

Dear Value Customer:

Beginning on February 20, 2009 the prices, service descriptions, and the terms and conditions for certain telecommunication services that you are provided by ComTech21 will no longer be on file with the Public Utilities Commission of Ohio. Your long distance Intrastate and Interstate service is affected by this change. You can request a copy of this information by contacting ComTech21 either by mail at One Barnes Park South, Wallingford, CT. 06492 or by calling 800-312-5564. This change does not affect the prices, terms and conditions of these services to which you currently subscribe. These services continue to be regulated by the Public Utilities Commission of Ohio. If you have any questions about this matter, please call ComTech21 at the toll free number 800-312-5564.

Sincerely,
ComTech21, LLC

TITLE SHEET

OHIO TELECOMMUNICATIONS TARIFF

This tariff contains the descriptions, regulations and rates applicable to the furnishing of service and facilities for the telecommunications services provided by COMTECH 21, LLC, with principal offices at One Barnes Park South, Wallingford, CT 06492. This tariff applies for services furnished within the State of Ohio. This tariff is on file with the Ohio Utilities Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

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PUCO

Issued: April 21, 2009

Effective: March 9, 2009

Issued by Laura Matosian, Vice President Operations
COMTECH 21, LLC
One Barnes Park South
Wallingford, CT 06492

CHECK SHEET

Sheets 1 through 10 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 on the bottom of this page.

<u>SHEET</u>	<u>REVISION</u>
1	Revised
1.1	Revised
2	Revised
3	Revised
4	Revised
5	Revised
6	Revised
7	Revised
8	Revised
9	Revised
10	Revised

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SYMBOLS

The following list of symbols is to be used by all utilities:

- C - To signify changed condition or regulation
- D - To signify discontinued rate, regulation or condition
- I - To signify an increase
- M - To signify that material has been transferred from another sheet or place in the tariff
- N - To signify new rate, regulation, condition or sheet
- O - To signify no change
- R - To signify a reduction in a rate
- S - To signify reissued regulations
- T - To signify a change in text but no change in rate
- Z - To signify a correction

TARIFF FORMAT

- A. **Sheet Numbering** – Sheet numbers appear in the upper-right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between Sheets 14 and 15 would be 14.1.
- B. **Sheet Revision Numbers** – Revision numbers also appear in the upper-right corner of the page. These numbers are used to determine the most current sheet version on file with the OHPUC. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the OHPUC follows in their tariff approval process, the most current sheet number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the sheet currently in effect.
- C. **Paragraph Numbering Sequence** – There are nine levels of paragraph coding. Each level of coding is subordinate 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).1.
 - 2.1.1.A.1 (a).1.(I)
 - 2.1.1.A.1 (a).1.(I)(I)
- D. **Check Sheets** – When a tariff filing is made with the OHPUC, an updated check sheet accompanies the tariff filing. The check sheet lists the sheet contained in the tariff, with a cross-reference to the current revision number. When new pages 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 pages). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current sheet on file with the OHPUC.

SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS

Access Line – An arrangement which connects the customer's location to a primary carrier's network switching center.

Account Code – An unforced and unverified numerical code which the Customer's User may utilize as an option at additional Company charge to identify the Customer's client for billing purposes and/or to cost allocate calling charges.

Carrier – COMTECH 21, LLC.

Company – COMTECH 21, LLC.

Customer – The person, firm, corporation or other entity which orders and receives COMTECH 21, LLC's service and is responsible for payment of charges due and compliance with the Company's tariff regulations.

Day – From 8:00 a.m. up to but not including 5:00 p.m. local time, Monday through Friday.

Equal Access – The offering of the Customer's local telephone company which enables connection of the Subscriber's switched central office lines to the Primary Carrier network utilized by COMTECH 21, LLC.

Evening – From 5:00 p.m. up to but not including 11:00 p.m. local time, Sunday through Friday.

Holidays - COMTECH 21, LLC recognized holidays are New Year's Day (January 1), President's Day (Feb.), Easter Sunday, Memorial Day, Independence Day (July 4), Labor Day (the first Monday in Sept.), Thanksgiving Day (the fourth Thursday in November) and Christmas (December 25). The holiday rate applicable is the night/weekend rate, applies for the entire day, and supersedes other rates.

