	Maintenance Visit Charges	31
4.4	Special Rates	31

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

1.1 Definitions

Busy Hour – The two consecutive half hours during which the greatest volume of traffic is handled in the central office.

Call – A completed connection between the Calling and Called parties.

Calling Station – The telephone number from which a Call originates.

Called Station – The telephone number called.

Carrier Customer – A carrier that orders exchange access or retail services from the Company.

Commission – Public Utilities Commission of Ohio.

Company or Carrier – Data-Tel of Illinois, Inc. d/b/a Data-Tel Communications, unless specifically stated otherwise.

Customer – A person, association, firm, corporation, partnership, governmental agency or other entity, including affiliates or divisions of the Customer, in whose name the telephone number of the Calling Station is registered with the underlying local exchange company. The Customer is responsible for payment of charges to the Company and compliance with all terms and conditions of this tariff.

Digital Signal, Level 1 ("DS1") – Capable of transmitting data at 1.544 Mbps.

Digital Signal, Level 3 ("DS3") – Capable of transmitting data at 44.736 Mbps.

Day – The period of time from 8:00 a.m. to (but not including) 5:00 p.m., Monday through Friday, as measured by local time at the location from which the Call is originated.

Disconnect – To render inoperable or to disable circuitry thus preventing outgoing and incoming toll communications service.

Evening – The period of time from 5:00 p.m. to (but not including) 11:00 p.m., Sunday through Friday and any time during a Holiday, as measured by local time at the location from which the Call is originated.

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

1.1 Definitions (Cont'd)

Individual Case Basis ("ICB") – A determination that the Customer's service requirements can only be satisfied by a complex Customer-Carrier arrangement for which it is difficult or impossible to establish general tariff provisions. ICB rates will be structured to recover the Company's cost of providing service and will be made available to similarly situated customers in a non-discriminatory manner. Terms of the specific ICB contracts will be made available to the Commission staff on a confidential basis upon staff's written request to the Company.

Incomplete – Any Call where voice transmission between the Calling and Called station is not established.

Holiday – For the purposes of this tariff recognized holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

Message – A completed telephone call by a Customer or User.

Normal Business Hours – The hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays.

Optical Carrier, Level 3 ("OC3") – A SONET channel capable of transmitting data at 155.52 Mbps.

Optical Carrier, Level 12 ("OC12") – A SONET channel capable of transmitting data at 622.08 Mbps.

Optical Carrier, Level 48 ("OC48") – A SONET channel capable of transmitting data at 2.488 Gbps.

Premises – The space occupied by an individual Customer in a building, in adjoining buildings occupied entirely by that Customer, or on contiguous property occupied by the Customer separated only by a public thoroughfare, a railroad right of way, or a natural barrier.

Rate – Money, charge, fee or other recurring assessment billed to Customers for services or equipment.

Terminal Equipment – Telephone instruments, including pay telephone equipment, the common equipment of large and small key and PBX systems and other devices and apparatus, and associated wiring, which are intended to be connected electrically, acoustically, or inductively to the telecommunication system.

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

1.1 Definitions (Cont'd)

User – Customer or any authorized person or entity that utilizes the Company's services.

Weekend – The hours of 8:00 a.m. to 11:00 p.m. on Saturday, and 8:00 a.m. to 5:00 p.m. on Sunday, as measured by local time at the location from which the call is originated.

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

1.2 Abbreviations

CLEC – Competitive Local Exchange Carrier

CO – Central Office

CPE – Customer Premises Equipment

DS1 – Digital Signal, Level 1

DS3 – Digital Signal, Level 3

Gbps – Gigabits per second; one thousand million bits per second transmission speed.

ICB – Individual Case Basis

ILEC – Incumbent Local Exchange Carrier

Mbps – One million megabits per second data transmission speed

NPA – Numbering Plan Area (Area Code)

OC3 – Optical Carrier, Level 3

OC12 – Optical Carrier, Level 12

OC48 – Optical Carrier, Level 48

PBX – Private Branch Exchange

PIC – Primary or Preferred Interexchange Carrier

POP – Point of Presence

V&H – Vertical and Horizontal Coordinates

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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

- 2.1.1 The Company installs, operates and maintains the communications services provided herein in accordance with the terms and conditions set forth in this tariff. When authorized by the Customer, the Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities to allow connection of a Customer's location to the Company's network. The Customer shall be responsible for all charges due for such service arrangements.
- 2.1.2 The Company's services are provided on a monthly basis, unless otherwise stated in this tariff. Services are available twenty-four (24) hours per day, seven (7) days per week.
- 2.1.3 The Company's customer service representatives for billing and service inquiries may be reached, toll-free, at 1-877-357-7500. Customers wishing to communicate with the Company in writing may send correspondence to: 118 North Clinton Street, Suite 360, Chicago, IL 60661.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.2 Limitations of Service

- 2.2.1 Service is offered subject to the availability of facilities and provisions of this tariff.
- 2.2.2 Service is furnished to the User for any lawful purpose. Service shall not be used for any unlawful purpose, nor used in such a manner as to interfere unreasonably with the use of service by any other Users.
- 2.2.3 The use of the Company's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, false or invalid numbers, or false calling or credit cards is prohibited.
- 2.2.4 The Company's services may be denied for noncompliance with any of the Commission's regulations, or for other violations of the terms and conditions set forth in this tariff.
- 2.2.5 The use of the Company's services to send data transmissions or make telephone calls which might reasonably be expected to frighten, abuse, torment, or harass another is prohibited.
- 2.2.6 Service temporarily may be refused or limited because of system capacity limitations.
- 2.2.7 Service is subject to transmission limitations caused by natural (including atmospheric, geographic or topographic) or artificial conditions adversely affecting transmission.
- 2.2.8 Service to any or all Customers may be temporarily interrupted or curtailed due to equipment modifications, upgrades, relocations, repairs and similar activities necessary for proper or improved operations.
- 2.2.9 The Company reserves the right to discontinue furnishing service where the Customer is using the service in violation of the law or the provisions of this tariff.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.3 Limitations of Liability

- 2.3.1 Because the Company has no control of communications content transmitted over its system, and because of the possibility of errors incident to the provision and use of its service, service furnished by the Company is subject to the terms, conditions and limitations herein specified.
- 2.3.2 The Company is not liable to Users for interruptions in service except as set forth in Section 2.5 of this tariff.
- 2.3.3 The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited, unless otherwise ordered by the Commission, 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.
- 2.3.4 The Company shall not be liable for and the User shall indemnify and hold the Company harmless against any claims for loss or damages involving:
 - 2.3.4.A Any act or omission of: (i) the User; or (ii) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company;
 - 2.3.4.B Interruptions or delays in transmission, or errors or defects in transmission, or failure to transmit when caused by or as a result of acts of God, fire, war, riots, government authorities or causes beyond the Company's control;
 - 2.3.4.C Any unlawful or unauthorized use of the Company's facilities and services;
 - 2.3.4.D Libel, slander or infringement of copyright arising directly or indirectly from content transmitted over facilities provided by the Company;
 - 2.3.4.E Infringement of patents arising from combining apparatus and systems of the User with facilities provided by the Company;

