



May 18, 2011
Via Electronic Filing

Ms. Renee Jenkins, Commission Secretary
Docketing Division
Public Utilities Commission of Ohio
180 East Broad Street, 13th Floor
Columbus, Ohio 43215-3793

RE: ACN Communication Services, Inc.
Application to Detariff
Case No. 11-2994-TP-ATA; TRF Docket No. 90-9227-TP-TRF

Dear Ms. Jenkins:

Enclosed for filing on behalf of ACN Communication Services, Inc. ("ACN" or "Company") is the Telecommunications Application Form for Detariffing and Related Actions along with a replacement local exchange tariff, P.U.C.O Tariff No. 5, submitted pursuant to the Commission Implementation Order in Case No. 10-1010-TP-ORD. The Company respectfully requests an effective date of May 19, 2011.

Included with this filing are the following documents:

Application for Detariffing and Related Actions
Exhibit A - Superseded Tariff Pages
Exhibit B - Proposed Tariff Pages
Exhibit C - Summary of Changes
Exhibit D - Customer Notice
Exhibit E - Affidavit of Notice

Any questions regarding this filing may be directed to my attention at (407) 740-3031 or via email to sthomas@tminc.com.

Sincerely,

/s/ Sharon Thomas

Sharon Thomas,
Consultant to ACN Communication Services, Inc.

ST/sp

cc: S. Williams - ACN
file: ACN - OH Local
tms: OHf1102

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

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

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

TRF Docket No. 90-9227

Case No. **11-2994-TP- ATA**

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

Name of Registrant(s) ACN Communication Services, Inc.

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

Address of Registrant(s) 1000 Progress Place NE, Concord, North Carolina 28025

Company Web Address www.acninc.com

Regulatory Contact Person(s) Jeremy Smuckler, General Counsel – North America Phone 704-260-3000 Fax 704-260-3625

Regulatory Contact Person's Email Address jsmuckle@acninc.com

Contact Person for Annual Report Anthony Solomon, Transaction Tax Manager Phone 704-260-3000

Address (if different from above) _____

Consumer Contact Information Delores Fafinski, Manager Customer Service

Phone 704-260-3000

Address (if different from above) _____

Part I – Tariffs

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

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

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

Part II – Exhibits

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

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

Part III. – Attestation

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

AFFIDAVIT

Compliance with Commission Rules

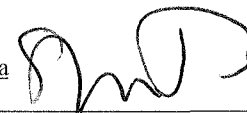
I am an officer/agent of the applicant corporation, ACN Communication Services, Inc., and am authorized to make this statement on its behalf.
(Name)

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

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

Executed on (Date) May 18, 2011

at (Location) Maitland, Florida



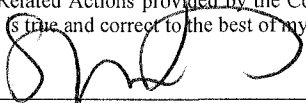
Sharon Thomas, Consultant to
ACN Communication Services, Inc.

(Date) May 18, 2011

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

VERIFICATION

I, Sharon Thomas, Consultant to ACN Communication Services, Inc., 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.



Sharon Thomas, Consultant to ACN Communication Services, Inc. (Date) May 18, 2011

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

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

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

Or

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

ACN Communication Services, Inc.

EXHIBIT A

Existing Affected Tariff Pages

This P.U.C.O. Tariff No. 4 issued by ACN Communication Services, Inc., cancels and replaces P.U.C.O. Tariff No. 2 issued by ACN Communication Services, Inc.

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES
APPLYING TO LOCAL EXCHANGE SERVICE
WITHIN THE STATE OF OHIO

This Tariff describes the Company's Regulated Local Service Tier 1 Terms, Conditions, Payments and Rates and Charges required in conformance with Competitive Retail Telephone Rules (Case No. 06-1345-TP-ORD). The Company provides certain Tier 2, regulated services which are not required in the Company's tariff on file with the Public Utilities Commission of Ohio (Rule 4901:1-06-05(g)).

The Customer may view the Detariffed / Nonregulated Services not included in this tariff on the Company's website at:

www.acninc.com

This tariff contains the descriptions, regulations, and rates applicable to the provision of local exchange telecommunications services provided by ACN Communication Services, Inc. with principal offices at 1000 Progress Place NE, Concord, North Carolina 28025 for services furnished within the State of Ohio. This tariff is on file with the Public Utility Commission of Ohio, and copies may be inspected, during normal business hours, at the Company's principal place of business.

(T)

Issued: April 14, 2009

Effective: May 15, 2009

Issued by:

Richard Boughrum

Treasurer/CFO

1000 Progress Place NE

Case No. 09-317-TP-ATA

Concord, North Carolina 28025

OHf0902

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CHECK SHEET

Pages of this tariff are effective as of the date shown at the bottom of the respective page(s). Original and revised pages 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.

SECTION	PAGE	REVISION	SECTION	PAGE	REVISION
	Title	1 st Revised	2	16	Original
Preface	1	Original	2	17	Original
Preface	2	4 th Revised *	2	18	Original
Preface	3	3 rd Revised *	2	19	Original
Preface	4	Original	2	20	Original
Preface	5	Original	2	21	1 st Revised
Preface	6	Original	2	22	Original
1	1	Original	2	23	Original
1	2	Original	2	24	Original
1	3	Original	2	25	Original
1	4	Original	2	26	Original
1	5	Original	2	27	Original
2	1	Original	2	28	Original
2	2	Original	2	29	Original
2	3	Original	2	30	Original
2	4	Original	2	31	Original
2	5	Original	2	32	Original
2	6	Original	2	33	Original
2	7	Original	2	34	Original
2	8	Original	2	35	Original
2	9	Original	2	36	Original
2	10	Original	2	37	Original
2	11	Original	2	38	Original
2	12	Original	2	39	Original
2	13	Original	2	40	Original
2	14	Original	2	41	Original
2	15	Original			

* - indicates those pages included with this filing.

Issued: November 2, 2009

Effective: November 19, 2009

Issued by:

Brian Krass
Treasurer/CFO
1000 Progress Place NE
Concord, NC 28025

OHf0905

CHECK SHEET, (CONT'D.)

SECTION	PAGE	REVISION	SECTION	PAGE	REVISION
3	1	Original	6	6	Original
4	1	Original	6	7	Original
4	2	Original	6	8	Original
4	3	Original	6	9	Original
4	4	Original	6	10	Original
4	5	Original	6	11	1 st Revised
4	6	Original	6	12	Original
4	7	Original	6	13	Original
4	8	Original	6	14	Original
5	1	Original	6	15	Original
5	2	Original	6	16	Original
5	3	Original	6	17	Original
5	4	Original	6	18	Original
5	5	Original	6	19	Original
5	6	Original	6	20	Original
5	7	Original	6	21	Original
5	8	Original	7	1	Original
5	9	Original	8	1	Original
5	10	Original	8	2	Original
5	11	Original	8	3	Original
5	11.1	Original	8	4	Original
5	11.2	Original	8	5	Original
5	11.3	Original	8	6	Original
5	12	Original	8	7	Original
5	13	Original	8	8	Original
6	1	1 st Revised *	8	9	Original
6	2	1 st Revised *	8	10	Original
6	3	1 st Revised *	8	11	Original
6	4	1 st Revised			
6	4.1	Original			
6	5	Original			

* - indicates those pages included with this filing

Issued: November 2, 2009

Effective: November 19, 2009

Issued by:

Brian Krass
Treasurer/CFO
1000 Progress Place NE
Concord, NC 28025

OHf0905

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

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

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

Issued: April 3, 2008

Issued by:

Daniel Crowley
Vice President - Finance
32991 Hamilton Court
Farmington Hills, MI 48334

Effective: April 3, 2008

ohl0802

APPLICATION OF TARIFF

This tariff filed by the Company describes the Regulated Local Service Tier 1 Terms, Conditions, Payments and Rates and Charges required in conformance with Competitive Retail Telephone Rules (Case No. 06-1345-TP-ORD). Services will be provided in compliance with Minimum Telephone Services Standards. The Company provides certain Tier 2, regulated services which are not required in the Company's tariff on file with the Public Utilities Commission of Ohio (Rule 4901: 1-06-05(g)).

The Customer may view the Detariffed / Nonregulated Services not included in this tariff on the Company's website at:

www.acninc.com

All telephone companies are subject to the Commission's rules for Minimum Telephone Service Standards (MTSS) found in Chapter 4901:1-5 of the Ohio Administrative Code. Customers have certain rights and responsibilities under the Minimum Telephone Service Standards. These safeguards can be found in the Appendix to Ohio Administrative 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."

The applicable requirements of the Ohio Administrative Code and the Ohio Revised Code apply to the operations of the Company. The Company will comply with the Commission's policies and requirements for persons with communications disabilities and privacy and number disclosure requirements covered in subject cases. Any changes in terms or conditions of this tariff and/or operations of the Company will generate an obligation of the Company to provide notice of such changes in accordance with the Commission's Rules.

SERVICE AREA DESCRIPTION

ACN will offer service in those areas currently served by Ameritech Ohio, Verizon North, Inc., Cincinnati Bell Telephone Company and United of Ohio d/b/a Sprint. This tariff is effective only where an interconnection agreement is effective between ACN and the underlying carrier. Specific service area information may be found in Section 3 of this tariff.

Issued: April 3, 2008

Issued by:

Daniel Crowley
Vice President - Finance
32991 Hamilton Court
Farmington Hills, MI 48334

Effective: April 3, 2008

ohl0802

TARIFF FORMAT

A. Page Numbering - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.

B. Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14. Because of various suspension periods, deferrals, etc., the most current page number on file with the Commission is not always the tariff page in effect. 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 Sheets - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages 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 page if these are the only changes made to it (i.e., the format, etc. remain 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 page is the most current on file with the Commission.

SECTION 1.0 - DEFINITIONS

ACN - Refers to ACN Communication Services, Inc., issuer of this tariff.

Access Line - An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects a Customer's location to Carrier's location or switching center.

Account Codes - Permits Centrex Stations and attendants to dial an account code number of up to eight digits. For use when placing calls over facilities arranged for Automatic Message Accounting (AMA) recording. The account or project number must be input prior to dialing the called number.

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

Authorization Code - A numerical code, one or more of which may be assigned to a Customer, to enable Carrier to identify the origin of service of the Customer so it may rate and bill the call. All authorization codes shall be the sole property of Carrier and no Customer shall have any property or other right or interest in the use of any particular authorization code. Automatic numbering identification (ANI) may be used as or in connection with the authorization code.

Authorized User - A person, firm or corporation authorized by the Customer to be an end-user of the service of the Customer.

Automatic Numbering Identification (ANI) - A type of signaling provided by a local exchange telephone company which automatically identifies the local exchange line from which a call originates.

Commission - Public Utility Commission of Ohio.

Common Carrier - An authorized company or entity providing telecommunications services to the public

Company - ACN Communication Services, Inc., the issuer of this tariff.

Customer - The person, firm or corporation that orders service and is responsible for the payment of charges and compliance with the terms and conditions of this tariff.

SECTION 1.0 - DEFINITIONS, (CONT'D.)

Customer Premises - A location designated by the Customer for the purposes of connecting to the Company's services.

Customer Terminal Equipment - Terminal equipment provided by the Customer.

Deposit - Refers to a cash or equivalent of cash security held as a guarantee for payment of the charges.

End Office - The LEC switching system office or serving wire center where Customer station loops are terminated for purposes of interconnection to each other and/or to trunks.

Equal Access - A form of dialed access provided by local exchange companies whereby interexchange calls dialed by the Customer are automatically routed to the Company's network. Presubscribed Customers may also route interexchange calls to the Company's network by dialing an access code supplied by the Company.

Exchange Telephone Company or Telephone Company - Denotes any individual, partnership, association, joint-stock company, trust, or corporation authorized by the appropriate regulatory bodies to engage in providing public switched communication service throughout an exchange area, and between exchange areas within the LATA.

ICB - Individual Case Basis.

IXC or Interexchange Carrier - A long distance telecommunications services provider.

SECTION 1.0 - DEFINITIONS, (CONT'D.)

Interruption - The inability to complete calls due to equipment malfunctions or human errors. Interruption shall not include, and no allowance shall be given for service difficulties such as slow dial tone, circuits busy or other network and/or switching capability shortages. Nor shall Interruption include the failure of any service or facilities provided by a common carrier or other entity other than the Carrier. Any Interruption allowance provided within this Tariff by Carrier shall not apply where service is interrupted by the negligence or willful act of the Customer, or where the Carrier, pursuant to the terms of this Tariff, terminates service because of non-payment of bills, unlawful or improper use of the Carrier's facilities or service, or any other reason covered by this Tariff or by applicable law.

LATA - A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4, or its successor tariff(s).

LEC - Local Exchange Company refers to the dominant, monopoly local telephone company in the area also served by the Company.

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

MOU - Minutes of Use.

MTSS - Minimum Telephone Service Standards

NECA - National Exchange Carriers Association.

Non-Recurring Charge ("NRC") - The initial charge, usually assessed on a one-time basis, to initiate and establish service.

Issued: April 3, 2008

Issued by:

Daniel Crowley
Vice President - Finance
32991 Hamilton Court
Farmington Hills, MI 48334

Effective: April 3, 2008

oh10802

SECTION 1.0 - DEFINITIONS, (CONT'D.)

PBX - Private Branch Exchange

PIN - Personal Identification Number. See Authorization Code.

Point of Presence ("POP") - Point of Presence.

P.U.C.O. - Public Utilities Commission of Ohio.

Recurring Charges - Monthly charges to the Customer for services, and equipment, which continues for the agreed upon duration of the service.

Service - Any means of service offered herein or any combination thereof.

Service Order - The written request for Company services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order Form by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff.

Serving Wire Center - A specified geographic point from which the vertical and horizontal coordinate is used in calculation of airline mileage.

Shared Inbound Calls - Refers to calls that are terminated via the Customer's Company-provided local exchange line.

Shared Outbound Calls - Refers to calls in Feature Group (FGD) exchanges whereby the Customer's local telephone lines are presubscribed by the Company to the Company's outbound service such that "1 + 10-digit number" calls are automatically routed to the Company's or an IXC's network. Calls to stations within the Customer's LATA may be placed by dialing "10XXX" or "101XXXX" with 1 + 10-digit number."

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Effective: April 3, 2008

ohl0802

SECTION 1.0 - DEFINITIONS, (CONT'D.)

Station - The network control signaling unit and any other equipment provided at the Customer's premises which enables the Customer to establish communications connections and to effect communications through such connections.