LEC – Local exchange carrier, the fundamental (regulated) local (central office) telephone service provider to the Customer.

Night/Weekend – From 11:00 p.m. up to but not including 8:00 a.m. Sunday through Friday, and 8:00 a.m. Saturday up to but not including 5:00 p.m. Sunday.

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SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS (CONT'D.)

OHPUC – Ohio Public Utilities Commission

Postalized – A pricing mechanism offering a flat rate (mileage non-sensitive) per minute.

Primary Carrier – The FCC-authorized and Ohio-approved carrier over whose facilities COMTECH 21, LLC's network calls are actually (physically) carried and/or their applicable agents, representatives, resellers, or other intermediaries.

Subscriber – The customer of COMTECH 21, LLC. The customer subscribes to the services of COMTECH 21, LLC by completing an application for the Company's services and by being accepted as a customer of the Company.

User – The calling party utilizing the services of Carrier.

WATS – Wide Area Transmission Service, the generic term for discounted long distance business services.

SECTION 2 – RULES AND REGULATIONS

2.1 Cancellation or Interruption of Services

2.1.1. The Customer may cancel service after the minimum 30 day service period upon written notice to the Company and after payment of all charges for all services billed to the Subscriber.

2.1.2. Without incurring liability, Carrier may discontinue services to a Subscriber or may withhold the provision of ordered or contracted services:

- A. For nonpayment of any sum due Carrier for more than thirty days after issuance of the bill for the amount due upon ten (10) days written notice.
- B. For violation of any of the provisions of this tariff.
- C. By reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting Carrier from furnishing its services.
- D. Carrier may also discontinue service without notice for any of the following reasons:
 - 1. If a Subscriber or User causes or permits any signals or voltages to be transmitted over Carrier's network in such manner as to cause a hazard or to interfere with Carrier's service to others.
 - 2. If a Subscriber or User uses Carrier's services in a manner to violate the law.
- E. For any reason 30 days prior written notice to the Subscriber.
- F. In all other circumstances, Carrier will provide the Subscriber with written notice stating the reason for discontinuance, and will allow the Subscriber not less than 10 days from the date of Customer receipt of notice to remove the cause for discontinuance. In cases of non-payment of charges due, the Subscriber will be allowed at least seven days, excluding Saturdays, Sundays and holidays, to make full payment of all invoiced charges.

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SECTION 2 – RULES AND REGULATIONS (CONT'D.)

2.1 Cancellation or Interruption of Services (Cont'd)

2.1.3 Without incurring liability, Carrier may interrupt the provisions of services at any time in order to perform tests and inspections to assure compliance with tariff regulations and the proper installation and operation of Subscriber and Carrier's facilities and may continue such interruption until any items of non compliance or improper operation so identified are rectified.

2.1.4 Service may be discontinued by Carrier, without notice to the Subscriber, by blocking traffic to certain counties, cities, or exchanges, or by blocking calls using certain customer authorization codes, when Carrier deems it necessary to take such action to prevent unlawful use of its service. Carrier will restore service as soon as it can be provided without undue risk.

2.2 Billing Arrangements

2.2.1 Unless otherwise arranged in writing by both the Customer and Carrier, the Subscriber shall be obligated to pay all charges as invoiced upon receipt of bill. The Subscriber agrees to pay all charges within 30 days of the date of the invoice. See also Section 2.5, Contested Charges.

2.2.2 All current charges not paid within 30 days of the date on the invoice shall be considered overdue and shall be assessed a 1.5% per month (or part thereof) finance charge. Payments made by the Customer to the Carrier will be credited against the oldest charges outstanding.

2.3 Validation of Credit

Carrier reserves the right to validate the creditworthiness of Subscribers through bank and trade references and credit card payment history procedures.

2.4 Contested Charges

Any charges not disputed by the Subscriber shall be considered acceptable (uncontestable) by the Subscriber.