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.3 Limitations of Liability (Cont'd)

- 2.3.4.F Claims arising out of any act or omission of the User in connection with service provided by the Company.
 - 2.3.4.G Breach in the privacy or security of communications transmitted over the Company's facilities;
 - 2.3.4.H Changes in any of the facilities, operations or procedures of the Company that: (1) render any equipment, facilities or services provided or utilized by the User obsolete; (2) require modification or alteration of such equipment, facilities or services; or (3) otherwise affect use or performance of such equipment, facilities or services except where reasonable notice is required by the Company and is not provided to the Customer.
 - 2.3.4.I Defacement of or damage to the Customer's Premises or personal property resulting from the furnishing of services or equipment on such Premises or the installation or removal thereof.
 - 2.3.4.J Any wrongful act of a Company employee where such act is not authorized by the Company and is not within the scope of the employee's responsibilities for the Company;
 - 2.3.4.K Any non-completed Calls due to network busy conditions; and
 - 2.3.4.L Any Calls not actually attempted to be completed during any period that service is unavailable.
- 2.3.5 The User shall reimburse the Company for all costs, expenses and attorney's fees incurred by the Company in its defense against claims set forth in Section 2.3.4.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.3 Limitations of Liability (Cont'd)

- 2.3.6 The Company assumes no responsibility for the availability or performance of any facilities under the control of other entities that are used to provide service to the User, even if the Company has acted as the User's agent in arranging for such facilities or services.
- 2.3.7 Any claim against the Company shall be deemed waived unless presented to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.
- 2.3.8 The Company makes no express representations or warranties regarding the service and disclaims any implied warranties, including, but not limited to, warranties of title or implied warranties of merchantability or fitness for a particular purpose. The Company does not authorize anyone to make a warranty of any kind on its behalf and the User should not rely on any such statement.
- 2.3.9 Any liability of the Company for loss or damages arising out of mistakes, omissions, interruptions, delays, errors or defects in the service, the transmission of the service, or failures or defects in facilities furnished by the Company, occurring in the course of furnishing service shall in no event exceed an amount equivalent to the proportionate fixed monthly charge to the Customer for service, during the period of time in which such mistakes, omissions, interruptions, delays, errors or defects in the service, its transmission or failure or defect in facilities furnished by the Company occurred, unless the Commission orders otherwise.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.4 Responsibilities of the Customer

- 2.4.1 The Customer is responsible for placing any necessary orders, complying with tariff regulations and assuring that Users comply with tariff regulations. The Customer shall ensure compliance with any applicable laws, regulations, orders or other requirements of any governmental entity relating to services provided by the Company to the Customer or made available by the Customer to another User. The Customer also is responsible for the payment of charges for all Calls originated at the Customer's numbers which are not collect, third party, calling card, or credit card calls.
- 2.4.2 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.
- 2.4.3 If required for the provisioning of the Company's services, the Customer must provide the Company, free of charge, with any necessary equipment space, supporting structure, conduit and electrical power.
- 2.4.4 The Customer is responsible for arranging access to its Premises at times mutually agreeable to the Company and the Customer when required for Company personnel to install, repair, maintain, program, inspect or remove equipment associated with the provision of the Company's services.
- 2.4.5 The Customer must pay the Company for replacement or repair of damage to the Company's equipment or facilities caused by negligent or improper use on the part of the Customer, Users, or others.
- 2.4.6 The Customer must indemnify the Company for the theft of any Company equipment or facilities installed at the Customer's Premises.

The Customer agrees to release, indemnify and hold harmless the Company against any and all loss, claims, demands, suits or other action or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person, for any service interruption or loss of or damage to any property, whether owned by the Customer or others. The Customer shall reimburse the Company for all costs, expenses and fees (including reasonable attorneys' fees) incurred by the Company in its defense against such actions.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.5 Allowances for Interruptions in Service

2.5.1 General

- 2.5.1.A A service is interrupted when it becomes unusable to the User, e.g., the User is unable to transmit or receive communications due to the failure of a component furnished by the Company under this tariff.
- 2.5.1.B An interruption period begins when the User reports a service, facility or circuit to be inoperative and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- 2.5.1.C If the User reports a service, facility or circuit to be inoperative 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.

2.5.2 Application of Credits for Interrupted Services

- 2.5.2.A At the Customer's request, a credit allowance for a continuous interruption of service for more than twenty-four (24) hours will be made in an amount to be determined by the Company on a case-by-case basis.
- 2.5.2.B Any such interruption will be measured from the time it is reported to or detected by the Company, whichever occurs first.
- 2.5.2.C In the event the User is affected by such interruption for a period of less than twenty-four (24) hours, no adjustment will be made. No adjustments will be earned by accumulating non-continuous periods of interruption.

2.5.3 Limitations on Allowances

- 2.5.3.A No credit allowance will be made for any interruption of service:
 - 2.5.3.A.1 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 entities or carriers connected to the service of the Company;
 - 2.5.3.A.2 due to the failure of power, equipment, systems or services not provided by the Company;

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Effective:

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.5 Allowances for Interruptions in Service (Cont'd)

2.5.3. Limitations on Allowances (Cont'd)

2.5.3.A. (Cont'd)

- 2.5.3.A.3 due to circumstances or causes beyond the control of the Company;
- 2.5.3.A.4 during any period in which the Company is not given full and free access to the Customer's or Company's facilities and equipment for the purpose of investigating and correcting the interruption;
- 2.5.3.A.5 during any period in which the User continues to use the service on an impaired basis;
- 2.5.3.A.6 during any period in which the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- 2.5.3.A.7 that occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- 2.5.3.A.8 that was not reported to the Company within thirty (30) days of the date that service was affected.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.6 Termination of Service

2.6.1 A Customer may terminate service, with or without cause, by giving the Company notice. If the Customer has a term contract, early termination charges may apply. The Company may terminate service with ten (10) business days' written notice to the Customer for any of the following occurrences:

- 2.6.1.A Failure of the Customer to pay a non-disputed delinquent account;
- 2.6.1.B Failure of the Customer to make satisfactory arrangements to pay arrearages or meet the requirements of a payment agreement;
- 2.6.1.C Failure of the Customer to permit the Company to have reasonable access to its equipment, facilities, service connections or other property;
- 2.6.1.D Failure of the Customer to provide the Company with adequate assurances that an unauthorized use or practice will cease;
- 2.6.1.E Customer non-compliance with Commission regulations;
- 2.6.1.F Customer fraud or material misrepresentation of identity for purpose of obtaining telephone service
- 2.6.1.G Failure of the Customer to adhere to contractual obligations with the Company.