Subscriber - The person, firm, partnership, corporation, or other entity who orders telecommunications service from ACN. Service may be ordered by, or on behalf of, those who own, lease or otherwise manage the pay telephone, PBX, or other switch vehicle from which an End User places a call utilizing the services of the Company.

Switched Access Origination/Termination - Where access between the Customer and the interexchange carrier is provided on local exchange company Feature Group circuits and the connection to the Customer is a LED-provided business or residential access line. The cost of switched Feature Group access is billed to the interexchange carrier.

Terminal Equipment - Any telecommunications equipment other than the transmission or receiving equipment installed at a Company location.

Usage Charges - Charges for minutes or messages traversing over local exchange facilities.

User or End User - A Customer, Joint User, or any other person authorized by a Customer to use service provided under this tariff.

SECTION 2.0 - REGULATIONS**2.1 Undertaking of the Company****2.1.1 Scope**

The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission between points within the state of Ohio.

Customer may use services and facilities provided under this tariff to obtain access to services offered by other service providers. The Company is responsible under this tariff only for the services and facilities provided herein, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own Customers.

2.1.2 Shortage of Equipment or Facilities

- A.** The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- B.** The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

SECTION 2.0 - REGULATIONS, (CONT'D.)**2.1 Undertaking of the Company, (Cont'd.)****2.1.3 Terms and Conditions**

- A.** Service is provided on the basis of a minimum period of one month, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have 30 days.
- B.** Except as otherwise stated in this tariff, Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- C.** At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month-to-month basis at the then current rates unless terminated by either party upon notice. 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 that by their nature extend beyond the termination of the term of the service order shall survive such termination.
- D.** Service may be terminated upon written notice to the Customer, pursuant to Minimum Telephone Service Standards (MTSS) as codified Chapter 4901:1-5 of the Ohio Administrative Code, if:
 - .1** the Customer is using the service in violation of this tariff; or
 - .2** the Customer is using the service in violation of the law.
- E.** This tariff shall be interpreted and governed by the laws of the state of Ohio regardless of its choice of laws provision.

SECTION 2.0 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.3 Terms and Conditions, (Cont'd.)

- F.** Any other Telephone Company may not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.
- G.** To the extent that either the Company or any other telephone company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its Customers. At the reasonable request of either party, the Company and the other telephone company shall join the attempt to obtain from the owner of the property access for the other party to serve a person or entity.

SECTION 2.0 - REGULATIONS, (CONT'D.)**2.1 Undertaking of the Company, (Cont'd.)****2.1.4 Limitations on Liability**

- A.** Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.6 and the Minimum Telephone Service Standards as codified Chapter 4901:1-5 of the Ohio Administrative Code.
- B.** Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- C.** The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed. In addition, and in accordance with Minimum Telephone Service Standards as codified Chapter 4901:1-5 of the Ohio Administrative Code interest of at least 5% per annum will be paid in the event of a customer over charge.

SECTION 2.0 - REGULATIONS, (CONT'D.)**2.1 Undertaking of the Company, (Cont'd.)****2.1.4 Limitations on Liability, (Cont'd.)**

- D.** The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to:
- .1** Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers or warehousemen, except as contracted by the Company;
 - .2** Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to: fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
 - .3** Any unlawful or unauthorized use of the Company's facilities and services;
 - .4** Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the material transmitted by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services;
 - .5** Breach in the privacy or security of communications transmitted over the Company's facilities;

SECTION 2.0 - REGULATIONS, (CONT'D.)**2.1 Undertaking of the Company, (Cont'd.)****2.1.4 Limitations on Liability, (Cont'd.)****D. (Cont'd.)**

- .6 Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in paragraph A. of this Subsection 2.1.4.
- .7 Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;
- .8 Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;
- .9 Any noncompletion of calls due to network busy conditions;
- .10 Any calls not actually attempted to be completed during any period that service is unavailable;
- .11 And any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of the Company's services or facilities.

SECTION 2.0 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Limitations on Liability, (Cont'd.)

- E.** The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.
- F.** The Company makes no warranties or representations, EXPRESS OR IMPLIED, either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.
- G.** Failure by the Company to assert its rights pursuant to one provision of this rate sheet does not preclude the Company from asserting its rights under other provisions.
- H. Directory Errors** - In the absence of gross negligence or willful misconduct, no liability for damages arising from errors or mistakes in or omissions of directory listings, or errors or mistakes in or omissions of listing obtainable from the directory assistance operator, including errors in the reporting thereof, shall attach to the Company. An allowance for errors or mistakes in or omissions of published directory listings or for errors or mistakes in or omissions of listing obtainable from the directory assistance operator shall be, in accordance with the Minimum Telephone Service Standards as codified Chapter 4901:1-5 of the Ohio Administrative Code, a credit of not less than three months local service charges. Such credit shall not apply in cases where the Customer has provided such listing information after the deadline for directory publication.

SECTION 2.0 - REGULATIONS, (CONT'D.)**2.1 Undertaking of the Company, (Cont'd.)****2.1.4 Limitations on Liability, (Cont'd.)****I. With respect to Emergency Number 911 Service:**

- .1** 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 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 other defects in the provision of service, of (2) installation, operation, failure to operate, maintenance, removal, presence, condition, local or use of any equipment and facilities furnishing this service.
- .2** Neither is the Company responsible for any infringement, nor invasion of the right of privacy of any person or persons, caused or claimed to have been caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 service features and the equipment associated therewith, or by any services furnished by the Company, including, but not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its users, agencies or municipalities, or the employees or agents of any one of them.

SECTION 2.0 - REGULATIONS, (CONT'D.)**2.1 Undertaking of the Company, (Cont'd.)****2.1.4 Limitations on Liability, (Cont'd.)****I. With respect to Emergency Number 911 Service, (Cont'd.)**

.3 When a Customer with a nonpublished telephone number, as defined herein, places a call to the 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 emergency 911 service upon request of such governmental authority. By subscribing to service under this rate sheet, the Customer acknowledges and agrees with the release of information as described above.

J. 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.

2.1.5 Notification of Service-Affecting Activities

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

SECTION 2.0 - REGULATIONS, (CONT'D.)**2.1 Undertaking of the Company, (Cont'd.)****2.1.6 Provision of Equipment and Facilities**

- A.** The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in this tariff and the MTSS. Any applicable installation credit will be provided in compliance with Minimum Telephone Service Standards as codified Chapter 4901:1-5 of the Ohio Administrative Code.
- B.** The Company shall use reasonable efforts to maintain the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- C.** The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- D.** Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which it was provided.
- E.** The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the Premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

SECTION 2.0 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.6 Provision of Equipment and Facilities, (Cont'd.)

- F.** The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
- .1** the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
 - .2** the reception of signals by Customer-provided equipment.

SECTION 2.0 - REGULATIONS, (CONT'D.)**2.1 Undertaking of the Company, (Cont'd.)****2.1.7 Non-routine Installation**

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.

2.1.8 Special Construction

Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is that construction undertaken:

- A. where facilities are not presently available to provide service other than basic service;
- B. of a type other than that which the Company would normally utilize in the furnishing of its services;
- C. over a route other than that which the Company would normally utilize in the furnishing of its services;
- D. in a quantity greater than that which the Company would normally construct;
- E. on a temporary basis until permanent facilities are available;

2.1.9 Ownership of Facilities

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

SECTION 2.0 - REGULATIONS, (CONT'D.)

2.2 Prohibited Uses

- 2.2.1** The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.2** The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and Commission regulations, policies, orders, and decisions.
- 2.2.3** The Company may block any signals being transmitted over its Network by Customers that cause interference to the Company or other users. Customer shall be relieved of all obligations to make payments for charges relating to any blocked Service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.
- 2.2.4** A customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this tariff will apply.

SECTION 2.0 - REGULATIONS, (CONT'D.)**2.3 Obligations of the Customer****2.3.1 General**

The Customer is responsible for making proper application for service; placing any necessary order, complying with tariff regulations; payment of charges for services provided. Specific Customer responsibilities include, but are not limited to the following:

- A. the payment of all applicable charges pursuant to this tariff;
- B. reimbursing the Company for damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- C. providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- D. obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduits necessary for installation of fiber optic cable and associated equipment used to provide Communication Services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1(C.)
Any and all costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;

SECTION 2.0 - REGULATIONS, (CONT'D.)**2.3 Obligations of the Customer, (Cont'd.)****2.3.1 General, (Cont'd.)**

- E.** providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. asbestos) prior to any construction or installation work;
- F.** complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1D.; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- G.** not creating, or allowing to be placed, any liens or other encumbrances on the Company's equipment or facilities; and
- H.** making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

SECTION 2.0 - REGULATIONS, (CONT'D.)

2.3 Obligations of the Customer, (Cont'd.)

2.3.2 Claims

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

- A.** any loss, destruction or damage to property of the Company or any third party, or the death of or injury to persons, including, but not limited to, employees or invitees of either the Company or the Customer, 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
- B.** any claim, loss damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary of intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a name not contemplated by the agreement between the Customer and the Company.

SECTION 2.0 - REGULATIONS, (CONT'D.)**2.4 Customer Equipment and Channels****2.4.1 General**

A Customer may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A Customer may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.

2.4.2 Station Equipment

- A. Terminal equipment on the Customer's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company Point of Connection.
- B. The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense, subject to prior Customer approval of the equipment expense.

SECTION 2.0 - REGULATIONS, (CONT'D.)

2.4 Customer Equipment and Channels, (Cont'd.)

2.4.3 Interconnection of Facilities

- A.** Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communication Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- B.** Communication Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers that are applicable to such connections.
- C.** Facilities furnished under this tariff may be connected to Customer-provided terminal equipment in accordance with the provisions of this tariff.

SECTION 2.0 - REGULATIONS, (CONT'D.)

2.4 Customer Equipment and Channels, (Cont'd.)

2.4.4 Inspections

- A.** Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2A. for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- B.** If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

SECTION 2.0 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements

2.5.1 Payment for Service

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer and to all Authorized Users by the Customer, regardless of whether those services are used by the Customer itself or are resold to or shared with other persons.

The security of the Customer's PIN is the responsibility of the Customer. All calls placed using a PIN shall be billed to and shall be the obligation of the Customer. The Customer shall not be responsible for charges in connection with the unauthorized use of PINs arising after the Customer notifies the Company of the loss, theft, or other breach of security of such PINs.

Customers will only be charged once, on either an interstate or intrastate basis, for any nonrecurring charges.

SECTION 2.0 - REGULATIONS, (CONT'D.)**2.5 Payment Arrangements****2.5.2 Billing and Collection of Charges**

Bills will be rendered monthly to Customer. The Company's bills and billing practices will comply with Minimum Telephone Service Standards as codified Chapter 4901:1-5 of the Ohio Administrative Code.

A. Late Payment

Amounts not paid within thirty (30) days after the date of the invoice, but no sooner than nineteen (19) days after the postmark on the bill, are considered past due, and a late payment penalty shall be due the Company. The late payment penalty shall be \$5.00 or that portion of the payment of regulated charges not received by the due date minus any charges billed as local taxes, multiplied by 1.5%, whichever is greater. Late fees will not be applied to disputed charges, service establishment charges for Lifeline services and will not be assessed on any previous late fees included in the amount due.

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(I)
(I)
(N)
|
(N)

Issued: April 14, 2009

Effective: May 15, 2009

Issued by:

Richard Boughrum
Treasurer/CFO
1000 Progress Place NE
Concord, North Carolina 28025

Case No. 09-317-TP-ATA

OHf0902

SECTION 2.0 - REGULATIONS, (CONT'D.)**2.5 Payment Arrangements****2.5.2 Billing and Collection of Charges, (Cont'd.)****B. Returned Check**

The Customer will be assessed a charge for each check submitted by the Customer to the Company that a financial institution refuses to honor.

Maximum
\$40.00

Current
\$25.00

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Daniel Crowley
Vice President - Finance
32991 Hamilton Court
Farmington Hills, MI 48334

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SECTION 2.0 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.3 Disputed Bills

Disputed bills will be handled in compliance with the Minimum Telephone Service Standards as codified Chapter 4901:1-5 of the Ohio Administrative Code.

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SECTION 2.0 - REGULATIONS, (CONT'D.)**2.5 Payment Arrangements, (Cont'd.)****2.5.4 Advance Payments**

The Company may require a Customer to make an Advance Payment for special construction before a specific service or facility is furnished. The Advance payment will not exceed an amount equal to the non-recurring charge(s) for special construction for the service or facility. The Advance Payment will be credited to the Customer's initial bill. An Advance Payment may be required in addition to a Deposit.

2.5.5 Deposits

- A.** To safeguard its interests, the Company may, in accordance with Sections 4901:1-17-04 and 4901:1-5 of the Ohio Administrative Code, require a Customer to make a deposit prior to or at any time after the provision of service to the Customer to be held by the Company as a guarantee of the payment of rates and charges. A deposit may be required if the Customer does not otherwise satisfactorily establish credit under the criteria set forth in Section 4901:1-17 of the Ohio Administrative Code. No such deposit will be required of a Customer that has established satisfactory credit. All deposits will be handled in accordance with the provisions of the Minimum Telephone Service Standards as codified Chapter 4901:1-5 of the Ohio Administrative Code. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation.
- B.** The deposit will not exceed an amount equal to two month's average monthly bill for all regulated local exchange services for the ensuing twelve months, plus thirty percent (30%) of estimated monthly recurring charges.

SECTION 2.0 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.5 Deposits, (Cont'd.)

- C. A deposit may be required in addition to an Advance Payment.
- D. When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded within 45 days from the date of termination. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account.
- E. Deposits held for 180 days or longer will accrue interest in accordance with Section 4901:1 1-17-05 of the Ohio Administrative Code and will be refunded to the Customer after twelve consecutive months if, in accordance with the Ohio Administrative Code section 4901:1-17-06(B) the following conditions are met: a) the Customer must have paid the bill for twelve consecutive months without having service discontinued for nonpayment; b) the Customer must not have been late in paying the bill more than two times within a twelve month period; and c) the Customer must not be delinquent in bill payment at the end of the twelve month period.

SECTION 2.0 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.6 Discontinuance of Service

Discontinuance of service will be in compliance with the Minimum Telephone Service Standards as codified Chapter 4901:1-5 of the Ohio Administrative Code.

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SECTION 2.0 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

[Reserved for Future use]

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SECTION 2.0 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

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SECTION 2.0 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

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SECTION 2.0 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

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SECTION 2.0 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

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SECTION 2.0 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

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SECTION 2.0 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.7 Cancellation of Application for 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:

- A. Where the Company has notified a Customer or prospective Customer of the possibility that special expenses may be incurred in connection with provisioning their 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.