All bills are presumed accurate, and the responsibility for payment of any usage reported by the Primary Carrier as attributed to the Customer shall be absolutely binding on the Subscriber. If an objection (contested charges) is received by the Carrier, the Carrier will initiate an investigation of the disputed usage and/or charges. In the case of a billing dispute which cannot be settled with mutual satisfaction between the Subscriber and the Carrier, the Subscriber can then follow the next course of action.

2.4.1 First, the Subscriber may request, and the Carrier will provide, an in depth written review of the disputed amount.

2.4.2 Second, if there is still a disagreement about the disputed amount after the investigation and review by a manager of the Carrier, the Subscriber may file an appropriate complaint with the Ohio PUC.

2.5 Billing Entity Conditions

When billing functions on behalf of Carrier or for any other services rendered to the Subscriber are performed by local exchange telephone companies, credit card companies or others, the payment conditions and regulations of such companies apply, including any applicable interest and/or late payment charge conditions.

2.6 Deposits and Advance Payments

Carrier does not require a deposit or advance payment from the Subscriber.

SECTION 3 – DESCRIPTION OF THE COMTECH 21, LLC SERVICE**3.1 Service Offerings**

The Carrier provides outbound, switched, Equal-Access, inter-LATA intrastate and domestic (interstate) and international voice long distance resale telecommunications services to small-to-medium sized business.

Customer Service toll free telephone number is 1 877-312-5564.

The Carrier will not offer any Alternate Operator Services at this time.

3.2. Timing of Calls

The Customer's long distance usage charge is based on the actual usage of COMTECH 21, LLC's network. Usage begins when the called party picks up the receiver. When the called party picks up is determined by hardware answer supervision in which the local telephone company sends a signal to the Primary Carrier's switch or the software utilizing audio tone detection. All call activity billed by COMTECH 21, LLC in Connecticut is hardware answer-supervised and thus constitutes in each case a completed call.

3.3 Incomplete Calls

There shall be no charge for incomplete calls. No charge will be levied for unanswered calls. Customers will receive credit for calls placed to a wrong number if the customer notifies the Company of the error.

3.4 Directory Assistance

Carrier does offer directory assistance services to its Carrier within the allowed areas of termination of its services.

3.5. Anti-Slamming

Applicant will not allow any "Slamming of Customers". COMTECH 21, LLC has not been the subject of investigation for unauthorized switching of a customer's long distance from one Carrier to another. COMTECH 21, LLC requires third party verification signatures of LOA's and automated or live third party verifications on requests to change a customer's presubscribed long distance carrier.

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SECTION 4 – RATES

- 4.1 Returned Check Charge - \$25.00

SECTION 5 SERVICE STANDARDS

- 5.1 Minimum Telephone Service Standards (MTSS)

“All telephone companies are subject to the commission’s rules for minimum telephone service standards (MTSS) found in chapter 4901:1-5 of the Administrative Code. Customers have certain rights and responsibilities under the Minimum Telephone Service Standards. These safeguards can be found in the Appendix to Ohio Adm. Code 4901:1-5-03, which is entitled “Telephone Customer Rights and Responsibilities.” These rights and responsibilities include complaint handling, ordering or changing service, service repair, payment of bills, and disconnection and reconnection of service.”

1. Local Exchange Service Regulations

1.1 Undertaking of the Company

- A The Company undertakes to provide the services in this tariff on the terms and conditions and at the rates and charges set forth herein. The services in this tariff are provided on a resale basis. Ameritech Ohio is the underlying incumbent local exchange carrier.
- B The Company is responsible under this tariff only for the services provided herein, and it assumes no responsibility for any service provided by any other entity, not including agents of the Company. Customers may use services provided under this tariff to obtain access to services offered by other service providers. However, this does not permit the Company to offer any services it purchased from Ameritech Ohio on a resale basis for resale to other carriers.
- C The Company will provide a toll-free number giving Customers access to service personnel 24 hours per day, 7 days per week.
- D The Company will comply with any applicable quality of service requirements according to Ohio laws and rules.

1.2 Terms and Conditions

- A 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. The Customer will be required to execute any other documents as may be reasonably requested by the Company.