2.6.2 The Company may terminate service without written notice to the Customer for any of the following occurrences:

- 2.6.2.A Customer's maintenance or operation of its equipment in such a manner as to adversely affect the Company's equipment or service to others;
- 2.6.2.B Customer non-compliance with any provision of this tariff which results in threatening the safety of a person or the integrity of the service delivery system of the Company;
- 2.6.2.C Customer tampering with the Company's equipment or service;
- 2.6.2.D Customer's unauthorized or illegal use of the Company's service or equipment.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.6 Termination of Service (Cont'd)

- 2.6.3 The Customer is responsible for all charges incurred to the Calling Station regardless of which party terminates the service. The Customer shall reimburse the Company for all costs, expenses and fees (including reasonable attorneys' fees) incurred by the Company in collecting such charges.

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

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.7 Payment of Charges

- 2.7.1 The Customer is responsible for payment of all charges for service furnished to the User.
- 2.7.2 The Company reserves the right to assess late payment charges for Customers whose account(s) carries principal owing from the prior billing period. Any charges not paid in full by the due date indicated on the billing statement may be subject to a late fee of 1.5% per month. This late fee of 1.5% may not include previously-accrued late payment charges.
- 2.7.3 Recurring monthly charges may be invoiced one month in advance. Invoicing cycles are approximately thirty (30) days in length. A Customer's bill will be due and payable twenty (20) days from the date of the postmark on the bill.

2.8 Deposits

- 2.8.1 The Company's credit and deposit policies will be equitable and non-discriminatory throughout its service area without regard to the economic character of the area or any part thereof. The Company will inform the Customer, in writing, of the reasons for the deposit request and the process by which service can be received without posting a deposit. Deposits will be collected in accordance with OAC 4901:1-5-13 (B) (2) :
- 2.8.2 Interest shall be paid on all deposits held by the Company. The rate of interest will be the same as the rate existing for the average one-year yield on U.S. Treasury securities for the last full week in November. The interest rate will be rounded to the nearest .5%. In December of each year the Commission shall announce the rate of interest that shall be paid on all deposits held during all or part of the subsequent year.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.8 Deposits (cont'd)

2.8.3 At the request of a customer, the company shall compute the accrued interest upon the deposit and pay such amount to the customer. The company need not make such payment more often than once in a 12 month period, nor sooner than 12 months after receipt of a deposit.

2.9 Advance Payments

The Company may require advance payments from Customers for the following services:

- (1) The construction of facilities and furnishing of special equipment; or
- (2) Temporary Service for short-term use.

2.10 Contested Charges

All bills are presumed accurate, and shall be binding on the Customer unless objection is received either orally or in writing before actual suspension or termination of service. Suspension or Termination is prohibited until resolution of the dispute. In the event that a billing dispute between the Customer and the Company for service furnished to the Customer cannot be settled with mutual satisfaction, the Customer may take the following course of action:

- 2.10.1 First, the Customer may request, and the Company will provide, an in-depth review of the disputed amount. The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnection.
- 2.10.2 Second, if there is still a disagreement about the disputed amount after investigation and review by the Company, the Customer, within ten days of the notification or mailing of the Company's written summary of the findings or resolution of the dispute, an informal complaint may be filed with the Commission.

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SECTION 3 - DESCRIPTION OF SERVICE

3.1 Timing of Calls

- 3.1.1 The Customer's monthly usage charges for the Company service are based upon the total number of minutes the Customer uses and the service options to which the Customer subscribes. Chargeable time begins at the time a connection is established and ends when either party terminates the connection.
- 3.1.2 No charges apply if a connection is not established.
- 3.1.3 For billing purposes, all Calls are rounded up to the nearest minute and billed in increments of one minute. The minimum call duration is one (1) minute for a connected call.
- 3.1.4 Where applicable, charges will be rounded up to the nearest penny.
- 3.1.5 Usage begins when a connection is established (*i.e.* when two-way communication is possible). A Call is terminated when the calling or called party terminates the connection. Any Call for which the duration exceeds sixty (60) seconds shall be presumed to have been answered and becomes billed usage.

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SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)**3.2 Start of Billing**

For billing purposes, the start of service is the day following acceptance by the Customer of the Company's service or equipment, or another date mutually agreed-upon by the Customer and the Company. The end of service date is the last day of the minimum notification of cancellation or any portion of the last day, after receipt by the Company of notification of cancellation as described in Section 2 of this tariff.

3.3 Calculation of Distance

3.3.1 Where applicable, usage charges for all mileage sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of the call.

3.3.2 Where applicable, the airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. The Company uses the rate centers that are produced by Bell Communications Research in their NPA-NXX V&H Coordinates Tape and Bell's NECA Tariff No. 4.

3.3.2.A The airline distance between any two (2) rate centers is determined as follows:

3.3.2.B Obtain the "V" (vertical) and "H" (horizontal) coordinates for each Rate Center from the above-referenced document.

3.3.2.B.1 Compute the difference between the "V" coordinates of the two (2) rate centers; and the difference between the two (2) "H" coordinates ($X1 - X2 = V$; $Y1 - Y2 = H$).

3.3.2.B.2 Square each difference obtained in Section 3.3.2.B.1 above (V^2 ; H^2).

3.3.2.B.3 Add the square of the "V" difference and the square of the "H" difference obtained in Section 3.3.2.B.2 above ($V^2 + H^2 = S$).

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SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)

3.3 Calculation of Distance (Cont'd)

3.3.2 (Cont'd)

3.3.2.B. (Cont'd)

3.3.2.B.4 Divide the sum of the squares by 10 ($S/10 = M$).

3.3.2.B.5 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.

3.4 Minimum Call Completion Rate

The Customer can expect a Call completion rate of at least ninety percent (90%) of all Calls attempted, within three (3) seconds of the attempt, during peak use periods for all Feature Group D (1+) services. The Company will engineer its switching systems on the basis that at least ninety percent (90%) of the Customers accessing their system will be served during the Busy Hour.

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SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)

3.5 Service Offerings

The Company offers data telecommunications and leased line services. The Customer's total use of the Company's service is charged at the applicable rates set forth herein, in addition to any monthly service charges. None of the service offerings are time-of-day sensitive.

For leased line telecommunications services, the Company offers rates on a "month to month" basis, and on a term agreement contract basis. Rates are based on a number of factors, including Customer commitment to a volume of service for a fixed term of months.