SECTION 2.0 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.8 Changes in Service Requested

Changes in service will be handled in compliance with the Minimum Telephone Service Standards as codified Chapter 4901:1-5 of the Ohio Administrative Code.

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SECTION 2.0 - REGULATIONS, (CONT'D.)

2.6 Allowances for Interruptions in Service

2.6.1 Credit for Interruptions

Credit for interruptions in service will be compliance with the Minimum Telephone Service Standards as codified Chapter 4901:1-5 of the Ohio Administrative Code.

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SECTION 2.0 - REGULATIONS, (CONT'D.)

2.6 Allowances for Interruptions in Service, (Cont'd.)

2.6.2 Limitations on Allowances

Limitations on allowances will be compliance with the Minimum Telephone Service Standards as codified Chapter 4901:1-5 of the Ohio Administrative Code..

2.6.3 Use of Another Means of Communications

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

SECTION 2.0 - REGULATIONS, (CONT'D.)**2.6 Allowances for Interruptions in Service, (Cont'd.)****2.6.4 Cancellation For Service Interruption**

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

2.7 Use of Customer's Service by Others**2.7.1 Joint Use Arrangements**

Joint use arrangements will be permitted for all services provided under this tariff. From each joint use arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the service will be allocated. The Company will accept orders to start, rearrange, relocate, or discontinue service only from the designated Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the service, each joint user shall be responsible for the payment of the charges billed to it.

SECTION 2.0 - REGULATIONS, (CONT'D.)**2.8 Cancellation of Service/Termination Liability**

If a Customer cancels a Service Order or terminates services before the completion of a contract term for any reason whatsoever other than a service interruption (as defined in Section 2.6.1 above), the Customer agrees to pay to the Company termination liability charges, as defined below. These charges shall become due as of the effective date of the cancellation or termination and be payable within the period, set forth in Section 2.5.2.

2.8.1 Termination Liability

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

- A. all unpaid Non-Recurring charges reasonably expended by the Company to establish service to the Customer; plus
- B. any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the Customer; plus
- C. all Recurring Charges specified in the applicable Service Order Tariff for the balance of the then current term discounted at the prime rate announced in the Wall Street Journal on the third business day following the date of cancellation;
- D. minus a reasonable allowance for costs avoided by the Company as a direct result of the Customer's cancellation.

2.9 Transfers and Assignments

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:

- 2.9.1** pursuant to any sale or transfer of substantially all the assets of the Company; or
- 2.9.2** pursuant to any financing, merger or reorganization of the Company.

SECTION 2.0 - REGULATIONS, (CONT'D.)**2.10 Customer Liability for Unauthorized Use of the Network**

Unauthorized use of the network occurs when a person or entity that does not have actual, apparent, or implied authority to use the network, obtains the Company's services provided under this rate sheet.

2.10.1 Customer Liability for Fraud and Unauthorized Use of the Network

- A.** The Customer is liable for the unauthorized use of the network obtained through the fraudulent use of a Company calling card, if such a card is offered by the Company, or an accepted credit card, provided that the unauthorized use occurs before the Company has been notified.
- B.** A Company calling card is a telephone calling card issued by the Company at the Customer's request, which enables the Customer or user(s) authorized by the Customer to place calls over the Network and to have the charges for such calls billed to the Customer's account.

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

- C.** The Customer must give the Company written or oral notice that an unauthorized use of a Company calling card or an accepted credit card has occurred or may occur as a result of loss, and/or theft.
- D.** The Customer is responsible for payment of all charges for calling card services furnished to the Customer or to users authorized by the Customer to use service provided under this rate sheet, unless due to the negligence of the Company. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by third parties, the Customer's employees, or the public.

The liability of the Customer for unauthorized use of the Network by credit card fraud will not exceed the lesser of fifty dollars (\$50.00) or the amount of money, property, labor, or services obtained by the unauthorized user before notification to the Company.

SECTION 2.0 - REGULATIONS, (CONT'D.)**2.11 Notices and Communications**

- 2.11.1** The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.11.2** The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 2.11.3** All notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.11.4** The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.
- 2.11.5** Customer bills will contain all of the information required by Minimum Telephone Service Standards as codified Chapter 4901:1-5 of the Ohio Administrative Code.

SECTION 2.0 - REGULATIONS, (CONT'D.)

2.12 Miscellaneous Provisions

2.12.1 Telephone Number Changes

Whenever any Customer's telephone number is changed after a directory is published, the Company shall intercept all calls to the former number for at least one hundred and twenty (120) days and give the calling party the new number provided existing central office equipment will permit, and the Customer so desires.

When service in an existing location is continued for a new Customer, the existing telephone number may be retained by the new Customer only if the former Customer consents in writing, and if all charges against the account are paid or assumed by the new Customer.

2.12.2 Maintenance and Operations Records

Records of various tests and inspections, to include non-routine corrective maintenance actions or monthly traffic analysis summaries for network administration, necessary for the purposes of the Company or to fulfill the requirements of Commission rules shall be kept on file in the office of the Company as required under Commission rules.

SECTION 3.0 - SERVICE AREAS

3.1 Exchange Service Areas

Local exchange services are provided, subject to availability of facilities and equipment, in areas currently served by the following Incumbent LECs:

- 1) Ameritech. Ohio
- 2) Verizon North, Inc
- 3) Cincinnati Bell Telephone Company
- 4) United of Ohio d/b/a Sprint

The Company concurs in the exchange, rate class, local calling area, and zone designations specified in the Local Exchange Services Tariffs of Ameritech Ohio, Verizon North, Inc., Cincinnati Bell Telephone Company and United of Ohio d/b/a Sprint. The Company does not concur in the rates of the ILEC. The Company's rates are set out in this tariff.

SECTION 4.0 - SERVICE CHARGES AND SURCHARGES

4.1 Service Order and Change Charges

4.1.1 General

Non-recurring charges apply to processing Service Orders for new service and for changes in service.

Primary Line Connection Charge: Applies to requests for initial connection or establishment of telephone service with the Company.

Secondary Line Connection Charge: Applies to installation of a second or additional access line.

Moves: Applies to Customer request for a move or change in the physical location of the access line.

Transfer of Service: Applies to Customer request for a change in the service location.

Telephone Number Change: Applies to Customer request for a change of the Customer telephone number.

Service Order Changes/Adds: Applies to Customer requests for changes in service or additional to services, including the additional of calling features.

Toll Free Directory Listing Charge: This is a one-time charge, applicable to Business Customers, and is imposed when a Business Customer requests the toll-free number to be listed.

SECTION 4.0 - SERVICE CHARGES AND SURCHARGES, (CONT'D.)**4.1 Service Order and Change Charges, (Cont'd.)****4.1.2 Rates**

	<u>Residence</u>	
	Maximum	Current
Line Connection Charge		
Primary Line	\$150.00	\$70.00
Secondary Line	\$150.00	\$55.00
Moves, per line	\$150.00	\$70.00
Transfer of Service, per order	\$150.00	\$35.00
Telephone Number Change	\$50.00	\$10.00
Service Order Changes/Add	\$50.00	\$10.00
Calling Feature Add	N/A	N/A
Toll Free Directory Listing	N/A	N/A
Disconnect	N/A	N/A

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SECTION 4.0 - SERVICE CHARGES AND SURCHARGES, (CONT'D.)**4.2 Temporary Suspension of Service**

Upon the request of the Customer and where equipment arrangements permit, service may be temporarily suspended for a period not to exceed nine months. Suspension of service and restoral may begin or terminate on any day of the month provided notice is given sufficiently in advance for arrangements to be made. Service will be disconnected to the extent necessary to assure that no inward or outward service will be available during the period of suspension. The monthly rate for service during the period of the temporary suspension is dependent upon the service plan to which the Customer is subscribed.

<u>Service Plan</u>	<u>Residence</u>	
	Maximum	Current
Stand Alone Service	\$75.00	\$13.00

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SECTION 4.0 - SERVICE CHARGES AND SURCHARGES, (CONT'D.)**4.3 Restoration of Service**

A restoration charge applies to the restoration of suspended service and facilities because of nonpayment of bills and is payable at the time that the restoration of the suspended service and facilities is arranged. The restoration charge does not apply when, after disconnection of service, service is later re-installed.

	<u>Residence</u>	
	Maximum	Current
Restoration after temporary denial, but prior to completion of order to discontinue service	\$65.00	\$30.00

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SECTION 4.0 - SERVICE CHARGES AND SURCHARGES, (CONT'D.)**4.4 Carrier Presubscription****4.4.1 General**

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

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SECTION 4.0 - SERVICE CHARGES AND SURCHARGES, (CONT'D.)**4.4 Carrier Presubscription, (Cont'd.)**

4.4.2 Presubscription Options - Customers may select the same carrier or separate carriers for intraLATA and interLATA long distance. The following options for long distance Presubscription are available:

- Option A:** Customer selects the Company as the presubscribed carrier for IntraLATA and InterLATA toll calls subject to presubscription.
- Option B:** Customer may select the Company as the presubscribed carrier for IntraLATA calls subject to presubscription and some other carrier as the presubscribed carrier for interLATA toll calls subject to presubscription.
- Option C:** Customer may select a carrier other than the Company for intraLATA toll calls subject to presubscription and the Company for interLATA toll calls subject to presubscription.
- Option D:** Customer may select the carrier other than the Company for both intraLATA and interLATA toll calls subject to presubscription
- Option E:** Customer may select two different carriers, neither being the Company for intraLATA and interLATA toll calls. One carrier to be the Customers' primary intraLATA interexchange carrier. The other carrier to be the Customer's primary interLATA interexchange carrier.
- Option F:** Customer may select a carrier other than the Company for no presubscribed carrier for intraLATA toll calls subject to presubscription which will require the Customer to dial a carrier access code to route all intraLATA toll calls to the carrier of choice for each call.

SECTION 4.0 - SERVICE CHARGES AND SURCHARGES, (CONT'D.)**4.4 Carrier Presubscription, (Cont'd.)****4.4.3 Rules and Regulations**

Customers of record will retain their primary interexchange carrier(s) until they request that their dialing arrangements be changed.

Customers of record or new Customers may select either Options A, B, C, D, E or F for intraLATA Presubscription.

Customers may change their selected Option and/or presubscribed toll carrier at any time subject to charges specified in 4.5.5 below:

4.4.4 Presubscription Procedures

A new Customer will be asked to select intraLATA and interLATA toll carriers at the time the Customer places an order to establish local exchange service with the Company. The Company will process the Customer's order for service. All new Customers' initial requests for intraLATA toll service presubscription shall be provided free of charge.

If a new Customer is unable to make selection at the time the new Customer places an order to establish local exchange service, the Company will read a random listing of all available intraLATA and interLATA carriers to aid the Customer in selection. If selection is still not possible, the Company will inform the Customer that he/she will be given 90 calendar days in which to inform the Company of his/her choice for primary toll carrier(s) free of charge. Until the Customer informs the Company of his/her choice of primary toll carrier, the Customer will not have access to long distance services on a presubscribed basis, but rather will be required to dial a carrier access code to route all toll calls to the carrier(s) of choice. Customers who inform the Company of a choice for toll carrier presubscription within the 90 day period will not be assessed a service charge for the initial Customer request.

Customers of record may initiate a intraLATA or interLATA presubscription change at any time, subject to the charges specified in 4.5.5 below. If a Customer of record inquires of the Company of the carriers available for toll presubscription, the Company will read a random listing of all available intraLATA carriers to aid the Customer in selection.

SECTION 4.0 - SERVICE CHARGES AND SURCHARGES, (CONT'D.)**4.4 Carrier Presubscription, (Cont'd.)****4.4.5 Presubscription Charges****A. Application of Charges**

After a Customer's initial selection for a presubscribed intraLATA toll carrier, for any change thereafter, an IntraLATA Presubscription Change Charge will apply.

1. The charge shall be no greater than those set forth below, unless modified by a Company-specific Commission-approved Tariff.
2. If the Customer changes both the InterLATA and intraLATA Presubscribed Interexchange Carrier at the same time, 50% of the otherwise applicable intraLATA Presubscription Change Charge will apply.

B. Nonrecurring Charges

	<u>Maximum</u>	<u>Current</u>
Per line, trunk, or port		
Manual Processing:	\$5.50	\$5.50
Electronic Processing	\$1.25	\$1.25

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SECTION 5.0 - LOCAL EXCHANGE SERVICE

5.1 General

5.1 Timing of Calls

Where applicable, the following rate period and timing parameters apply:

5.1.1 Initial Period - The initial period is the length of a call for minimum billing purposes. The initial period varies by rate schedule and is specified in individual product rates sections of this tariff.

5.1.2 Additional Period - The additional period is the rate element used to bill chargeable time when a call continues beyond the initial period. The additional period starts when the initial period ends. Additional period rates apply to any fraction of the time period for chargeable time beyond the initial period. Additional periods vary by rate schedule and are specified in the individual product rates sections of this tariff.

5.1.3 Chargeable time for all calls ends when one of the parties disconnects from the call.

5.2 Rate Periods

The following rate periods apply unless otherwise specified in this price list:

	MON	TUES	WED	THUR	FRI	SAT	SUN
8:00 AM TO 9:00 PM*	PEAK RATES						
5:00 PM TO 8:00 AM*	OFF-PEAK RATES						

	MON	TUES	WED	THUR	FRI	SAT	SUN
8:00 AM TO 5:00 PM*	DAY RATES						EVE
5:00 PM TO 11:00 PM*	EVENING						
11:00 PM - 8:00 AM							

* Up to but not including.

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SECTION 5.0 - LOCAL EXCHANGE SERVICE, (CONT'D.)**5.1 General, (Cont'd.)****5.3 Calculation of Mileage and Rate Bands**

For mileage-sensitive schedules, the distance between the originating and terminating points is calculated by using the "V" and "H" coordinates of the rate centers as defined by BellCore (Bell Communications Research), in the following manner:

Step 1: Obtain the "V" and "H" coordinates for the rate center or network access point serving the Customer's location and the called/calling station.

Step 2: Obtain the difference between the "V" coordinates. Obtain the difference between the "H" coordinates.

Step 3: Square the differences obtained in Step 2.

Step 4: Add the squares of the "V" difference and "H" difference obtained in Step 3.

Step 5: Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.

Step 6: Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the originating and terminating locations of the call.