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1. Local Exchange Service Regulations (cont'd)

1.2 Terms and Conditions (cont'd)

- B Service is provided for a minimum period of at least one month, 24 hours a day. A month is considered to have thirty days unless otherwise specified. At the expiration of the initial terms specified in each service order, or in any extension thereof, service shall continue on a month to month basis at the then current tariffed, month to month rates, unless terminated by the Customer. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- C This tariff shall be interpreted and governed by the laws of the State of Ohio without regard for the State's choice of laws provisions.
- D Another telephone company must not interfere with the right of any person or entity to obtain service directly from the Company.
- E The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- F The Customer has no property right to the telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business. Nothing in this provision shall be construed to be inconsistent with number portability requirements.

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1. Local Exchange Service Regulations (cont'd)

1.2 Terms and Conditions (cont'd)

- G In response to a subpoena or investigation or other demand issued or authorized by a court or government agency, the Company shall provide customer records and related information without further notice.

1.3 Notification of Service Affecting Activities

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

1. Local Exchange Service Regulations (cont'd)

1.4 Provision of Services

- A The Company will make 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. The Service installation shall be completed within five business days after a service order is placed.
- B The Company shall use reasonable efforts to maintain the services that it furnishes to the Customer. The Customer may not rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the services provided by the Company, except upon the written consent of the Company. The Customer may not permit others to rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the services provided by the Company, except upon the written consent of the Company.
- C The furnishing of service under this tariff is subject to the availability of all the necessary facilities.
- D Customer bears all responsibility in the event they utilize equipment not approved or authorized by the Company. Customer shall supply all electrical power and other utilities necessary to operate or use the services provided.

1. Local Exchange Service Regulations (cont'd)

1.4 Provision of Services (cont'd)

- E The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the services furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of services offered under this tariff and to the maintenance and operation of such services. Beyond this responsibility, the Company shall not be responsible for:
- (i) the transmission of signals by Customer provided equipment or for the quality of, or defects in such transmission; or
 - (ii) the reception of signals by Customer provided equipment; or
 - (iii) network control signaling where such signaling is performed by Customer provided network control signaling equipment.
- F At the Customer's request, installation and/or maintenance may be performed outside 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 to the Company will apply. If installation is started during regular business hours, but at the Customer's request extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

1. Local Exchange Service Regulations (cont'd)

1.5 Liability of the Company

- A The liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays or errors, other defects, or representations by the Company, or use of these services or damages arising out of the failure to furnish the service whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth below. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.
- B The Company's liability for willful misconduct, if established as a result of judicial or administrative proceedings, is not limited by this tariff. With respect to any other claim or suit, by a Customer or by any others, for damages associated with the ordering (including the reservation of any specific number for use with a service), installation (including delays thereof), provision, termination, maintenance, repair, interruption or restoration of any service offered under this tariff, and subject to the provisions of Section 1.7.2, the Company's liability, if any, shall be limited as provided herein.

1. Local Exchange Service Regulations (cont'd)

1.5 Liability of the Company

C The Company shall be indemnified, defended and held harmless against any claim, loss or damage arising from the use of service offered under this tariff, involving:

- (i) claims for libel, slander, invasions of privacy or infringement of copyright arising from any communication;
- (ii) claims for patent infringement arising from combining or using the service furnished by the Company in connection with facilities or equipment furnished by others; or
- (iii) claims for loss of profit; or
- (iv) all other claims arising out of any act or omission of others in the course of using services provided pursuant to this tariff.

D The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as its agent, to the Company's exchange access lines. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Company personnel, or the quality of service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the company may, upon written notice, terminate the Customer's service without liability.

1. Local Exchange Service Regulations (cont'd)

1.5 Liability of the Company

- F 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.

1.5.1 With Respect to Emergency Number 911 Service

A This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person for any personal injury to or death of any person or persons and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or defects in the provision of this service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any equipment and facilities furnishing this service.

Minimum Telephone Service Standards (MTSS) language: "All telephone companies are subject to the commission's rules for minimum telephone service standards (MTSS) found in chapter 4901:1-5 of the Administrative Code. Customers have certain rights and responsibilities under the Minimum Telephone Service Standards. These safeguards can be found in the Appendix to Ohio Adm. Code 4901:1-05, 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."