The following services are available from the Company, where technically and economically feasible:

3.5.1 Leased Line Service

A leased line is a private, dedicated point-to-point connection between a Company POP and another point on the Company's fiber-optic network specified by the Customer. Leased Line service is provided to Customers on a nationwide basis with transmission speeds of either DS1 (1.544 Mbps), DS3 (44.736 Mbps), OC3 (155.52 Mbps), OC12 (622.08 Mbps) and OC48 (2,488.32 Mbps). A local access line may be necessary to connect the Customer network or premise with the Company POP. This local access line may be provided to the Customer by the Customer's local exchange carrier.

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SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)

3.6 Miscellaneous Services

3.6.1 Order Change

An Order Change is a change in the Customer's service requested subsequent to installation.

3.6.2 Bad Check Charge

If payment for Service is made by a check, draft, or similar instrument (collectively "Check") that is returned to the Company unpaid by a bank or another financial institution for any reason, the Company will bill the Customer a returned check charge. In addition, the Customer may be required to replace the returned Check with a payment in cash or equivalent to cash, such as cashier's check, certified check or money order.

3.6.3 Reconnection

Reconnection charges occur where service to an existing Customer has been discontinued for proper cause, and the Customer desires to resume service with the Company. Where a Customer desires reconnection, the Customer will be charged a fee to cover the cost to the Company of restoring service to the Customer.

3.7 Promotions

From time to time, the Company may offer services or waive or vary service rates for promotional, market research or other similar business purposes. Such offerings will be tarified, and the Company will seek prior approval from the Commission for these offerings. Varying rates for promotional offerings will not exceed those in this tariff for the same services.

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SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)

3.8 Individual Case Basis Arrangements ("ICB")

ICB Arrangements are those which are not offered under other sections of this tariff. ICB Arrangements will be developed on a case-by-case basis in response to bona fide requests from Carrier Customers or prospective Carrier Customers. The facilities utilized to provide these services are of a type normally used by the Company in furnishing its other services to Carrier Customers, and shall be comparable with other access services offered by the Company, as well as the standard engineering and maintenance practices of the Company. The requested service or arrangement is subject to the availability of the necessary Company personnel and capital resources.

Rates quoted in response to requests for ICB Arrangements may be different than those specified for the services identified in this tariff. The Customer has one hundred and eighty (180) days after receiving the ICB rates to order the service requested at the rates quoted by the Company.

All customer contracts will be filed with the Public Utilities Commission of Ohio

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SECTION 4 - RATES AND CHARGES**4.1 Service Offerings****4.1.1 Leased Line Installation charge per DS1****\$350.00****4.1.2 Leased Line Recurring Charges per DS1**

All rates are based on a 36 month contract. A 60 month contract is available and will receive a 5% discount off these rates.

<u>Channel Miles</u>	<u>DS1 Cost</u>	<u>Channel Miles</u>	<u>DS1 Cost</u>
0	\$224.00	28	\$492.00
1-4	\$295.00	29	\$502.00
5-9	\$301.00	30	\$512.00
10	\$308.00	31	\$522.00
11	\$325.00	32	\$533.00
12	\$329.00	33	\$543.00
13	\$339.00	34	\$553.00
14	\$349.00	35	\$563.00
15	\$359.00	36	\$573.00
16	\$369.00	37	\$584.00
17	\$380.00	38	\$594.00
18	\$390.00	39	\$604.00
19	\$400.00	40	\$614.00
20	\$410.00	41	\$624.00
21	\$420.00	42	\$635.00
22	\$431.00	43	\$645.00
23	\$441.00	44	\$655.00
24	\$451.00	45	\$665.00
25	\$461.00	46	\$675.00
26	\$471.00	47	\$686.00
27	\$482.00	48	\$696.00

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SECTION 4 - RATES AND CHARGES (Cont'd)**4.1 Service Offerings (cont'd)****4.1.2 Recurring Charges per DS1 (cont'd)**

<u>Channel Miles</u>	<u>DS1 Cost</u>	<u>Channel Miles</u>	<u>DS1 Cost</u>
49	\$706.00	55	\$767.00
50	\$716.00	56	\$777.00
51	\$726.00	57	\$788.00
52	\$737.00	58	\$798.00
53	\$747.00	59	\$808.00
54	\$757.00	60	\$818.00

4.1.3 Volume Discount

A discount using the below percentages will be given based on the number of circuits a Customer has installed. If Customer orders 3 or more circuits they will receive the following discounts:

<u>DS1</u>	<u>Volume Discount</u>
First 6	2% ¹
7-12	4% ¹
13 >	6%

¹ The volume discount for the first 6 circuits does not increase to the next volume discount level when an additional DS1 is installed. The first six will remain at 2% while 7 - 12 remain at 4% even when 13 or more circuits are ordered.

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SECTION 4 - RATES AND CHARGES (Cont'd)**4.2 Miscellaneous Services****4.2.1 Order Change**

Per Change: \$40.00

4.2.2 Bad Check Charge

Per Check: \$25.00

4.2.3 Reconnection

Per Reconnection: \$6.00

4.3 Maintenance Visit Charges**Mon-Sat, 8 am-5 pm:**

Initial 15 minutes or fraction thereof \$45.00

Each additional 15 minutes \$10.00

Sun and Mon-Sat, excluding 8 am-5 pm:

Initial 15 min. or fraction thereof \$55.00

Each additional 15 minutes or fraction thereof \$15.00

Holidays:

Initial 15 minutes or fraction thereof \$55.00

Each additional 15 min. or fraction thereof \$15.00

4.4 Special Rates**4.4.1 Discount for Hearing Impaired Customers**

A telephone toll message which is communicated using a telecommunications device for the deaf (TDD) by properly certified hearing or speech impaired persons or properly certified business establishments for individuals equipped with TDDs for communicating with hearing or speech impaired persons will receive, upon request, a discount for calls placed between TDDs. The credit to be given on a subsequent bill for such calls placed between TDDs will result in the application of the evening rate for calls made during daytime hours and night rates for calls made during evening and night hours. Discounts do not apply to surcharges or per call add on charges for operator service when the call is placed by a method that would normally incur the surcharge.

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TELEPHONE SERVICE REQUIREMENTS FORM
Pursuant to Case Nos. 99-998-TP-COI and 99-563-TP-COI

The provider affirms that it is in compliance with Commission directives concerning the following checked items, and that this represents an up-to-date listing of applicable "generic" service requirements. The provider understands that this in no way supersedes the context of the applicable Commission orders described below. Unless otherwise specified, this language replaces the need for related language to be contained in the provider's tariff.