Formula:

$$\sqrt{\frac{(V_1V_2)^2 + (H_1H_2)^2}{10}}$$

SECTION 5.0 - LOCAL EXCHANGE SERVICE**5.2 Residential Bundled Services****5.2.1 General**

ACN offers several service packages targeted at Residential Customers which bundle local and long distance services. These packages are targeted primarily at residential customers and differ based on Customer call volume, patterns and features desired. Voice Mail may be available with some packages at an additional charge.

Recurring charges are billed monthly in advance. Non-recurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company.

Each local exchange access line is billed at the same Monthly Recurring Charge. Customers may opt for a data or fax line at a reduced rate. Data/fax lines do not include a call allowance or calling features. In addition, toll free service is available as part of this service.

The local exchange access line is a voice-only line for use by residential customers. If it is determined that usage is not consistent with residential voice applications, the Customer's service may be assessed a \$50.00 monthly recurring data usage charge, advised to purchase a data/fax line specifically designed for such purposes, or be disconnected.

Customers subscribing to the Company's Bundled Services must choose ACN as the local, intraLATA and interLATA primary carrier. Customers who later choose a carrier other than ACN for intraLATA or interLATA calling will remain on this service until the Company is notified that this service is no longer the service of choice for the Customer.

All local exchange access lines block 900/976 calling.

Travel Card Service is available to Customers upon request. Travel card calling is not included in any call allowances.

Discontinuance of service for non-payment or partial payment of bundled service charges will be in accordance with Section 2.5.6.C of this tariff.

SECTION 5.0 - LOCAL EXCHANGE SERVICE, (CONT'D.)**5.2 Residential Bundled Services, (Cont'd.)****5.2.2 ACN Advantage Home***

ACN Advantage Home provides Customers with a fixed number of local minutes (local call allowance) for a flat monthly recurring charge, three calling features at no additional charge, and access to intrastate and interstate toll service for a low per minute rate. Calls above the local call allowance and intrastate and interstate toll calls are billed in sixty (60) second increments after an initial period, for billing purposes, of sixty (60) seconds.

A. Service Features

ACN Advantage Home includes the following features:

1. Local line and 1000 minutes of local calling (call allowance)
2. Calling Features: Caller ID, Call Waiting. Additional features are available on a monthly subscription basis.

B. Non-Recurring Charges

Service connection charges may apply, See Section 4.1 of this tariff. The Service Connection fee waived for those Customers who retain their existing telephone number when switching their service to ACN.

* This Service can only be purchased in conjunction with Unregulated and/or Detariffed Services.

SECTION 5.0 - LOCAL EXCHANGE SERVICE, (CONT'D.)**5.2 Residential Bundled Services, (Cont'd.)****5.2.3 ACN Advantage Plus***

ACN Advantage Plus provides Customers with unlimited local calling for a flat monthly recurring charge, five calling features at no additional charge and 100 minutes of combined intrastate/interstate toll calling. Calls above the local call allowance and intrastate and interstate toll calls are billed in sixty (60) second increments after an initial period, for billing purposes, of sixty (60) seconds.

A. Service Features

ACN Advantage Plus includes the following features:

1. Local line and unlimited local calling
2. Custom Calling Features: Caller ID, Call Waiting

B. Non-Recurring Charges

Service connection charges may apply, See Section 4.1 of this tariff. The Service Connection fee waived for those Customers who retain their existing telephone number when switching their service to ACN.

* This Service can only be purchased in conjunction with Unregulated and/or Detariffed Services.

SECTION 5.0 - LOCAL EXCHANGE SERVICE, (CONT'D.)**5.2 Residential Bundled Services, (Cont'd.)****5.2.4 ACN Advantage Complete***

ACN Advantage Complete provides Customers with unlimited local calling, ten calling features at no additional charge, and 300 minutes of combined intrastate/ interstate toll calling. Calls above the local call allowance and intrastate and interstate toll calls are billed in sixty (60) second increments after an initial period, for billing purposes, of sixty (60) seconds.

A. Service Features

ACN Advantage Complete includes the following features:

1. Local line and unlimited local calling
2. Custom Calling Features: Caller ID, Call Waiting.

B. Non-Recurring Charges

Service connection charges may apply, See Section 4.1 of this tariff. The Service Connection fee waived for those customers who retain their existing telephone number when switching their service to ACN.

* This Service can only be purchased in conjunction with Unregulated and/or Detariffed Services.

SECTION 5.0 - LOCAL EXCHANGE SERVICE, (CONT'D.)

5.2 Residential Bundled Services, (Cont'd.)

5.2.5 ACN Advantage Unlimited*

ACN Advantage Unlimited Service provides Customers with unlimited local calling, six calling features at no additional charge, and unlimited intrastate/interstate toll calling.

A. Service Features

ACN Advantage Unlimited includes the following features:

1. Local line and unlimited local calling
2. Custom Calling Features: Caller ID, Call Waiting.

B. Non-Recurring Charges

Service connection charges may apply, See Section 4.1 of this tariff. The Service Connection fee waived for those customers who retain their existing telephone number when switching their service to ACN.

* This Service can only be purchased in conjunction with Unregulated and/or Detariffed Services.

SECTION 5.0 - LOCAL EXCHANGE SERVICE, (CONT'D.)**5.2 Residential Bundled Services, (Cont'd.)****5.2.6 ACN Advantage Home II***

ACN Advantage Home II provides Customers with a local exchange voice line with unlimited local calling for a flat monthly recurring charge, selected calling features at no additional charge and access to intrastate and interstate toll service. Intrastate and interstate toll calls are billed in sixty (60) second increments after an initial period, for billing purposes, of sixty (60) seconds. An optional data/fax line is available as an additional line and includes unlimited local calling.

A. Service Features

ACN Advantage Home includes the following features:

1. Local exchange voice line with unlimited local calling.
2. Calling Features: Caller ID, Call Waiting.
3. Optional Data/Fax lines include local exchange line with unlimited local calling.

B. Non-Recurring Charges

Service connection charges may apply, See Section 4.1 of this tariff. The Service Connection fee waived for those Customers who retain their existing telephone number when switching their service to ACN.

* This Service can only be purchased in conjunction with Unregulated and/or Detariffed Services.

SECTION 5.0 - LOCAL EXCHANGE SERVICE, (CONT'D.)**5.2 Residential Bundled Services, (Cont'd.)****5.2.7 ACN Advantage Home - Standard and Value Options***

ACN Advantage Home - Standard and Value Options is a bundled local and toll service which provides residential Customers with unlimited local calling for a flat monthly recurring charge, specified calling features at no additional charge, and access to two (2) intrastate and interstate toll service plans from which to choose.

A. Service Features**.1 Voice lines include:**

- (a) Local line and unlimited local calling
- (b) Calling Features: Caller ID, Call Waiting.

.2 Data/Fax lines include:

- (a) Unlimited local calling

* This Service can only be purchased in conjunction with Unregulated and/or Detariffed Services.

SECTION 5.0 - LOCAL EXCHANGE SERVICE, (CONT'D.)**5.2 Residential Bundled Services, (Cont'd.)****5.2.8 ACN Advantage Plus - Standard and Value Options***

ACN Advantage Plus - Standard and Value Options is a bundled local and toll service which provides residential Customers with unlimited local calling for a flat monthly recurring charge, specified calling features at no additional charge, and access to two intrastate and interstate toll service plans from which to choose.

A. Service Features**.1 Voice lines include:**

- (a) Local line and unlimited local calling
- (b) Custom Calling Features: Caller ID, Call Waiting, Call Blocking and Screening.

.2 Data/Fax lines include:

- (a) Unlimited local calling

* This Service can only be purchased in conjunction with Unregulated and/or Detariffed Services.

SECTION 5.0 - LOCAL EXCHANGE SERVICE, (CONT'D.)**5.2 Residential Bundled Services, (Cont'd.)****5.2.9 ACN Advantage Unlimited II***

ACN Advantage Unlimited II provides Customers with a local exchange voice line with unlimited local calling, selected calling features at no additional charge, and unlimited intrastate/interstate toll calling. An optional data/fax line is available as an additional line and includes unlimited local calling.

A. Service Features

ACN Advantage Unlimited II includes the following features:

- .1** Local exchange voice line and unlimited local calling
- .2** Custom Calling Features: Caller ID, Call Waiting, Call Blocking and Screening
- .3** Optional Data/Fax lines include local exchange line with unlimited local calling.

B. Non-Recurring Charges

Service connection charges may apply, See Section 4.1 of this tariff. The Service Connection fee waived for those customers who retain their existing telephone number when switching their service to ACN.

* This Service can only be purchased in conjunction with Unregulated and/or Detariffed Services.

SECTION 5.0 - LOCAL EXCHANGE SERVICE, (CONT'D.)**5.2 Residential Bundled Services, (Cont'd.)****5.2.10 ACN Advantage Home - Standard and Value Options VI***

(N)

ACN Advantage Home - Standard and Value Options VI is a bundled local and toll service which provides residential Customers with unlimited local calling for a flat monthly recurring charge, specified calling features at no additional charge, and access to two (2) intrastate and interstate toll service plan options.

A. Service Features**.1 Voice lines include:**

- (a) Local line and unlimited local calling
- (b) Calling Features: Caller ID with Name, Call Waiting

.2 Data/Fax lines include:

- (a) Unlimited local calling

* This Service can only be purchased in conjunction with Unregulated and/or Detariffed Services.

(N)

SECTION 5.0 - LOCAL EXCHANGE SERVICE, (CONT'D.)**5.2 Residential Bundled Services, (Cont'd.)****5.2.11 ACN Advantage Plus - Standard and Value Options VI*****(N)**

ACN Advantage Plus - Standard and Value Options VI is a bundled local and toll service which provides residential Customers with unlimited local calling for a flat monthly recurring charge, specified calling features at no additional charge, and access to two intrastate and interstate toll service plan options.

A. Service Features**.1 Voice lines include:**

- (a) Local line and unlimited local calling
- (b) Custom Calling Features: Caller ID with Name, Call Waiting.

.2 Data/Fax lines include:

- (a) Unlimited local calling

* This Service can only be purchased in conjunction with Unregulated and/or Detariffed Services.

(N)

SECTION 5.0 - LOCAL EXCHANGE SERVICE, (CONT'D.)**5.2 Residential Bundled Services, (Cont'd.)****5.2.12 ACN Advantage Unlimited VI*****(N)**

ACN Advantage Unlimited VI provides Customers with a local exchange voice line with unlimited local calling, selected calling features at no additional charge, and unlimited intrastate/interstate toll calling. An optional data/fax line is available as an additional line and includes unlimited local calling.

A. Service Features

ACN Advantage Unlimited VI includes the following features:

- .1** Local exchange voice line and unlimited local calling
- .2** Custom Calling Features: Caller ID with Name, Call Waiting.
- .3** Optional Data/Fax lines include local exchange line with unlimited local calling.

B. Non-Recurring Charges

Service connection charges may apply, See Section 4.1 of this tariff. The Service Connection fee waived for those customers who retain their existing telephone number when switching their service to ACN.

* This Service can only be purchased in conjunction with Unregulated and/or Detariffed Services.

(N)

SECTION 5.0 - LOCAL EXCHANGE SERVICE, (CONT'D.)**5.3 Residential Stand-Alone Local Exchange Service**

Residential Stand-Alone Local Exchange Service provides the Customer with a single, analog, voice-grade telephonic communications channel which can be used to place or receive one call at a time. Residential Stand-Alone Local Exchange Service lines are provided for the connection of Customer-provided wiring, telephones, facsimile machines or other station equipment. Local exchange service lines and trunks are provided on a single party (individual) basis only. No multi-party lines are provided.

Residential Stand-Alone Service includes 1000 minutes of local exchange calling. Calls above the 1000 minute call allowance are billed on a per minute basis.

	<u>Maximum</u>	<u>Current</u>
Monthly Recurring Charge	\$40.00	\$18.00
Per Minute Rate, above 1000 minutes:	\$0.05	\$0.01

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SECTION 5.0 - LOCAL EXCHANGE SERVICE, (CONT'D.)**5.4 Residential ACN Subscriber to Subscriber Calling**

Residential ACN Subscriber to Subscriber Calling allows ACN Residential Bundled Service Customers to call other ACN Residential Bundled Service Customers without incurring per call usage charges or depleting the bundled minutes call allowance associated with a particular service. Customers are not required to identify Customers in their calling circle. Such identification will be handled by the Company's network. Subscriber to Subscriber Calling applies to both intrastate and interstate calling. There is no limit to the number of minutes included in this calling program.

Residential ACN Subscriber to Subscriber Calling is available to ACN Customers who subscribe to one of the Residential Bundled Services listed below.

- ACN Advantage Home
- ACN Advantage Plus
- ACN Advantage Complete
- ACN Advantage Home II

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SECTION 6.0 - MISCELLANEOUS SERVICES**6.1 Optional Calling Features**

Optional Calling Features are services offered as additions to regular telephone exchange service.

6.1.1 Feature Descriptions

Call Waiting: Permits the Customer engaged in a call to receive a tone signal indicating a second call is waiting and, by operation of the switchhook, to place the first call on hold and answer the waiting call. The Customer may alternate between the two calls by operation of the switchhook, but a three-way conference cannot be established.

Call Waiting Caller ID - Includes all the features of Call Waiting and additionally provides for the display of the second caller's name and telephone number on Caller ID compatible Customer premises equipment. (N)
|
(N)

Call Forward: Allows the Customer to automatically transfer all incoming calls to a telephone number at another local or toll location.

Call Forward Deluxe: Allows the Customer to activate routing of incoming calls to another line or to an external number.

Call Forward Busy: - Allows incoming calls to a line that is busy to be forwarded to another line specified by the Customer.

Call Forward-Don't Answer: Allows incoming calls to a line that is not answered after a specific number of rings designated by the Customer to be forwarded to another line specified by the Customer.

Selective Call Forwarding: Allows the Customer to select a specified number of telephone numbers for forwarding.

Anonymous Call Rejection - Allows Customers to automatically reject incoming calls when the call originates from a telephone number which has invoked a blocking feature that prevents the delivery of their number to the called party. (N)
|
(N)

SECTION 6.0 - MISCELLANEOUS SERVICES**6.1 Optional Calling Features, (Cont'd.)****6.1.1 Feature Descriptions, (Cont'd.)**

Three-Way Calling: Permits the Customer to add a third party to an established connection. When the third party answers, a two-way conversation can be held before adding the original party for a three-way conference. The Customer initiating the conference controls the call and may disconnect the third party to reestablish the original connection or establish a connection to a different third party. The feature may be used on both outgoing and incoming calls.