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1. Local Exchange Service Regulations (cont'd)

1.5 Liability of the Company

1.5.2 With Respect to Directory Listings

A In the absence of gross negligence or willful misconduct, and except for any allowances stated below, no liability for damages arising from errors or mistakes in or omissions of any directory listings, or errors or mistakes in or omissions of listings obtainable from the directory assistance operator, including errors in the reporting thereof, shall attach to the Company.

B An allowance for errors or mistakes in or omissions of any published directory listings or for errors or mistakes in or omissions of listings obtainable from the directory assistance operator shall be given as follows:

- (i) Free Listings: For free or non-charged published directory listings credit shall be given at the rate of three (3) times the monthly local service charge for an additional or charge listing affected for the life of the directory or the charge period during which the error, mistake or omission occurs.
- (ii) Charge Listings: For each additional or charge published directory listings, credit shall be given at the monthly tariff rate for each such listing for the life of the directory or the charge period during which the error, mistake or omission occurs.

1. Local Exchange Service Regulations (cont'd)

1.5 Liability of the Company

1.5.2 With Respect to Directory Listings (cont'd)

iii) **Operator Records:** For free or charge listings obtainable from records used by the directory assistance operator, upon notification to the Company of the error, mistake or omission in such records by the subscriber, the corrected information shall be placed in the files of directory assistance and intercept operators within two business days of discovery.

(iv) **Definitions:** As used in paragraphs (i), (ii) and (iii) above, the terms "error," "mistake," or "omission" shall refer to a discrepancy in the directory listing or directory assistance records which the Company has failed to correct and where the error affects the ability to locate a particular subscriber's correct telephone number. The terms shall refer to addresses only to the extent that an error, mistake or omission of an address places the subscriber on a street or community different from the one provided to the Company.

(v) **Notice:** Such allowances or credits as specified in paragraphs (i) and (ii) above, shall be given notice to the Company by the subscriber that such error, mistake or omission has occurred; provided, however, that when it was administratively feasible for the Company to have knowledge of such error, mistake or omission, the Company shall give credit without the requirement of notification by the subscribers.

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1. Local Exchange Service Regulations (cont'd)

1.6 Directory Listings

- A The Company will, as a service to the Customer, arrange for listing of Customer's phone number in the local white pages telephone directories, such listing to consist of one line of standard type. The Company's liability with respect to directory listings is set forth in Section 1.5.2 preceding. Customer must contact its yellow pages representative concerning its advertising in yellow pages directories.
- B When a Customer with a nonpublished telephone number, as defined herein, places a call to Emergency 911 Service, the 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 upon request of such governmental authority. By subscribing to service under this tariff, Customer acknowledges and agrees with the release of information as described above.

1. Local Exchange Service Regulations (cont'd)

1.7 Interruptions in Service

An interruption is deemed to have occurred when the phone lines of the underlying provider are inoperative. If a Customer reports a facility, service or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

1.7.1 Temporary Suspension for Maintenance

A The Company's underlying provider shall have the right to make necessary repairs or changes in its services at any time and will have the right to suspend or interrupt service temporarily for the purpose of making the necessary repairs or changes in its system. When such suspension or interruption of service for any appreciable period is necessary, the Company will give the Customers who may be affected as reasonable notice thereof as circumstances will permit, and will perform the work with reasonable diligence, and if practicable at times that will cause the Customer the least inconvenience. When the Company's services are being repaired or changed, it shall take appropriate precautions to avoid unnecessary interruptions of Customer's service.

1.7.2 Credit Allowance for Interruptions

A Interruptions of 24 hours or more are reported to or detected by the Company, and which are not due to negligence or willful act of the Customer are credited to the Customer at the pro rata monthly charge involved for each twenty-four hours or fraction thereof of interruption. Credit is not allowed for interruptions to service of less than 24 hours. Credit allowances for service outages that exceed 24 hours in duration will be rounded up to the next whole 24 hours.

1. Local Exchange Service Regulations (cont'd)

1.7 Interruptions in Service (cont'd)

1.7.3 Limitations on Credit Allowances

A No credit allowances will be made for:

- (i) interruptions due to the negligence of, or non-compliance with the provisions of this Tariff by the Customer; and
- (ii) interruptions that are restored less than 24 hours after the interruption is reported or discovered by the Company.