A. MANDATORY REQUIREMENTS FOR BASIC LOCAL EXCHANGE AND CTS PROVIDERS (unless otherwise noted):

[x] 1. SALES TAX (See also Case No. 87-1010-TP-UNC)

Certain telecommunication services, as defined in the Ohio Revised Code, are subject to state sales tax at the prevailing tax rates, if the services originate, or terminate in Ohio, or both, and are charged to a subscriber's telephone number or account in Ohio.

[x] 2. MTSS TARIFF REQUIREMENTS

[x] The provider attests that its tariffs include:

☒ provider-specific language addressing the deposit method (as cited in 4901:1-5-13) adopted by the company and approved by the Commission;

o Toll Caps (choose one):

☐ language addressing the provider-specific parameters of toll caps approved by the Commission, OR

☒ not applicable since the provider has not chosen to incorporate toll caps.

☒ language regarding establishment of service, including requirements to establish creditworthiness, as cited in 4901:1-5-13;

o language regarding residential service guarantors, as cited in 4901:1-5-14;

☒ language regarding subscriber bills, as cited in 4901:1-5-15;

o language regarding subscriber billing adjustments for local exchange service, as cited in 4901:1-5-16; and,

- language regarding denial or disconnection of local and/or toll service, including the requirements for the reconnection of local and/or toll service, as cited in 4901:1-5-17.

Check the boxes below to attest that the provider shall adhere to the following criteria when the provider implements cancellation of service policies and/or requests an advance payment:

☒ Cancellation of Service:

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

Where the company has notified a customer or prospective customer of the possibility that special expenses may be incurred in connection with provisioning the customer's service, and then the company does incur such expenses. Expenses could include special construction, or where special arrangements of facilities or equipment have begun before the company received a cancellation notice. The charge will be equal to the costs actually incurred, less net salvage;

☒ Advance Payment:

Advance Payment means a payment that may be required by the company as a means of being compensated for extraordinary expenses, including, but not limited to, special construction costs associated with a particular service installation.

☒ 3. **SURCHARGES**

The company shall not assess separately any taxes, fees or surcharges, other than government-approved sales taxes imposed directly on the end users, without seeking Commission approval under the appropriate procedures required by the Commission. Generally, the Commission will not grant the inclusion of gross receipts tax as a separate item on the bill unless special circumstances so warrant and the Commission specifically approves same. The company shall not place a separate line

Provider's Name: _____

Case No. _____ - TP - _____

Case No. _____ - TRF

Issued: _____
(Date Filed)

4/7/2003

item on a customer's bill without sending notice to all customers informing them of the new line item charges in accordance with Commission-adopted notice procedures.

The customer is responsible for the payment of all state, local and E9-1-1 taxes, surcharges, utility fees, or other similar fees for which the end user is directly responsible and that may be levied by a governing body or bodies in conjunction with or as a result of a service furnished under a tariff on file with the Public Utilities Commission of Ohio. These charges may appear as separate line items on the customer's bill, as opposed to being included in the rates contained in a tariff. Any such line item charges will be reflected in the company's tariff.

[x] 4. 1+ INTRALATA PRESUBSCRIPTION - Basic Local Exchange Providers Only (See Also Case No. 95-845-TP-COI, Guideline X.) N/A

a. General

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

IntraLATA Presubscription will become effective upon the initial offering of certified local exchange service.

b. IntraLATA Presubscription Options

Option A: Subscriber may select the Telephone Company as the presubscribed carrier for intraLATA toll calls subject to presubscription.

Option B: Subscriber may select her/his interLATA toll carrier as the presubscribed carrier for intraLATA toll calls subject to presubscription.

Provider's Name: _____
Case No. ____ - TP - ____
Case No. ____ - TRF
Issued: _____
(Date Filed)

4/7/2003

Option C: Subscriber may select a carrier other than the Telephone Company or the subscriber's interLATA toll carrier as the presubscribed carrier for intraLATA toll calls subject to presubscription.

Option D; Subscriber may select no presubscribed carrier for intraLATA toll calls subject to presubscription which will require the subscriber to dial a carrier access code to route all intraLATA toll calls to the carrier of choice for each call.

c. Rules and Regulations

Subscribers of record will retain their current dialing arrangements until they request that their dialing arrangements be changed.

Subscribers of record or new subscribers may select either Options A, B, C, or D for intraLATA Presubscription.

Subscribers may change their selected Option and/or their presubscribed intraLATA toll carrier at any time subject to charges specified in Paragraph E, below.

d. IntraLATA Presubscription Procedures

New subscribers will be asked to select an intraLATA toll carrier(s) at the time the subscriber places an order to establish local exchange service with the Telephone Company. The Telephone Company will process the subscriber's order for intraLATA service. The selected carrier(s) will confirm their respective subscribers' verbal selection by third-party verification or return written confirmation notices. All new subscribers' initial requests for intraLATA toll service presubscription shall be provided free of charge.

If a new subscriber is unable to make a selection at the time the new subscriber places an order to establish local exchange service, the Telephone Company will read a random listing of all available intraLATA carriers to aid the subscriber in selection. If selection is still not possible, the Telephone Company will inform the subscriber that he/she will be given 90 calendar days in which to inform the Telephone Company of an intraLATA toll carrier presubscription selection free of charge. Until the subscriber informs the Telephone Company of his/her choice for intraLATA toll carrier, the subscriber will not have a presubscribed intraLATA toll carrier, but rather will be

Provider's Name: _____

Case No. ____ - ____ - TP - ____

Case No. ____ - ____ - ____ - TRF

Issued: _____
(Date Filed)

4/7/2003

required to dial a carrier access code to route all intraLATA toll calls to the carrier(s) of choice. Subscribers who inform the Telephone Company of a choice for intraLATA toll presubscription within the 90-day period will not be assessed a service charge for the initial subscriber request.

Subscribers of record may initiate an intraLATA presubscription change at any time subject to the charges specified in e.ii. below. If a customer of record inquires of the Telephone Company of the carriers available for intraLATA toll presubscription, the Telephone Company will read a random listing of all available intraLATA carriers to aid the subscriber in selection.

e. IntraLATA Presubscription Charges

i. Application of Charges

After a subscriber's initial selection for a presubscribed intraLATA toll carrier and as detailed in Paragraph D above, for any change thereafter, an IntraLATA Presubscription Change Charge, as set forth in Paragraph E.2. will apply.

ii. Nonrecurring Charges IntraLATA Presubscription Change Charge

Per business or residence line, trunk, or port:

- Initial line, trunk, or port	\$5.00
- Additional line, trunk, or port	\$1.50

B. REQUIREMENTS FOR PROVISION OF CERTAIN SERVICES, OR WHERE CERTAIN CONDITIONS OF SERVICE ARE UTILIZED (check all applicable):

1. DISCOUNTS FOR PERSONS WITH COMMUNICATION DISABILITIES AND THE TELECOMMUNICATION RELAY SERVICE

Applicable to all telephone companies offering message toll service (MTS)
(See also Case Nos. 87-206-TP-COI and 91-113-TP-COI):

- a. For purposes of these requirements, the definition of disabled refers to those persons with communication disabilities, including those hearing-disabled, deaf, deaf/blind, and speech-disabled persons who

Provider's Name: _____
Case No. ____ - ____ - TP - ____
Case No. ____ - ____ - ____ - TRF
Issued: _____
(Date Filed)

4/7/2003

have a disability that prevents them from communicating over the telephone without the aid of a telecommunications device for the communicatively disabled.