Call Blocking/Screening: Provides the Customer with the ability to prevent repeated calls from an unwanted caller whose number may or may not be known. In addition, the Customer has the ability to create a list of telephone numbers from which the Customer may not wish to receive calls. Calls from these telephone numbers will be sent an appropriate announcement indicating that the call cannot be completed because the Customer has activated Call Screening. (T)

Auto Call Back (*69): Allows the Customer to return a call to the last incoming call whether answered or not. Upon activation, it will redial the number automatically and continue to check the number every 45 seconds for up to 30 minutes, if the number is busy. The Customer is alerted with a distinctive ringing pattern when the busy number is free. When the Customer answers the ring, the call is then completed.

Distinctive Ring: Allows the Customer to have up to two (2) additional telephone numbers assigned to one dial tone line in addition to the main number. Each number when dialed will result in a distinctive ring that enables the Customer to determine which number is being called. (T)

Hunting: Routes a call to an idle station line in a prearranged group when the called station line is busy.

Priority Call: Allows a customer to program telephone numbers from a list of selected callers enabling the Customer to distinguish certain incoming calls from all others by a distinctive ring tone. (N)
|
(N)

SECTION 6.0 - MISCELLANEOUS SERVICES**6.1 Optional Calling Features, (Cont'd.)****6.1.1 Feature Descriptions, (Cont'd.)**

Auto Redial: Permits the Customer to have calls automatically redialed when the first attempt reaches a busy number. The line is checked every 45 seconds for up to 30 minutes and alerts the Customer with a distinctive ringing pattern when the busy number and the customer's line are free. The Customer can continue to make and receive calls while the feature is activated.

Caller ID: Displays the telephone number of an incoming call on a specially designed telephone or device that the Customer attaches to their existing telephone. Obtaining and maintaining the display device is the responsibility of the Customer.

Caller ID Name Display: Displays the name and telephone number of an incoming call on a specially designed telephone or device that the Customer attaches to their existing telephone. Obtaining and maintaining the display device is the responsibility of the Customer.

Call Trace: Allows a Customer to initiate an automatic trace of the last call received. After receiving the call that is to be traced, the Customer dials a code and the traced telephone number is automatically sent to the Company. The Customer using Call Trace is required to contact the Company for further action. The Customer originating the trace will not receive the traced telephone number. The results of a trace will be furnished only to legally constituted authorities upon proper request by them.

Calling Party Number Blocking: Allows the name and number of the calling party to be blocked from being transmitted when placing outbound calls.

Speed Calling 30: Allows the Customer to dial an abbreviated code to originate a call to any of 30 programmed telephone numbers.

Speed Calling 8: Allows the Customer to dial an abbreviated code to originate a call to any of 8 programmed telephone numbers. (N)
(N)

SECTION 6.0 - MISCELLANEOUS SERVICES**6.1 Optional Calling Features****6.1.2 Monthly Recurring Charges****A. Residential****1. Features ordered prior to November 19, 2009****(T)**

<u>Optional Calling Feature</u>	<u>Maximum</u>	<u>Current</u>
Call Waiting	\$10.00	\$3.20
Call Forward	--	\$3.20
Call Forward Deluxe	--	\$4.00
Call Forward Busy	--	\$3.20
Call Forward-Don't Answer	--	\$3.20
Selective Call Forwarding	--	\$3.20
Three Way Calling	--	\$3.20
Call Screening	--	\$3.20
Auto Call Back (*69)	--	\$3.20
Distinctive Ring	--	\$3.20
Auto Redial	--	\$3.20
Caller ID	\$15.00	\$6.00
Caller ID Name Display	--	\$8.00
Calling Party Number Blocking ¹	\$10.00	\$3.20
Speed Calling 30	--	\$3.20

¹ Per line Caller ID Blocking is provided at no charge to Customers with non-published numbers and to qualified social service agencies, law enforcement organizations and their certified employees and volunteers.

Some material previously found on this page now found in this Section 6, on Original Page 4.1

SECTION 6.0 - MISCELLANEOUS SERVICES**6.1 Optional Calling Features, (Cont'd.)****6.1.2 Monthly Recurring Charges, (Cont'd.)****A. Residential, (Cont'd.)****2. Features ordered on or after November 19, 2009**

<u>Optional Calling Feature</u>	<u>Maximum</u>	<u>Current</u>
Anonymous Call Rejection	--	\$5.00
Auto Call Back (*69)	--	\$5.00
Auto Redial	--	\$5.00
Call Blocking/ Call Screening	--	\$5.00
Call Forward	--	\$5.00
Call Waiting Caller ID	--	\$5.00
Caller ID	\$15.00	\$6.00
Caller ID Name Display	--	\$8.00
Calling Party Number Blocking ¹	--	\$5.00
Distinctive Ring 1	--	\$4.00
Distinctive Ring 2	--	\$4.00
Priority Ring	--	\$4.00
Selective Call Forwarding	--	\$5.00
Speed Calling 8	--	\$5.00
Three Way Calling	--	\$5.00

B. Business*

<u>Optional Calling Feature</u>	<u>Maximum</u>	<u>Current</u>
Caller ID	\$15.00	\$0.00

¹ Per line Caller ID Blocking is provided at no charge to Customers with non-published numbers and to qualified social service agencies, law enforcement organizations and their certified employees and volunteers.

* Detariffed Tier 2 Features available for Business Customers are located in the Company Pricing Guide.

Material now found on this page previously found in this Section 6 on Original Page 4

SECTION 6.0 - MISCELLANEOUS SERVICES**6.1 Optional Calling Features****6.1.3 Per Use Charges****Residential**

<u>Optional Calling Feature</u>	<u>Maximum</u>	<u>Current</u>
Three Way Calling	\$3.00	\$0.75
Call Return	\$3.00	\$0.75
Repeat Dialing	\$3.00	\$0.75
Call Trace	\$15.00	\$3.50

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SECTION 6.0 - MISCELLANEOUS SERVICES, (CONT'D.)**6.2 Directory Assistance Services**

A Customer may obtain assistance, for a charge, in determining a telephone number by dialing Directory Assistance Service.

6.2.1 Basic Local Directory Assistance

- A. The rates specified apply when Customers request company assistance in determining telephone numbers of services located in the same local service area.
- B. A maximum of two (2) requested telephone numbers are allowed per call.
- C. Directory assistance calls from the following are not subject to rates and regulations specified above.
 - .1 Services furnished to hospitals and skilled nursing homes.
 - .2 Services furnished to the handicapped as follows:
 - (a) Impaired persons
 - (1) For purposes of this tariff, the definition of impaired refers to those persons with communication impairments, including those hearing impaired, deaf, deaf/blind, and speech impaired persons who have an impairment that prevents them from communicating over the telephone without the aid of a telecommunications device for the deaf.

SECTION 6.0 - MISCELLANEOUS SERVICES, (CONT'D.)

6.2 Directory Assistance Services, (Cont'd.)

6.2.1 Basic Local Directory Assistance, (Cont'd.)

C. (Cont'd.)

.2 Services furnished to the handicapped as follows: (Cont'd.)

(a) Impaired persons, (Cont'd.)

- (2) Residential impaired customers or impaired members of a customers' household, upon written application and upon certification of their impaired status, which is evidenced by either a certificate from a physician, health care official, or state agency, or a diploma from an accredited educational institution for the impaired, may receive a discount off their message toll service rates, and, if they utilize telebraille devices, they may receive free access to local and intrastate long distance directory assistance. Additionally, TDD lines maintained by nonprofit organizations and governmental agencies, upon written application and verification that such lines are maintained for the benefit of the impaired may receive a discount off their message toll services rates.

SECTION 6.0 - MISCELLANEOUS SERVICES, (CONT'D.)

6.2 Directory Assistance Services, (Cont'd.)

6.2.1 Basic Local Directory Assistance, (Cont'd.)

C. (Cont'd.)

.2 Services furnished to the handicapped as follows: (Cont'd.)

(b) Visual or other physical handicapped

- (1) One residence service designated by a handicapped person who is unable to use a directory due to a visual or other physical handicap. Such person must make application to the Company for exemption and will be required to provide suitable proof of handicap. Such application shall be established by the following procedures:

A letter to the Company from a professional familiar with the person's visual or physical impairment stating that the person qualifies for the exemption; or

The filling out of a prepared form made available by the Company by a professional familiar with the person's visual or physical impairment.

- (2) Exemption may be extended to one no-residence service, in lieu of a residence service where the handicapped person subscribes only to non-residence service that is located in the residence of said person.
- (3) In addition to the exemption provided in (1) above, exemption also may be extended to any telephone service used by the handicapped person when he is away from his residence. Such exemption is provided by means of special arrangements that must be made in advance with the Company. This exemption provides for the first 100 calls per month at no charge. Each additional call per month is charged for at the rate set forth in 6.2.4.A following.

SECTION 6.0 - MISCELLANEOUS SERVICES, (CONT'D.)

6.2 Directory Assistance Services, (Cont'd.)

6.2.1 Basic Local Directory Assistance, (Cont'd.)

C. (Cont'd.)

.2 Services furnished to the handicapped as follows: (Cont'd.)

(b) Visual or other physical handicapped, (Cont'd.)

(4) A visual handicap may be defined as follows:

Visual acuity of 20/60 or worse with best refractive correction with best eye, or

Visual field of 20 degrees or less in diameter.

SECTION 6.0 - MISCELLANEOUS SERVICES, (CONT'D.)**6.2 Directory Assistance Services, (Cont'd.)****6.2.2 Directory Assistance Call Completion**

Directory Assistance Call Completion (DACC) is a service that provides customers the option of having their local or intraLATA calls automatically completed when they request a telephone listing from the Directory Assistance operator. The call may be completed automatically or by the Directory Assistance operator.

In addition to the call completion charge, normal existing directory assistance charges will apply and any toll charges for calls completed to telephone numbers outside of the customer's local calling area will also apply.

Only the second provided directory assisted telephone number will be completed if two Directory Assistance requests are made by the Customer during the same call.

Hospitals, skilled nursing homes and handicapped persons as specified in Section 6.2.1.C preceding and are not subject to the DACC charge.

SECTION 6.0 - MISCELLANEOUS SERVICES, (CONT'D.)**6.2 Directory Assistance Services, (Cont'd.)****6.2.4 Rates****A. Basic Local Directory Assistance**

	<u>Maximum</u>	<u>Current</u>
Per Call:	\$2.00	\$1.75 (I)

B. Directory Assistance Call Completion

	<u>Maximum</u>	<u>Current</u>
Per Completed Call:	\$5.00	\$0.30

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SECTION 6.0 - MISCELLANEOUS SERVICES, (CONT'D.)**6.3 Local and IntraLATA Operator Service****6.3.1 Description**

The Company's operator services, available to presubscribed Customers, are accessible on a twenty-four (24) hour per day seven (7) days per week basis. In addition to the per call service charge, usage rates apply. The types of calls handled are as follows:

Customer Dialed Calling/Credit Card Call - This charge applies in addition to usage charges for station to station calls billed to an authorized Calling Card or Commercial Credit Card. The Customer must dial the destination telephone number where the capability exists for the Customer to do so. A separate rate applies in the event operator assistance is requested for entering the Customer's card number for billing purposes.

Operator Dialed Calling/Credit Card Call - This charge applies in addition to usage charges for station to station calls billed to an authorized telephone Calling Card or Commercial Credit Card and the operator dials the destination telephone number at the request of the Customer.

Operator Station - These charges apply in addition to usage charges for non-Person-to-Person calls placed using the assistance of a Company operator and billed Collect, to a Third Party, by deposit of coins in Pay Telephones, or via some method other than a Calling Card or Commercial Credit Card.

Person-to-Person - This charge applies in addition to usage charges for calls placed with the assistance of a Company operator to a particular party at the destination number. This charge applies regardless of billing method, including but not limited to billing to a Calling Card, Commercial Credit Card, Collect, by deposit of coins in Pay Telephones, or to a Third Party. Charges do not apply unless the specified party or an acceptable substitute is available.

Usage charges for local and intraLATA operator assisted calls are those usage charges that would normally apply to the calling party's service. In addition to usage charges, an operator assistance charge applies to each call:

SECTION 6.0 - MISCELLANEOUS SERVICES, (CONT'D.)**6.3 Local and IntraLATA Operator Service, (Cont'd.)****6.3 Local and IntraLATA Operator Service, (Cont=d.)****6.3.2 Rates - Residential****A. Usage Charges**

Usage charges will be billed at the rate in effect for the presubscribed service plan purchased by the Customer.

B. Per Call Service Charges

	<u>Maximum</u>	<u>Current</u>
Customer Dialed Calling Card - Automated	\$5.00	\$0.50
Operator Assisted Calling Card	\$5.00	\$1.25
Operator Station Collect	\$5.00	\$1.10
Third Party Billed	\$5.00	\$1.50
Person-to-Person	\$12.00	\$3.00

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SECTION 6.0 - MISCELLANEOUS SERVICES, (CONT'D.)**6.4 Busy Line Verification and Line Interrupt Service****6.4.1 Description**

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

No charge will apply when the calling party advises that the call is to or from an official public emergency agency. Busy Verification and Emergency Interrupt is furnished where and to the extent that facilities permit. If the Customer has the operator interrupt a call, both the Busy Line Verification and the Emergency Interrupt charge will apply.

The Customer shall identify and save the Company harmless against all claims that may arise from either party to the interrupted call or any person.

6.4.2 Rates - Residential

	<u>Maximum</u>	<u>Current</u>
Busy Line Verification, per request	\$5.00	\$3.00
Emergency Interruption	\$5.00	\$3.00

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SECTION 6.0 - MISCELLANEOUS SERVICES, (CONT'D.)**6.5 Directory Listing Service****6.5.1 General**

- A.** An alphabetical directory is an alphabetical list of customers, joint users and others for who directory listings are provided. An alphabetical directory may include the listings for one or more exchange areas.
- B.** There are two groups of listings B one group of non-residence listings and one group of listings consisting solely of names of individuals.
 - § Non-residence primary listings consisting solely of names of individuals will appear in both groups at not charge.
 - § Non-residence additional listings consisting solely of names of individuals will appear in both groups without charge for the additional appearance.
 - § Special types of additional listings will appear in both groups without charge for the additional appearance under the following conditions:
 - a. Alternate listings, provided that they are indented under non-residence primary or regular additional listings that are listings consisting solely of names of individuals; and
 - b. all other special types of additional listings, provided that they are listings consisting solely of names of individuals and are indented under non-residence primary or regular additional listings.
 - § Residence primary or additional listings will appear in both groups without charge for the additional appearance, provided that they are indented under non-residence primary or regular additional listings consisting solely of names of individuals.
- C.** Special prominence or arrangement of names is not permitted nor is the listing of a service, commodity or trade name except when such service, commodity or trade name is a part of the name under which the listed party is doing business.