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1. Local Exchange Service Regulations (cont'd)

1.8 Obligations of the Customer

A The Customer shall be responsible for:

- (i) the payment of all applicable charges pursuant to this tariff;
- (ii) 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 services.

1. Local Exchange Service Regulations (cont'd)

1.8 Obligations of the Customer (cont'd)

1.8.1 Claims

A With respect to any service provided by the Company, Customer shall indemnify, defend and hold the Company harmless from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorney's fees for:

- (i)** Any loss, destruction or damage to property of the Company or any third party, or the death or injury to persons, including, but not limited to employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or
- (ii)** Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by Customer, including, without limitation, use of the Company's services in a manner not contemplated by the agreement between the Customer and the Company.

1. Local Exchange Service Regulations (cont'd)

1.8 Obligations of the Customer (cont'd)

1.8.2 Station Equipment

A The Customer is responsible for providing and maintaining any terminal equipment on the Customer premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations. The Company will, where practicable, notify the Customer that temporary discontinuance of the use of a service be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair the Company's right to discontinue forthwith the use of a service temporarily if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the discontinuance, credit allowance for service interruptions as set forth in Section 1.7.2 is not applicable.

1. Local Exchange Service Regulations (cont'd)

1.8 Obligations of the Customer (cont'd)

1.8.3 Interconnection of Facilities

A Any special interface equipment necessary to achieve compatibility between the facilities used by the Company for furnishing local exchange service, and the channels, facilities or equipment of others may be provided at the Customer's expense. Customer shall be liable for damages resulting from Customer's use of non-compatible equipment.

B Local services may be connected to the services or facilities of other communication carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communication carriers that are applicable to such connections.

C Services furnished under this tariff may be connected to Customer provided terminal equipment in accordance with the provisions of this tariff.

1. Local Exchange Service Regulations (cont'd)

1.8 Obligations of the Customer (cont'd)

1.8.4 Inspections

A Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the customer is complying with the requirements set forth in Section 1.8.2 for the installation, operation, and maintenance of Customer-provided facilities. No credit will be allowed for any interruptions occurring during such inspections.

B If the protective requirements for the Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its services and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice the customer must take this corrective action. Within ten days of receiving this notice the customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its services and personnel from harm. The Company will, upon request twenty-four (24) hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

1. Local Exchange Service Regulations (cont'd)

1.9 Payment Arrangements

1.9.1 Deposit

Applicants for service may be required prior to establishing service to provide the Company a security deposit. The deposit requested will be in cash or the equivalent of cash, and will be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. Reestablishment of credit for service will be in accordance with Rule 4901:1-17-04. Additional requirements may be found in Section 1.9.2 of this tariff.

1.9.2 Payments and Billing

Service is provided and billed on a billing cycle basis, beginning on the date that service becomes effective. Billing is payable upon receipt. Interest at the rate of 1.5% per billing cycle, or the amount otherwise authorized by law, whichever is lower, will accrue upon any unpaid amount commencing 30 days after rendition of bills.

1.9.3 Late Charge

A late payment charge of 1.5% is not applicable to subsequent rebilling of any amount to which a late payment charge has already been applied. Late charges are to be applied without discrimination.

1.9.4 Returned Check Charge

A \$25.00 fee will be charged whenever a check or draft presented for payment for service is not accepted by the institution on which it is written.

1. Local Exchange Service Regulations (cont'd)

1.9 Payment Arrangements (cont'd)

1.9.5 Disputed Bills

A The Customer shall notify the Company of any disputed items on a bill within a reasonable period of time after receipt of the bill. The existence of a disputed amount does not relieve the customer of their obligation to pay current charges. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Commission in accordance with the Commission's rules of procedure.

B The date of the dispute shall be the date the Company receives sufficient documentation to enable it to investigate the dispute.

C The date of the resolution is the date the Company completes its investigation and notifies the Customer of the disposition of the dispute.

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180 E. Broad Street
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Revised Date: April 21, 2009

Effective Date: March 9, 2009

Laura Matosian, Vice-President Operations
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1. Local Exchange Service Regulations (cont'd)

1.10 Discontinuance of Service

- A Upon any termination of the communication service agreement, the listed directory number of the Customer may at the Company's discretion be returned to the Customer.