- b. Residential disabled customers or disabled members of a customer's household, upon written application and upon certification of their disabled status, which is evidenced by either a certificate from a physician, health care official, state agency, or a diploma from an accredited educational institution for the disabled, are eligible to receive a discount off their MTS rates, and, if they utilize telebraille devices, they are eligible to receive free access to local and intrastate long distance directory assistance. Additionally, TDD lines maintained by non-profit organizations and governmental agencies, upon written application and verification that such lines are maintained for the benefit of the disabled, are eligible to receive a discount off their MTS rates.
- c. Upon receipt of the appropriate application, and certification or verification of a person with a communication disability, one of the following discounts shall be made available for the benefit of the disabled person:
 - i. Off the basic MTS, current, price list day rates: a 40 percent discount off the intrastate, interexchange, customer-dialed, station-to-station calls occurring between 8:00 a.m. and 4:59 p.m. Monday through Friday; a 60 percent discount off the intrastate, interexchange, customer-dialed, station-to-station calls occurring between 5:00 p.m. and 10:59 p.m. Sunday through Friday, and New Year's Day, Independence Day, Labor Day, Thanksgiving, and Christmas; and a 70 percent discount off the intrastate, interexchange, customer-dialed, station-to-station calls occurring between 11:00 p.m. and 7:59 a.m. any day, 8:00 a.m. and 4:59 p.m. Sunday, and all day Saturday; or
 - ii. Off the basic MTS, current, price list day rates: no less than a straight 70 percent discount shall be made available on a 24 hour a day basis; or
 - iii. For MTS which is offered similar to the mileage-banded rate structure established in the Commission's April 9, 1985 Opinion and Order in Case No. 84-944-TP-COI, with the traditional day, evening, and night/weekend discounts: the "evening" discount off the intrastate, interexchange, customer-dialed,

Provider's Name: _____

Case No. _____ - TP - _____

Case No. _____ - TRF

Issued: _____
(Date Filed)

4/7/2003

☐ 3. **ALTERNATIVE OPERATOR SERVICES N/A**

The following applies to the provision of alternative operator services (AOS) including Inmate Facility Services. (See, also, Case No. 88-560-TP-COI, December 30, 1991 Supplemental Opinion and Order and February 27, 1992 Entry on Rehearing):

Preceding the maximum operator-assisted surcharges set forth in the text of the proposed tariff, as well as preceding the operator-assisted surcharges set forth in the price list attached to the proposed tariff, the service provider must insert a statement which specifies whether the rates as set forth apply to the provider's provision of traditional operator services, alternative operator services (AOS), or both.

(A) Definitions

- (1) AOS are those services provided by the provider in which the customer and the end user are totally separate entities. The provider contracts with the customer to provide the AOS; however, the provider does not directly contract with the end user to provide the services even though it is the end user who actually pays for the processing of the operator-assisted calls. These do not include coin-sent calls.
- (2) Traditional operator services are those services provided by the provider in which the end user has a customer relationship with the provider, the provider contracts with the customer/end user to provide the services, and the customer/end user pays for the actual processing of the operator-assisted calls.

(B) AOS Service Parameters

- (1) Local operator-assisted calls:
For local operator-assisted calls, both live and automated, the AOS provider shall not charge the billed party more than the ILEC's price list rates for traditional local operator-assisted calls in the same exchange. This requirement includes both the local usage rate (either flat-rate per call or a minute-of-use rate per call) and applicable operator surcharges. The minutes-of-use rate for a local call shall be no higher than the rates for MTS identified in paragraph (B)(2), below.

Provider's Name: _____
Case No. _____ -TP- _____
Case No. _____ -TRF _____
Issued: _____
(Date Filed)

4/7/2003

station-to-station calls placed during the "day" period Monday through Friday; and the "night/ weekend" discount off the intrastate, interexchange, customer-dialed, station-to-station calls placed during the "evening" period Sunday through Friday, and on New Year's Day, Independence Day, Labor Day, Thanksgiving, and Christmas. Furthermore, the "night/ weekend" discount plus an additional discount equivalent to no less than ten percent of the company's current, price list, "day" rates for basic MTS shall be made available for intrastate, interexchange, customer-dialed, station-to-station calls placed during the "night/weekend" period any day, the "day" period Sunday, and all day Saturday.

- d. All MTS calls placed through the telecommunication relay service (TRS) are eligible to receive a discount off the MTS rates. The rate discounts are the same as those set forth in paragraph 1.c. preceding. The discount shall not apply to sponsor charges associated with calls placed to pay-per-call services, such as 900, 976, or 900-like calls.

☐ **2. EMERGENCY SERVICES CALLING PLAN N/A**

Applicable to all CLECs and CTSs offering MTS (See also Case Nos. 85-1466-TP-COI and 89-54-TP-COI):

Message toll telephone calls to governmental emergency service agencies, as set forth in (a) following, having primary or principal responsibility with respect to the provision of emergency services to persons and property in the area from which the call is made, meeting the definition and criteria of an emergency call as set forth in (b) following, are offered at no charge to customers:

- a. Governmental fire fighting, Ohio State Highway Patrol, police, and emergency squad service (as designated by the appropriate governmental agency) qualify as governmental emergency service agencies provided they answer emergency service calls on a personally attended (live) 24-hour basis, 365 days a year, including holidays.
- b. An emergency is an occurrence or set of circumstances in which conditions pose immediate threat to human life, property, or both, and necessitate that prompt action be taken. An emergency call is an originated call of short duration to a governmental emergency service agency in order to seek assistance for such an emergency.

Provider's Name: _____

4/7/2003

Case No. _____ -TP- _____

Case No. _____ - TRF

Issued: _____
(Date Filed)

(2) MTS provided in conjunction with AOS:

For intraLATA and interLATA, intrastate toll service calls, each AOS provider must apply one of the following MTS price ceilings to the MTS provided in conjunction with AOS:

Provider's Name: _____

Case No. ____ - ____ - TP - ____

Case No. ____ - ____ - ____ - TRF

Issued: _____
(Date Filed)

4/7/2003

Mileage Band	Initial Minute	Each Additional Minute
1 - 10	.32	.16
11 - 22	.40	.22
23 - 55	.48	.28
56 - 124	.57	.37
125 - end	.58	.39

or;

\$.36 per minute of use

- (3) For intraLATA and interLATA, intrastate toll service calls, each AOS provider's maximum operator-assisted rates shall be no more than:

- (a) \$1.70 for customer-dialed calling card calls;
- (b) \$2.50 for operator-handled calls; and
- (c) \$4.80 for person-to-person calls.