SECTION 6.0 - MISCELLANEOUS SERVICES, (CONT'D.)**6.5 Directory Listing Service, (Cont'd.)****6.5.1 General, (Cont'd.)**

- D.** The Company will refuse a listing which does not constitute a legally authorized or adopted name, or any listing which, in the opinion of the company, is likely to mislead or deceive calling persons as to the identity of the listed party, or is intended for advertising purposes or to secure a preferential position in the directory or is more elaborate than is reasonable necessary to identify the listed party.
- E.** The length of any listing is limited by the use of abbreviations, where, in the opinion of the Company, the clearness of the listing and the identification of the listed party is not impaired thereby. Where more than one line is required to properly list the party, no additional charge is made.
- F.** Listings are regularly provided in connection with exchange service of all classes, grades and types

6.5.2 Listings**A. Primary Listing**

- .1 One listing without charge, termed the primary listing, is provided for each call number in connection with exchange service.
- .2 One primary listing is provided for each joint user.
- .3 The primary listing is ordinarily the name of the customer or joint user, or the name under which a business is regularly conducted. Where the service is contracted for by one party for the use of a second party, the primary listing may be the name of the second party.
- .4 A dual name listing is comprised of a surname, two first names, an address and telephone number. This listing may be provided as the primary listing associated with residence service for two persons who share the same surname and reside at the same address or for a person known by two first names.

SECTION 6.0 - MISCELLANEOUS SERVICES, (CONT'D.)

6.5 Directory Listing Service, (Cont'd.)

6.5.2 Listings, (Cont'd.)

B. Additional Listings

.1 Residence Additional Listings

- a. Residence additional listings are listings in addition to the primary listing furnished in connection with residence service and may be the names of members of the customer=s family or of other persons residing in the Customer=s household.
- b. Residence additional listings are also permitted in connection with non-residence service which is located in a residence and for permanent guests residing in a transient hotel, motel, or club, and tenants in an apartment house or apartment hotel.

.2 Addresses and Telephone Numbers of Additional Listings

Ordinarily, all additional listings are of the same address and telephone number as the primary listings, except in the case of alternate listings and listings for systems or services with in-dialing.

SECTION 6.0 - MISCELLANEOUS SERVICES, (CONT'D.)

6.5 Directory Listing Service, (Cont'd.)

6.5.2 Listings, (Cont=d.)

B. Additional Listings, (Cont=d.)

.3 Special Types of Additional Listings

a. Duplicate Listings

Duplicate listings(i.e., listings of nicknames, abbreviated names) are permitted when, in the opinion of the Company, they are not desired to secure a preferential position in the directory or for advertising purposes.

b. Cross-Reference Listings

(1) Cross-reference listings cover:

- * Names which are commonly spelled in more than one way
- * Names of formerly existing business which have been superseded by that of the Customer
- * Rearrangement of names when such rearrangement is not for the purpose of securing a preferential position in the directly or for advertising purposes.

(2) Cross-reference listings consist of a name, a reference to the primary listing, and, if desire, a telephone number.

SECTION 6.0 - MISCELLANEOUS SERVICES, (CONT'D.)

6.5 Directory Listing Service, (Cont'd.)

6.5.2 Listings, (Cont=d.)

B. Additional Listings, (Cont=d.)

.3 Special Types of Additional Listings, (Cont=d.)

c. Alternate Listings

Listings which refer calling persons to another telephone number at night and on Sundays and holidays, or in case no answer is received on a the call to the primary number.

d. Foreign Listings

Listings in an alphabetical directory of an exchange other than that in which the listed service is furnished are furnished under the provisions applicable to regular additional listings in the directory

SECTION 6.0 - MISCELLANEOUS SERVICES, (CONT'D.)**6.5 Directory Listing Service, (Cont'd.)****6.5.2 Listings, (Cont'd.)****C. Nonpublished Service**

- .1 Upon receipt of an authorization signed by the customer, in a form satisfactory to the Company, the name of that customer and the telephone number assigned to the service furnished to him will be omitted or deleted from the Company=s telephone directories and his telephone number will be omitted or deleted from the Company=s information records, subject to the provisions set forth below.
- .2 The Company will endeavor to prevent the disclosure of the telephone number, but shall not be liable should such number be divulged through inadvertence, or under the following circumstances where the number will be disclosed:
 - a. Where the nonpublished service customer calls the enhanced universal emergency telephone number (i.e., 911) to the extent that the originating telephone number, address and name associated with the originating number are furnished to the 911 service Public Service Answering Points.
 - b. Where the nonpublished service customer calls the telephone number of a customer subscribing to Caller ID, without using the Caller Identification Blocking as described in Section 5.5 of this tariff, to the extent that the originating telephone number is displayed on a Caller ID display device.
 - c. Where the nonpublished service customer is called back by a customer who subscribes to and uses Return Call to return the call to the extent that the originating telephone number is displayed within the call detail section of the Call Return subscriber=s billing statement.
 - d. Where the nonpublished service customer calls another customer, who interprets the phone call as a harassing or threatening call and uses the Call Trace service to have the calling party telephone number and further information referred to the local law enforcement agency.

SECTION 6.0 - MISCELLANEOUS SERVICES, (CONT'D.)**6.5 Directory Listing Service, (Cont'd.)****6.5.2 Listings, (Cont'd.)****D. Nonlisted Service**

Upon receipt of an authorization signed by the customer, in a form satisfactory to the company, nonlisted service will be provided by the Company. With nonlisted service the customer listing is omitted or deleted from the Company's directories, however, these listings are contained in information records and will be furnished upon request of the calling party.

6.5.3 Monthly Recurring Charges - Residence

	<u>Maximum</u>	<u>Current</u>
Primary Listings	\$0.00	\$0.00
Additional Listings	--	\$1.80
Non-Listed Service	--	\$2.20
Non Published Service	\$5.00	\$2.20
Toll Free	N/A	N/A

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SECTION 7.0 - ACCESS SERVICES

7.1 General

Rates and regulations for the Company's Access Services may be found in the Company's P.U.C.O. Tariff No. 3.

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SECTION 8.0 - PROMOTIONAL OFFERINGS**8.1 Special Promotions**

The Company may, from time to time, offer services in this Tariff at special promotional rates and/or terms. Such promotional arrangements shall be filed with the Commission when so required. All rates and terms contained in this Tariff shall continue to apply unless specifically addressed in the promotional agreements.

8.2 ACN Advantage Unlimited Promotion

Until November 4, 2005, new and existing Customers are eligible to subscribe to ACN Advantage Unlimited Service at a discounted promotional rate. ACN Advantage Unlimited service voice lines provide Customers with unlimited local calling, six calling features at no additional charge, and unlimited intrastate/interstate toll calling. The optional data/fax line includes unlimited local calling. Data/fax line intrastate and interstate toll calls are billed in sixty (60) second increments after an initial period, for billing purposes, of sixty (60) seconds.

Monthly and Usage Rates

Monthly Recurring Charge:	
Local exchange access line:	\$47.99
Data/Fax line:	\$19.81
Toll free calling, per minute	
IntraLATA:	\$0.10
InterLATA:	\$0.10

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SECTION 8.0 - PROMOTIONAL OFFERINGS, (CONT'D.)**8.3 ACN Advantage Home Promotion**

Beginning May 15, 2004 and continuing until December 8, 2004, new customers who subscribe to ACN Advantage Home will receive intraLATA and interLATA toll service at a discounted promotional per minute rate. ACN Advantage Home provides Customers with a voice local exchange line with a fixed number of local minutes (local call allowance) for a flat monthly recurring charge, selected calling features at no additional charge, and access to intrastate and interstate toll service. Calls above the local call allowance and intrastate and interstate toll calls are billed in sixty (60) second increments after an initial period, for billing purposes, of sixty (60) seconds. An optional data/fax line is available as an additional line, and includes unlimited local calling.

8.3.1 Service Features

ACN Advantage Home includes the following features:

1. Local exchange voice line and 1000 minutes of local calling (call allowance)
2. Calling Features: Caller ID, Three Way Calling, Call Waiting. Additional features are available on a monthly subscription basis.
3. ACN Subscriber to ACN Subscriber Calling at no charge.
4. Optional Data/Fax lines include local exchange line and unlimited local calling.

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SECTION 8.0 - PROMOTIONAL OFFERINGS, (CONT'D.)**8.3 ACN Advantage Home Promotion, (Cont'd.)****8.3.2 Rates****.1 Non-Recurring Charges**

Service connection charges may apply. See Section 12.1.1 of this tariff.

.2 Monthly and Usage Rates**Monthly Recurring Charge:**

ACN Advantage Home access line: \$22.50

Data/Fax line: \$14.81

Local calls above the Call Allowance, per minute: \$0.0100

Intrastate toll calls, per minute

IntraLATA: \$0.050

InterLATA: \$0.050

Toll free calling, per minute

IntraLATA: \$0.10

InterLATA: \$0.10

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SECTION 8.0 - PROMOTIONAL OFFERINGS, (CONT'D.)**8.4 ACN Advantage Plus Promotion**

Until December 31, 2005, new customers who subscribe to ACN Advantage Plus will receive intraLATA and interLATA toll calling in excess of the allowance at a discounted promotional per minute rate. ACN Advantage Plus provides Customers with a local exchange voice line with unlimited local calling for a flat monthly recurring charge, selected calling features at no additional charge and 100 minutes of combined intrastate/interstate toll calling per month. Calls above the intrastate and interstate toll call allowance are billed in sixty (60) second increments after an initial period, for billing purposes, of sixty (60) seconds. An optional data/fax line is available as an additional line, and includes unlimited local calling.

A. Service Features

ACN Advantage Plus includes the following features:

1. Local exchange voice line and unlimited local calling
2. Custom Calling Features: Caller ID/Caller ID with Name, Three Way Calling, Call Waiting, and Call Forwarding
3. 100 minutes of direct dial outbound long distance calling (intrastate and interstate combined). Toll free calling and calls made via Company Calling Card are not included.
4. ACN Subscriber to ACN Subscriber Calling at no charge.
5. Optional Data/Fax lines include local exchange line and unlimited local calling.

SECTION 8.0 - PROMOTIONAL OFFERINGS, (CONT'D.)**8.4 ACN Advantage Plus Promotion, (Cont'd.)****8.4.2 Rates****.1 Non-Recurring Charges**

Service connection charges may apply. See Section 12.1.1 of this tariff.

.2 Monthly and Usage Rates

Monthly Recurring Charge:

ACN Advantage Plus access line: \$39.99

Data/Fax line: \$19.81

Intrastate toll calls, per minute (above allowance)

IntraLATA: \$0.050

InterLATA: \$0.050

Toll free calling, per minute

IntraLATA: \$0.10

InterLATA: \$0.10

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SECTION 8.0 - PROMOTIONAL OFFERINGS, (CONT'D.)

8.5 [Reserved for Future Use]

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SECTION 8.0 - PROMOTIONAL OFFERINGS, (CONT'D.)**8.6 50% Discount Promotion**

Beginning February 1, 2005, any existing ACN residential long distance service Customer who migrates their local exchange service to ACN, selecting any Residential Bundled Service, will receive a 50% discount on the Monthly Recurring Charge (MRC) for that bundled service. The discount does not apply to usage, calling features, nonrecurring charges, surcharges or taxes. The discount applies per account and is therefore applicable only to the Customer's primary line in the event more than one line is associated with an account. The service will revert to the tariffed price on the Customer's third invoice. This offer may not be combined with any other promotions.

This promotion is available until May 1, 2005.

8.7 3rd Month Free Promotion

Beginning February 1, 2005, any existing ACN residential long distance service Customer who migrates their local exchange to service to ACN, selecting any Residential Bundled Service, will receive the third month Monthly Recurring Charge (MRC) for that service at no charge. The free month does not apply to usage, calling features, nonrecurring charges, surcharges or taxes. This promotion applies per account and is therefore applicable only to the Customer's primary line in the event more than one line is associated with an account. This offer may not be combined with any other promotions.

This promotion is available until May 1, 2005.

8.8 \$10 Discount for 3 Months

Beginning February 1, 2005, any existing ACN residential long distance service Customer who migrates their local exchange to service to ACN, selecting any Residential Bundled Service, will receive a \$10 discount off the Monthly Recurring Charge (MRC) for the first three (3) months of service. The discount does not apply to usage, calling features, nonrecurring charges, surcharges or taxes. The discount applies per account and is therefore applicable only to the Customer's primary line in the event more than one line is associated with an account. The service will revert to the tariffed price on the Customer's fourth invoice. This offer may not be combined with any other promotions.

This promotion is available until May 1, 2005.

SECTION 8.0 - PROMOTIONAL OFFERINGS, (CONT'D.)**8.9 ACN Advantage Unlimited II Promotion**

Residential Customers who sign up for ACN Advantage Unlimited II Service between December 1, 2006 through February 28, 2007 will receive a credit on the initial three (3) invoices for this service. Customer bills will show the tariffed rate and a credit, indicating an effective rate reduction on the invoice. This discounted rate will apply to all new ACN Advantage Unlimited II Customers as well as existing ACN customers currently subscribed to other ACN residential services and who chose to migrate their service to ACN Advantage Unlimited II. At the end of the three (3) invoice period, the service rate will revert to the standard rate as tariffed. All other terms and conditions of the service apply.

Promotional Monthly Recurring Charge

ACN Advantage Unlimited II Access Line: \$34.99

Issued: April 3, 2008

Issued by:

Daniel Crowley
Vice President - Finance
32991 Hamilton Court
Farmington Hills, MI 48334

Effective: April 3, 2008

ohl0802

SECTION 8.0 - PROMOTIONAL OFFERINGS, (CONT'D.)**8.10 2007 ACN Advantage Unlimited II Promotion**

Beginning March 1, 2007 and continuing through May 31, 2007, new residential Customers are eligible to subscribe to ACN Advantage Unlimited II, a bundled local exchange service, at a discounted promotional rate. ACN Advantage Unlimited II voice lines provide Customers with unlimited local calling, selected calling features at no additional charge and unlimited direct dial intrastate/interstate toll calling. All other terms and conditions of the service apply as tariffed.