1.10.1 Discontinuance of Service by the Company

- A The Company may discontinue or suspend service to Customer upon seven (7) days prior written notice and no sooner than fourteen (14) days from due date on bill without incurring any liability for the following reasons:

- (i) Upon non-payment of any amounts owing to the Company for local exchange services which is not in dispute; or
- (iii) Upon failure of the Customer to provide the Company reasonable access to its equipment and property; or
- (iv) Upon failure of the Customer to comply with municipal ordinances or other laws pertaining to telecommunications services.

1. Local Exchange Service Regulations (cont'd)

1.10 Discontinuance of Service (cont'd)

1.10.1 Discontinuance of Service by the Company (cont'd)

B The Company may discontinue service to Customer immediately and without notice for any of the following reasons without incurring liability:

- (i) In the event of tampering with the Company's equipment, facilities or property in any way; or
- (ii) In the event of a condition determined to be hazardous to the Customer, to other customers of the Company; to the public, or to employees of the Company; or
- (iii) In the event of Customer's use of service in such a manner as to adversely affect the Company's service to others.

C The discontinuance of service by the Company pursuant to this section does not relieve the Customer of any obligation to pay the Company for charges due and owing for any service(s) as requested by the Customer up to discontinuance of service.

D Upon the Company's discontinuance of service to Customer pursuant to this section, all applicable charges, including termination charges, shall become due. This is in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff.

1. Local Exchange Service Regulations (cont'd)

1.10 Discontinuance of Service (cont'd)

1.10.1 Discontinuance of Service by the Company (cont'd)

- D For purposes of this section (1.10.1), all regulated telephone services provided by the Company shall be defined as local service.
- E The Company may disconnect Customer's local service for nonpayment of charges incurred for local service. Such disconnection must be conducted pursuant to all applicable minimum telephone service standards.
- F The Company is prohibited from disconnecting any Customer's local service for nonpayment of charges incurred by the Customer for toll service.
- G Partial payments by a Customer to the Company will be apportioned by the Company to the Company's regulated local service charges first before being applied by the Company to any toll charges and will be apportioned to regulated telephone service charges first before being applied to charges for nonregulated services.

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1. Local Exchange Service Regulations (cont'd)

1.11 Restoral of Service

- A An applicant for service who previously has been a customer of the utility and whose service was suspended because of nonpayment will be charged a \$30.00 and any outstanding charges prior to being reconnected.

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1. Local Exchange Service Regulations (cont'd)

1.12 Transfers and Assignments

- A Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties, upon the approval, with an appropriate application with the PUCO, (i) to any subsidiary, parent Company affiliate of the Company; (ii) pursuant to any sale or transfer of substantially all the assets of the Company; or (iii) pursuant to any financing, merger or reorganization of the Company.

1.13 Notices and Communications

- A The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- B 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 Company may designate an address on the bill for service to which the Customer shall mail payment for that bill.
- C All notices or other written 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 have been presumed to have been delivered to the party on the third business day following the 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 comes first.

1. Local Exchange Service Regulations (cont'd)

- D The Company or 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 notices set forth herein.

1.14 Promotional Offers

- A The Company may, from time to time, make promotional offerings of its services. The promotional offerings may be limited as to the duration, the date and times of the offering and the locations where the offerings are made and shall be conducted in accordance with the provisions of state rules and regulations. The only limitation upon a promotional offering shall be that the waiver of any charges other than a nonrecurring charge shall be limited to 90 calendar days on a per customer basis. All promotions will be added to the tariff as an addendum to the price list.

1.15 Individual Case Basis (ICB) Arrangements

- A Arrangements will be developed on a case-by-case basis in response to a bona fide request or prospective Customer to develop a competitive bid for a service not generally offered under this tariff. ICB rates will be offered to the Customer's in writing and on a non-discriminatory basis, and will be filed with the Commission for approval.

1.16 Customer Service

- A Customer service personnel are available twenty-four (24) hours a day, seven days a week and may be reached toll-free.