- (4) Notice of any change in the rates stated above, whether it be upward or downward, must be maintained in the company's tariff (via its web-site or its tariff on file with the Commission), on or before the effective date.

(C) Secured Inmate Facilities:

The following provisions apply to those operator service providers (OSPs) providing service to a secured inmate facility where the originating caller does not have access to other OSPs for the call from the secured inmate facility.

- (1) Local operator-assisted calls:
For local operator-assisted calls, the AOS provider serving secured inmate facilities shall not charge the billed party more than the ILEC price list rates for a local operator-assisted call in the same exchange.
- (2) IntraLATA and interLATA intrastate toll service calls:
For intraLATA and interLATA intrastate toll service calls, the AOS provider serving secured inmate facilities shall not charge the billed party more than the ILEC price list rates for

Provider's Name: _____

Case No. ____ - TP- ____

Case No. ____ - TRF

Issued: _____
(Date Filed)

4/7/2003

an intraLATA intrastate call. This requirement includes both the rates for message toll service and operator surcharges.

- (D) The AOS providers shall not charge end users surcharges in addition to the price list rates for MTS and operator-assisted surcharges set forth in the AOS providers' tariffs. This restriction means that no surcharges, including but not limited to, bill rendering charges and any additional surcharge which a host facility may request the AOS provider to bill an end user, may be levied by the AOS provider on the end user. Any surcharges imposed by a host facility are to be billed separately by the host facility.
- (E) AOS and secured inmate facility services are not subject to either Tier 1 or Tier 2 regulatory treatment, but rather will remain subject to the provisions of these rules and the applicable provisions adopted by the Commission in Case No. 88-560-TP-COI.

4. LIMITATION OF LIABILITY

The following is applicable to all telephone companies that choose to include in their tariffs language which may limit their liability (See also Case No. 85-1406-AU-COI):

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 courts responsibility to adjudicate negligence and consequent damage claims, it is also the court's responsibility to determine the validity of the exculpatory clause.

5. TERMINATION LIABILITY

The following is applicable to all telephone companies who choose to include in their tariffs language which imposes early termination liability on a customer for termination of service prior to the designated term of service:

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

Provider's Name: _____
Case No. ____ - TP- ____
Case No. ____ - TRF
Issued: _____
(Date Filed)

4/7/2003

☐ 6. **SERVICE CONNECTION ASSISTANCE (SCA) N/A**

The following is applicable to all LECs that offer local service to residential customers:

SCA is targeted to help defray the one-time, up-front costs of connecting to the local exchange network for qualified customers. It provides a waiver of the deposit requirement, full or partial waiver of the service connection charges.

☐ 7. **LOCAL NUMBER PORTABILITY and NUMBER POOLING N/A**

See Case No. 95-845-TP-COI Guideline XIV, FCC Dockets 95-116 and 99-200. NOTE: LNP and number pooling are required of all facilities-based LECs, regardless of size, and CMRS where currently rolled-out by the FCC or as a result of a bona fide request unless granted an extension, exemption, or waiver by the Commission or the FCC.

☐ 8. **TARIFFING AND DISCONNECTION PROCEDURES FOR SERVICE PACKAGES OR BUNDLES N/A**

Applicable to all LECs packaging or bundling regulated local services with toll service and/or unregulated services. See Rule 4901:1-6-21(C), Ohio Administrative Code.

☐ **Option 1****Tariffing**

Under option 1, LECs that package or bundle regulated local services with toll and/or unregulated services shall tariff only the regulated components of a package or bundle of services either as a package at a separate, single rate for the regulated components or individually at individual tariffed rates. The unregulated services and any rate(s) associated with the unregulated service components of any package or bundle of services shall not be tariffed.

Disconnection Procedures

Under option 1, if a customer fails to submit timely payment sufficient to cover the amount of the regulated charges, the LEC may discontinue the provision of the regulated services in compliance with Rule 4901:1-5-17, Ohio Administrative Code.

Provider's Name: _____

Case No. _____ -TP- _____

Case No. _____ -TRF _____

Issued: _____
(Date Filed)

4/7/2003

Staff Notice

Under option 1, LECs shall keep the Director of the Consumer Services Division and the Chief of Telecommunications of the Utilities Department informed and up-to-date on all current offers to consumers that bundle regulated local services with unregulated services at a single packaged rate, different from the rate shown in the tariff for the regulated components of the package. The notice to staff shall identify the regulated and unregulated services included and the packaged rate (the combined tariffed and untariffed rate).

☐ **Option 2****Tariffing**

Under option 2, LECs shall tariff the entire package or bundle of services including both regulated local services and toll and/or unregulated services for a single combined packaged rate (including any amount attributable to the unregulated components). The LEC shall clearly identify the services within the package and denote which services are unregulated.

Disconnection Procedures

Under option 2, if a customer fails to submit timely payment sufficient to cover the entire amount of the regulated and unregulated bundled packaged rate, the LEC may discontinue the provision of any regulated and unregulated services, other than basic local exchange service, if payment is sufficient to cover the rate for basic local exchange service. For purposes of this rule, the rate for basic local exchange service shall be the tariffed rate for stand-alone basic local exchange service. In the event a CLEC does not offer basic local exchange service on a stand-alone basis, the CLEC shall identify an amount in the tariff for the basic local exchange service component of the package. In no event shall this amount exceed the packaged rate. Further, if the customer loses services included in the package due to non-payment or partial payment pursuant to this rule, the customer shall be entitled to add, change, or discontinue any regulated services provided according to the LEC's normal procedures for adding, changing or discontinuing such services.

Disconnection Notice

Under option 2, the LEC shall, in its notice of disconnection for non-payment, state the total amount due to avoid discontinuance of the package, as well as the total amount due to avoid discontinuance of the basic local exchange service component of the package.

Provider's Name: _____

Case No. ____ - TP- ____

Case No. ____ - TRF

Issued: _____
(Date Filed)

4/7/2003

EXHIBIT B

Proposed Tariff

Data-Tel of Illinois, Inc.

Revised

Ohio Telecommunications Tariff

Revised tariff, applicable to the Intrastate Interexchange Telecommunications Services provided by Data-Tel of Illinois, Inc. is submitted pursuant to Case No. 06-1345-TP-ORD, requiring the detariffing of Tier 2 nonresidential and regulated toll services.