Local Exchange Line, per month: \$38.99

8.11 2007 ACN Advantage Plus – Standard and Value Options Promotion

Beginning March 1, 2007 and continuing through May 31, 2007, new residential Customers are eligible to subscribe to ACN Advantage Plus – Standard and Value Options, a bundled local exchange service, at a discounted promotional rate. ACN Advantage Plus – Standard and Value Options voice lines provide Customers with unlimited local calling and selected calling features at no additional charge. All other terms and conditions of the service apply as tariffed.

Local Exchange Line, per month: \$28.99

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SECTION 8.0 - PROMOTIONAL OFFERINGS, (CONT'D.)**8.12 Fall 2007 ACN Advantage Unlimited II Promotion**

Beginning August 28, 2007 and continuing through June 30, 2008, new residential Customers are eligible to subscribe to ACN Advantage Unlimited II, a bundled local exchange service, at a discounted promotional rate. ACN Advantage Unlimited II voice lines provide Customers with unlimited local calling, selected calling features at no additional charge and unlimited direct dial intrastate/interstate toll calling. All other terms and conditions of the service apply as tariffed.

Local Exchange Line, per month: \$38.99

8.13 Fall 2007 ACN Advantage Plus – Standard and Value Options Promotion

Beginning August 28, 2007 and continuing through June 30, 2008, new residential Customers are eligible to subscribe to ACN Advantage Plus – Standard and Value Options, a bundled local exchange service, at a discounted promotional rate. ACN Advantage Plus – Standard and Value Options voice lines provide Customers with unlimited local calling and selected calling features at no additional charge. All other terms and conditions of the service apply as tariffed.

Local Exchange Line, per month: \$28.99

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Vice President - Finance
32991 Hamilton Court
Farmington Hills, MI 48334

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SECTION 8.0 - PROMOTIONAL OFFERINGS, (CONT'D.)**8.14 Referral Credit**

Beginning October 24, 2007, current residential ACN Customers who have been active Customers for 90 days are eligible for a credit for referring a new Customer who purchases any ACN service. Current ACN Customers will receive a \$20 credit for each new Customer referral where the new Customer purchases ACN local exchange service or \$10 where the new Customer referral who purchases ACN long distance service. The referral credit will apply to the third (3rd) invoice after the new consumer signs up for ACN service.

The referred consumer will receive a one-time fifty percent (50%) discount off the tariff price of the service purchased. The credit will apply to the consumer's third (3rd) invoice and will not apply to taxes, surcharges, regulatory fees or nonrecurring fees. New Customers will only be eligible to one 50% credit under this offer. If the new Customer disconnects service before the credit is applied, the new Customer will not be eligible to receive the credit.

8.15 ACN Wireless Promotion

Beginning October 24, 2007, Current ACN customers in good standing will receive a credit if they purchase wireless service through ACN. Customers of ACN local exchange service will receive a one time \$25 credit and Customers of ACN long distance service will receive a one time \$10 credit. The credit will be applied to the Customer's bill statement after thirty (30) days as a good standing wireless customer. ACN provides wireless service to its customers as an agent and is not currently a reseller or facilities-based provider of wireless service.

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ACN Communication Services, Inc.

EXHIBIT B

Proposed Revised Tariff Pages

The Company submits a replacement tariff

*This tariff, P.U.C.O. Tariff No. 5, cancels and replaces in its entirety
the Company's P.U.C.O. Tariff No. 4 currently on file with the Commission*

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES
APPLYING TO LOCAL EXCHANGE SERVICE
WITHIN THE STATE OF OHIO

This tariff contains the descriptions, regulations, and rates applicable to the provision of local exchange telecommunications services provided by ACN Communication Services, Inc. with principal offices at 1000 Progress Place NE, Concord, North Carolina 28025 for services furnished within the State of Ohio. This tariff is on file with the Public Utility Commission of Ohio, and copies may be inspected, during normal business hours, at the Company's principal place of business.

This tariff describes the terms, conditions, services and rates applicable to the provision of local exchange telecommunications services and is in compliance with Rule 4901:1-6 O.A.C.

Issued: May 18, 2011
Issued by:

Brian Krass, Treasurer/CFO
ACN Communication Services, Inc.
1000 Progress Place NE
Concord, North Carolina

Effective: May 19, 2011

OHf1102

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CHECK SHEET

Pages of this tariff are effective as of the date shown at the bottom of the respective page(s). Original and revised pages 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.

SECTION	PAGE	REVISION	SECTION	PAGE	REVISION
	Title	Original *	2	21	Original *
Preface	1	Original *	2	22	Original *
Preface	2	Original *	2	23	Original *
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1	1	Original *	2	27	Original *
1	2	Original *	2	28	Original *
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2	1	Original *	4	1	Original *
2	2	Original *	4	2	Original *
2	3	Original *	4	3	Original *
2	4	Original *	4	4	Original *
2	5	Original *	4	5	Original *
2	6	Original *	4	6	Original *
2	7	Original *	4	7	Original *
2	8	Original *	4	8	Original *
2	9	Original *	5	1	Original *
2	10	Original *	5	2	Original *
2	11	Original *	5	3	Original *
2	12	Original *	6	1	Original *
2	13	Original *	6	2	Original *
2	14	Original *	7	1	Original *
2	15	Original *			
2	16	Original *			
2	17	Original *			
2	18	Original *			
2	19	Original *			
2	20	Original *			

* - indicates those pages included with this filing.

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

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

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

APPLICATION OF TARIFF

The applicable requirements of the Ohio Administrative Code and the Ohio Revised Code apply to the operations of the Company. The Company will comply with the Commission's policies and requirements for persons with communications disabilities and privacy and number disclosure requirements covered in subject cases. Any changes in terms or conditions of this tariff and/or operations of the Company will generate an obligation of the Company to provide notice of such changes in accordance with the Commission's Rules.

SERVICE AREA DESCRIPTION

ACN will offer service in those areas currently served by AT&T Ohio, Verizon North, Inc., Cincinnati Bell Telephone Company LLC and United of Ohio d/b/a CenturyLink. This tariff is effective only where an interconnection agreement is effective between ACN and the underlying carrier. Specific service area information may be found in Section 3 of this tariff.

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TARIFF FORMAT

A. Page Numbering - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.

B. Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th Revised Page 14 cancels the 3rd Revised Page 14. Because of various suspension periods, deferrals, etc., the most current page number on file with the Commission is not always the tariff page in effect. 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 Sheets - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages 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 page if these are the only changes made to it (i.e., the format, etc. remain 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 page is the most current on file with the Commission.

SECTION 1.0 - DEFINITIONS

ACN - Refers to ACN Communication Services, Inc., issuer of this tariff.

Access Line - An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects a Customer's location to Carrier's location or switching center.

Account Codes - Permits Centrex Stations and attendants to dial an account code number of up to eight digits. For use when placing calls over facilities arranged for Automatic Message Accounting (AMA) recording. The account or project number must be input prior to dialing the called number.

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

Authorization Code - A numerical code, one or more of which may be assigned to a Customer, to enable Carrier to identify the origin of service of the Customer so it may rate and bill the call. All authorization codes shall be the sole property of Carrier and no Customer shall have any property or other right or interest in the use of any particular authorization code. Automatic numbering identification (ANI) may be used as or in connection with the authorization code.

Authorized User - A person, firm or corporation authorized by the Customer to be an end-user of the service of the Customer.

Automatic Numbering Identification (ANI) - A type of signaling provided by a local exchange telephone company which automatically identifies the local exchange line from which a call originates.

Commission - Public Utility Commission of Ohio.

Common Carrier - An authorized company or entity providing telecommunications services to the public

Company - ACN Communication Services, Inc., the issuer of this tariff.

Customer - The person, firm or corporation that orders service and is responsible for the payment of charges and compliance with the terms and conditions of this tariff.

SECTION 1.0 - DEFINITIONS, (CONT'D.)

Customer Premises - A location designated by the Customer for the purposes of connecting to the Company's services.

Customer Terminal Equipment - Terminal equipment provided by the Customer.

Deposit - Refers to a cash or equivalent of cash security held as a guarantee for payment of the charges.

End Office - The LEC switching system office or serving wire center where Customer station loops are terminated for purposes of interconnection to each other and/or to trunks.

Equal Access - A form of dialed access provided by local exchange companies whereby interexchange calls dialed by the Customer are automatically routed to the Company's network. Presubscribed Customers may also route interexchange calls to the Company's network by dialing an access code supplied by the Company.

Exchange Telephone Company or Telephone Company - Denotes any individual, partnership, association, joint-stock company, trust, or corporation authorized by the appropriate regulatory bodies to engage in providing public switched communication service throughout an exchange area, and between exchange areas within the LATA.

ICB - Individual Case Basis.

IXC or Interexchange Carrier- A long distance telecommunications services provider.

SECTION 1.0 - DEFINITIONS, (CONT'D.)

Interruption - The inability to complete calls due to equipment malfunctions or human errors. Interruption shall not include, and no allowance shall be given for service difficulties such as slow dial tone, circuits busy or other network and/or switching capability shortages. Nor shall Interruption include the failure of any service or facilities provided by a common carrier or other entity other than the Carrier. Any Interruption allowance provided within this Tariff by Carrier shall not apply where service is interrupted by the negligence or willful act of the Customer, or where the Carrier, pursuant to the terms of this Tariff, terminates service because of non-payment of bills, unlawful or improper use of the Carrier's facilities or service, or any other reason covered by this Tariff or by applicable law.

LATA - A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4, or its successor tariff(s).

LEC - Local Exchange Company refers to the dominant, monopoly local telephone company in the area also served by the Company.

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

MOU - Minutes of Use.

NECA - National Exchange Carriers Association.

Non-Recurring Charge ("NRC") - The initial charge, usually assessed on a one-time basis, to initiate and establish service.

SECTION 1.0 - DEFINITIONS, (CONT'D.)

PBX - Private Branch Exchange

PIN - Personal Identification Number. See Authorization Code.

Point of Presence ("POP") - Point of Presence.

P.U.C.O. - Public Utilities Commission of Ohio.

Recurring Charges - Monthly charges to the Customer for services, and equipment, which continues for the agreed upon duration of the service.

Service - Any means of service offered herein or any combination thereof.

Service Order - The written request for Company services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order Form by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff.

Serving Wire Center - A specified geographic point from which the vertical and horizontal coordinate is used in calculation of airline mileage.

Shared Inbound Calls - Refers to calls that are terminated via the Customer's Company-provided local exchange line.

Shared Outbound Calls - Refers to calls in Feature Group (FGD) exchanges whereby the Customer's local telephone lines are presubscribed by the Company to the Company's outbound service such that "1 + 10-digit number" calls are automatically routed to the Company's or an IXC's network. Calls to stations within the Customer's LATA may be placed by dialing "10XXX" or "101XXXX" with 1 + 10-digit number."

SECTION 1.0 - DEFINITIONS, (CONT'D.)

Station - The network control signaling unit and any other equipment provided at the Customer's premises which enables the Customer to establish communications connections and to effect communications through such connections.

Subscriber - The person, firm, partnership, corporation, or other entity who orders telecommunications service from ACN. Service may be ordered by, or on behalf of, those who own, lease or otherwise manage the pay telephone, PBX, or other switch vehicle from which an End User places a call utilizing the services of the Company.

Switched Access Origination/Termination - Where access between the Customer and the interexchange carrier is provided on local exchange company Feature Group circuits and the connection to the Customer is a LED-provided business or residential access line. The cost of switched Feature Group access is billed to the interexchange carrier.

Terminal Equipment - Any telecommunications equipment other than the transmission or receiving equipment installed at a Company location.

Usage Charges - Charges for minutes or messages traversing over local exchange facilities.

User or End User - A Customer, Joint User, or any other person authorized by a Customer to use service provided under this tariff.

SECTION 2.0 - REGULATIONS**2.1 Undertaking of the Company****2.1.1 Scope**

The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission between points within the state of Ohio.

Customer may use services and facilities provided under this tariff to obtain access to services offered by other service providers. The Company is responsible under this tariff only for the services and facilities provided herein, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own Customers.

2.1.2 Shortage of Equipment or Facilities

- A.** The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- B.** The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

SECTION 2.0 - REGULATIONS, (CONT'D.)**2.1 Undertaking of the Company, (Cont'd.)****2.1.3 Terms and Conditions**

- A. Service is provided on the basis of a minimum period of one month, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have 30 days.
- B. Except as otherwise stated in this tariff, Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- C. At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month-to-month basis at the then current rates unless terminated by either party upon notice. 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 that by their nature extend beyond the termination of the term of the service order shall survive such termination.
- D. Service may be terminated upon written notice to the Customer, pursuant to the Ohio Administrative Code, if:
 - 1. the Customer is using the service in violation of this tariff; or
 - 2. the Customer is using the service in violation of the law.
- E. This tariff shall be interpreted and governed by the laws of the state of Ohio regardless of its choice of laws provision.

SECTION 2.0 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.3 Terms and Conditions, (Cont'd.)

- F.** Any other Telephone Company may not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.
- G.** To the extent that either the Company or any other telephone company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its Customers. At the reasonable request of either party, the Company and the other telephone company shall join the attempt to obtain from the owner of the property access for the other party to serve a person or entity.

SECTION 2.0 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Limitations on Liability

- A.** Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.6.
- B.** Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- C.** The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

SECTION 2.0 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Limitations on Liability, (Cont'd.)

- D.** The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to:
1. Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers or warehousemen, except as contracted by the Company;
 2. Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to: fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
 3. Any unlawful or unauthorized use of the Company's facilities and services;
 4. Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the material transmitted by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services;
 5. Breach in the privacy or security of communications transmitted over the Company's facilities;

SECTION 2.0 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Limitations on Liability, (Cont'd.)

D. (Cont'd.)

6. Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in paragraph A. of this Subsection 2.1.4.
7. Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;
8. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;
9. Any noncompletion of calls due to network busy conditions;
10. Any calls not actually attempted to be completed during any period that service is unavailable;
11. And any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of the Company's services or facilities.

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SECTION 2.0 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Limitations on Liability, (Cont'd.)

- E.** The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.
- F.** The Company makes no warranties or representations, EXPRESS OR IMPLIED, either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.
- G.** Failure by the Company to assert its rights pursuant to one provision of this rate sheet does not preclude the Company from asserting its rights under other provisions.
- H. Directory Errors** - In the absence of gross negligence or willful misconduct, no liability for damages arising from errors or mistakes in or omissions of directory listings, or errors or mistakes in or omissions of listing obtainable from the directory assistance operator, including errors in the reporting thereof, shall attach to the Company. An allowance for errors or mistakes in or omissions of published directory listings or for errors or mistakes in or omissions of listing obtainable from the directory assistance operator shall be, in accordance with the Minimum Telephone Service Standards as codified Chapter 4901:1-5 of the Ohio Administrative Code, a credit of not less than three months local service charges. Such credit shall not apply in cases where the Customer has provided such listing information after the deadline for directory publication.