Customers have 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 the 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.

Issued: October 10, 2008

Effective: October 10, 2008

Michael P. Reeg, President
Data-Tel of Illinois, Inc.
118 North Clinton Street, Suite 360
Chicago, IL 60661

Rates, Terms, Conditions for Interexchange Telecommunications Services may be found at the following link:

<http://www.data-telinc.net/index.htm>

Data customers may obtain support for their data network needs by contacting:

1-877-357-7500

Data customers also have the option of contacting network support via email at:

mwalsh@data-telinc.net

Pursuant to the Commission order of September 19, 2007 06-1345-TP-ORD, late payment fees and returned check charges have not been detariffed. In addition, deposit requirements and conditions will apply:

Late Fee payments: The Company reserves the right to assess late payment charges for Customers whose account(s) carries principal owing from the prior billing period. Any charges not paid in full by the due date indicated on the billing statement may be subject to a late fee of 1.5% per month. This late fee of 1.5% may not include previously accrued late payment charges. Late payment charges will be applied without discrimination.

Returned Check charges: If payment for Service is made by a check, draft, or similar instrument (collectively "Check") that is returned to the company unpaid by a bank or another financial institution for any reason, the Company will bill the Customer a returned check charge, not to exceed \$25.00. In addition, the Customer may be required to replace the returned Check with a payment in cash, or equivalent to cash, such as cashier's check, certified check or money order.

Deposits: The Company administers a credit and deposit policy that is equitable and non-discriminatory. Deposits will be collected in accordance with OAC 4901:1:5-13(B)(2). The Company will inform the Customer in writing of reasons a deposit may be required.

Issued: October 10, 2008

Effective: October 10, 2008

Michael P. Reeg, President
Data-Tel of Illinois, Inc.
118 North Carolina Street, Suite 360
Chicago, IL 60661

Interest (Continued)

Interest will be paid at a rate not to exceed 7% on deposits held by the Company. A Customer may request the Company compute accrued interest upon the deposit and pay such amount to the Customer. The Company need not make such payment more often than once in a 12-month period, nor more frequently than 12 months after receipt of a deposit.

Issued: October 10, 2008**Effective: October 10, 2008**

**Michael P. Reeg, President
Data-Tel of Illinois, Inc.
118 North Carolina Street, Suite 360
Chicago, IL 60661**

EXHIBIT C

Summary of Tariff Changes

EXHIBIT C - Summary of Tariff Changes

Pursuant to Rule 4901:1-6-05(G) of the Ohio Administrative Code, Data-Tel of Illinois, Inc. is applying to detariff all of its current service offerings as a Point to Point Telecommunications Provider.

The original Data-Tel of Illinois, Inc. tariff for Point to Point Telecommunications services in Ohio, went into affect in February of 2006 and has no changes or revisions made since its implementation.

Effective _____ in compliance with Case No. 06-1345-TP-ORD, all of Data-Tel of Illinois, Inc. services will be detariffed.

Information on services, terms and conditions are made available to the customer as described in Exhibit D and the Revised Tariff pages submitted with this application.

MATRIX OF TARIFF CHANGES

<u>SHEET</u>	<u>SECTION</u>	<u>TITLE</u>	<u>REVISION</u>
23	3.1.1 to- 3.1.5	Timing of Calls	Detariffed
24	3.2	Start of Billing	Detariffed
24-25	3.3	Calculation of Distance	Detariffed
25	3.4	Minimum Call Completion Rate	Detariffed
26	3.5.1	Leased Line Services	Detariffed
27	3.6.1	Order Change	Detariffed
27	3.6.3	Reconnection	Detariffed
27	3.7	Promotion	Detariffed
28	3.8	ICB (Individual Case Basis)	Detariffed
29	4.1.1	Leased Line Installation Charge per DS1	Detariffed
29-30	4.1.2	Lease Line Recurring Charges per DS1	Detariffed
30	4.1.3	Volume Discount	Detariffed
31	4.2.1	Order Change	Detariffed
31	4.2.3	Reconnection	Detariffed
31	4.3	Maintenance Visit Charges	Detariffed
31	4.4.1	Discount for Hearing Impaired Customers	Detariffed

EXHIBIT D

Statement of Compliance with Rule 4901:1-6-05(G)(3)

EXHIBIT D - Statement of Compliance with Rule 4901:1-6-05(G)(3)

Data-Tel of Illinois, Inc. will comply with the following rule(s) in the manner indicated below:

1. Rule 4901:1-6-05(G)(4)

The following website is available to customers for an explanation and description of services offered.

<http://www.data-telinc.net/contact.htm>

EXHIBIT E

Example of One Time Customer Notice



October 10, 2008

Dear Customer:

Beginning October 20, 2008, the tariff which outlines the prices, service descriptions, and the terms and conditions for the **long distance** services that you are provided by Data-Tel of Illinois, Inc. will no longer be on file at the Public Utilities Commission of Ohio (PUCO). Since these will no longer be on file with the Commission, an agreement between Data-Tel of Illinois, Inc. and you will be the agreement for services or changes in service. The agreement, whether it is verbal or written, will still be subject to consumer protections required and enforced by the PUCO.

This will not automatically result in a change in the prices, terms, or conditions of those services you currently have. Data-Tel of Illinois, Inc. is required to provide customers a notice at least fifteen days in advance of any rate increases, changes in terms and conditions or the discontinuance of existing services.

For agreements or for new services or changes in service, please carefully review and confirm the price, terms and conditions.

You may view the company service offerings online at <http://www.data-telinc.net/index.htm> or you may request information by contacting Data-Tel of Illinois, Inc. either in writing at, Customer Service, 118 N. Clinton Street, Chicago, IL 60661 or by calling us at (312) 454-7500.

Sincerely,

Mike Reeg, President
Data-Tel of Illinois, Inc.

EXHIBIT F

Affidavit of Customer Notice Mailing

AFFIDAVIT

CUSTOMER NOTICE MAILING

STATE OF: ILLINOIS

COUNTY OF: COOK

I, Mike Reeg, am an authorized agent of the applicant corporation, Data-Tel of Illinois, Inc. and am authorized to make this statement on its behalf. I attest that customer notices were sent to affected customers through United States Postal Service on (OCTOBER 10, 2008), in accordance with Rule 4901:1-6-16, Ohio Administrative Code. I declare under penalty of perjury that the foregoing is true and correct.

Executed on 10-10-2008 at 118 NORTH CLAYTON #340 CHICAGO, IL
(Date) (Location)

Mike Reeg
(Signature)

10-10-08
(Date)

President
(Title)

Subscribed and sworn to before me this 10 day of OCTOBER 2008.

Gerdina R Kroesel
Notary Public
My Commission Expires: 02/24/2010