SECTION 2.0 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Limitations on Liability, (Cont'd.)

I. With respect to Emergency Number 911 Service:

1. 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 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 other defects in the provision of service, of (2) installation, operation, failure to operate, maintenance, removal, presence, condition, local or use of any equipment and facilities furnishing this service.
2. Neither is the Company responsible for any infringement, nor invasion of the right of privacy of any person or persons, caused or claimed to have been caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 service features and the equipment associated therewith, or by any services furnished by the Company, including, but not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its users, agencies or municipalities, or the employees or agents of any one of them.

SECTION 2.0 - REGULATIONS, (CONT'D.)**2.1 Undertaking of the Company, (Cont'd.)****2.1.4 Limitations on Liability, (Cont'd.)****I. With respect to Emergency Number 911 Service, (Cont'd.)**

3. When a Customer with a nonpublished telephone number, as defined herein, places a call to the 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 emergency 911 service upon request of such governmental authority. By subscribing to service under this rate sheet, the Customer acknowledges and agrees with the release of information as described above.

- J. 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.

2.1.5 Notification of Service-Affecting Activities

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

SECTION 2.0 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.6 Provision of Equipment and Facilities

- A. The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in this tariff.
- B. The Company shall use reasonable efforts to maintain the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- C. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- D. Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which it was provided.
- E. The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the Premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

SECTION 2.0 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.6 Provision of Equipment and Facilities, (Cont'd.)

- F.** The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
1. the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
 2. the reception of signals by Customer-provided equipment.

SECTION 2.0 - REGULATIONS, (CONT'D.)**2.1 Undertaking of the Company, (Cont'd.)****2.1.7 Non-routine Installation**

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.

2.1.8 Special Construction

Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is that construction undertaken:

- A. where facilities are not presently available to provide service other than basic service;
- B. of a type other than that which the Company would normally utilize in the furnishing of its services;
- C. over a route other than that which the Company would normally utilize in the furnishing of its services;
- D. in a quantity greater than that which the Company would normally construct;
- E. on a temporary basis until permanent facilities are available;

2.1.9 Ownership of Facilities

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

SECTION 2.0 - REGULATIONS, (CONT'D.)**2.2 Prohibited Uses**

- 2.2.1** The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.2** The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and Commission regulations, policies, orders, and decisions.
- 2.2.3** The Company may block any signals being transmitted over its Network by Customers that cause interference to the Company or other users. Customer shall be relieved of all obligations to make payments for charges relating to any blocked Service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.
- 2.2.4** A customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this tariff will apply.

SECTION 2.0 - REGULATIONS, (CONT'D.)**2.3 Obligations of the Customer****2.3.1 General**

The Customer is responsible for making proper application for service; placing any necessary order, complying with tariff regulations; payment of charges for services provided. Specific Customer responsibilities include, but are not limited to the following:

- A. the payment of all applicable charges pursuant to this tariff;
- B. reimbursing the Company for damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- C. providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- D. obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduits necessary for installation of fiber optic cable and associated equipment used to provide Communication Services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1(C.)
Any and all costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;

SECTION 2.0 - REGULATIONS, (CONT'D.)**2.3 Obligations of the Customer, (Cont'd.)****2.3.1 General, (Cont'd.)**

- E.** providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. asbestos) prior to any construction or installation work;
- F.** complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1D.; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- G.** not creating, or allowing to be placed, any liens or other encumbrances on the Company's equipment or facilities; and
- H.** making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

SECTION 2.0 - REGULATIONS, (CONT'D.)

2.3 Obligations of the Customer, (Cont'd.)

2.3.2 Claims

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

- A.** any loss, destruction or damage to property of the Company or any third party, or the death of or injury to persons, including, but not limited to, employees or invitees of either the Company or the Customer, 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
- B.** any claim, loss damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary of intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a name not contemplated by the agreement between the Customer and the Company.

SECTION 2.0 - REGULATIONS, (CONT'D.)**2.4 Customer Equipment and Channels****2.4.1 General**

A Customer may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A Customer may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.

2.4.2 Station Equipment

- A. Terminal equipment on the Customer's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company Point of Connection.
- B. The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense, subject to prior Customer approval of the equipment expense.

SECTION 2.0 - REGULATIONS, (CONT'D.)

2.4 Customer Equipment and Channels, (Cont'd.)

2.4.3 Interconnection of Facilities

- A.** Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communication Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- B.** Communication Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers that are applicable to such connections.
- C.** Facilities furnished under this tariff may be connected to Customer-provided terminal equipment in accordance with the provisions of this tariff.

SECTION 2.0 - REGULATIONS, (CONT'D.)

2.4 Customer Equipment and Channels, (Cont'd.)

2.4.4 Inspections

- A. Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2A. for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- B. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

SECTION 2.0 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements

2.5.1 Payment for Service

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer and to all Authorized Users by the Customer, regardless of whether those services are used by the Customer itself or are resold to or shared with other persons.

The security of the Customer's PIN is the responsibility of the Customer. All calls placed using a PIN shall be billed to and shall be the obligation of the Customer. The Customer shall not be responsible for charges in connection with the unauthorized use of PINs arising after the Customer notifies the Company of the loss, theft, or other breach of security of such PINs.

Customers will only be charged once, on either an interstate or intrastate basis, for any nonrecurring charges.

SECTION 2.0 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements

2.5.2 Billing and Collection of Charges

Bills will be rendered monthly to Customer. The Company's bills and billing practices will comply with the Ohio Administrative Code.

A. Late Payment

Amounts not paid within thirty (30) days after the date of the invoice, but no sooner than nineteen (19) days after the postmark on the bill, are considered past due, and a late payment penalty shall be due the Company. The late payment penalty shall be \$5.00 or that portion of the payment of regulated charges not received by the due date minus any charges billed as local taxes, multiplied by 1.5%, whichever is greater. Late fees will not be applied to disputed charges, service establishment charges for Lifeline services and will not be assessed on any previous late fees included in the amount due.

2.5.3 Disputed Bills

Disputed bills will be handled in compliance with the Ohio Administrative Code.

SECTION 2.0 - REGULATIONS, (CONT'D.)**2.5 Payment Arrangements, (Cont'd.)****2.5.4 Advance Payments**

The Company may require a Customer to make an Advance Payment for special construction before a specific service or facility is furnished. The Advance payment will not exceed an amount equal to the non-recurring charge(s) for special construction for the service or facility. The Advance Payment will be credited to the Customer's initial bill. An Advance Payment may be required in addition to a Deposit.

2.5.5 Deposits

- A. To safeguard its interests, the Company may, in accordance with the Ohio Administrative Code, require a Customer to make a deposit prior to or at any time after the provision of service to the Customer to be held by the Company as a guarantee of the payment of rates and charges. A deposit may be required if the Customer does not otherwise satisfactorily establish credit. No such deposit will be required of a Customer that has established satisfactory credit. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation.
- B. The deposit will not exceed an amount equal to two month's average monthly bill for all regulated local exchange services for the ensuing twelve months, plus thirty percent (30%) of estimated monthly recurring charges.

SECTION 2.0 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.5 Deposits, (Cont'd.)

- C.** A deposit may be required in addition to an Advance Payment.
- D.** When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded within 45 days from the date of termination. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account.
- E.** Deposits held for 180 days or longer will accrue interest at an annual rate of 3% and will be refunded to the Customer after twelve consecutive months if the following conditions are met: a) the Customer must have paid the bill for twelve consecutive months without having service discontinued for nonpayment; b) the Customer must not have been late in paying the bill more than two times within a twelve month period; and c) the Customer must not be delinquent in bill payment at the end of the twelve month period.

2.5.6 Discontinuance of Service

Discontinuance of service will be in compliance with the Ohio Administrative Code.

SECTION 2.0 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.7 Cancellation of Application for 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:

- A. Where the Company has notified a Customer or prospective Customer of the possibility that special expenses may be incurred in connection with provisioning their 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.

SECTION 2.0 - REGULATIONS, (CONT'D.)

2.6 Allowances for Interruptions in Service

2.6.1 Credit for Interruptions

Credit for interruptions in service will be compliance with the Ohio Administrative Code.

2.6.2 Limitations on Allowances

Limitations on allowances will be compliance with the Ohio Administrative Code..

2.6.3 Use of Another Means of Communications

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

SECTION 2.0 - REGULATIONS, (CONT'D.)**2.6 Allowances for Interruptions in Service, (Cont'd.)****2.6.4 Cancellation For Service Interruption**

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

2.7 Use of Customer's Service by Others**2.7.1 Joint Use Arrangements**

Joint use arrangements will be permitted for all services provided under this tariff. From each joint use arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the service will be allocated. The Company will accept orders to start, rearrange, relocate, or discontinue service only from the designated Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the service, each joint user shall be responsible for the payment of the charges billed to it.

SECTION 2.0 - REGULATIONS, (CONT'D.)**2.8 Cancellation of Service/Termination Liability**

If a Customer cancels a Service Order or terminates services before the completion of a contract term for any reason whatsoever other than a service interruption (as defined in Section 2.6.1 above), the Customer agrees to pay to the Company termination liability charges, as defined below. These charges shall become due as of the effective date of the cancellation or termination and be payable within the period, set forth in Section 2.5.2.

2.8.1 Termination Liability

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

- A. all unpaid Non-Recurring charges reasonably expended by the Company to establish service to the Customer; plus
- B. any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the Customer; plus
- C. all Recurring Charges specified in the applicable Service Order Tariff for the balance of the then current term discounted at the prime rate announced in the Wall Street Journal on the third business day following the date of cancellation;
- D. minus a reasonable allowance for costs avoided by the Company as a direct result of the Customer's cancellation.

2.9 Transfers and Assignments

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:

- 2.9.1 pursuant to any sale or transfer of substantially all the assets of the Company; or
- 2.9.2 pursuant to any financing, merger or reorganization of the Company.

SECTION 2.0 - REGULATIONS, (CONT'D.)**2.10 Customer Liability for Unauthorized Use of the Network**

Unauthorized use of the network occurs when a person or entity that does not have actual, apparent, or implied authority to use the network, obtains the Company's services provided under this rate sheet.

2.10.1 Customer Liability for Fraud and Unauthorized Use of the Network

- A.** The Customer is liable for the unauthorized use of the network obtained through the fraudulent use of a Company calling card, if such a card is offered by the Company, or an accepted credit card, provided that the unauthorized use occurs before the Company has been notified.
- B.** A Company calling card is a telephone calling card issued by the Company at the Customer's request, which enables the Customer or user(s) authorized by the Customer to place calls over the Network and to have the charges for such calls billed to the Customer's account.

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

- C.** The Customer must give the Company written or oral notice that an unauthorized use of a Company calling card or an accepted credit card has occurred or may occur as a result of loss, and/or theft.
- D.** The Customer is responsible for payment of all charges for calling card services furnished to the Customer or to users authorized by the Customer to use service provided under this rate sheet, unless due to the negligence of the Company. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by third parties, the Customer's employees, or the public.

The liability of the Customer for unauthorized use of the Network by credit card fraud will not exceed the lesser of fifty dollars (\$50.00) or the amount of money, property, labor, or services obtained by the unauthorized user before notification to the Company.

SECTION 2.0 - REGULATIONS, (CONT'D.)

2.11 Notices and Communications

- 2.11.1** The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.11.2** The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 2.11.3** All notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.11.4** The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.
- 2.11.5** Customer bills will contain all of the information required by the Ohio Administrative Code.

SECTION 2.0 - REGULATIONS, (CONT'D.)

2.12 Miscellaneous Provisions

2.12.1 Telephone Number Changes

Whenever any Customer's telephone number is changed after a directory is published, the Company shall intercept all calls to the former number for at least one hundred and twenty (120) days and give the calling party the new number provided existing central office equipment will permit, and the Customer so desires.

When service in an existing location is continued for a new Customer, the existing telephone number may be retained by the new Customer only if the former Customer consents in writing, and if all charges against the account are paid or assumed by the new Customer.

2.12.2 Maintenance and Operations Records

Records of various tests and inspections, to include non-routine corrective maintenance actions or monthly traffic analysis summaries for network administration, necessary for the purposes of the Company or to fulfill the requirements of Commission rules shall be kept on file in the office of the Company as required under Commission rules.

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SECTION 3.0 - SERVICE AREAS

3.1 Exchange Service Areas

Local exchange services are provided, subject to availability of facilities and equipment, in areas currently served by the following Incumbent LECs:

- 1) AT&T Ohio
- 2) Verizon North, Inc
- 3) Cincinnati Bell Telephone Company LLC
- 4) United of Ohio d/b/a CenturyLink

The Company concurs in the exchange, rate class, local calling area, and zone designations specified in the Local Exchange Services Tariffs of AT&T Ohio, Verizon North, Inc., Cincinnati Bell Telephone Company LLC and United of Ohio d/b/a CenturyLink. The Company does not concur in the rates of the ILEC. The Company's rates are set out in this tariff.

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SECTION 4.0 - SERVICE CHARGES AND SURCHARGES

4.1 Service Order and Change Charges

4.1.1 General

Non-recurring charges apply to processing Service Orders for new service and for changes in service.

Primary Line Connection Charge: Applies to requests for initial connection or establishment of telephone service with the Company.

Moves: Applies to Customer request for a move or change in the physical location of the access line.

Transfer of Service: Applies to Customer request for a change in the service location.

Telephone Number Change: Applies to Customer request for a change of the Customer telephone number.

Service Order Changes/Adds: Applies to Customer requests for changes in service or additional to services, including the additional of calling features.

SECTION 4.0 - SERVICE CHARGES AND SURCHARGES, (CONT'D.)**4.1 Service Order and Change Charges, (Cont'd.)****4.1.2 Rates**

	<u>Residence</u>	
	Maximum	Current
Line Connection Charge Primary Line	\$150.00	\$70.00
Moves, per line	\$150.00	\$70.00
Transfer of Service, per order	\$150.00	\$35.00
Telephone Number Change	\$50.00	\$10.00
Service Order Changes/Adds	\$50.00	\$10.00
Disconnect	N/A	N/A

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SECTION 4.0 - SERVICE CHARGES AND SURCHARGES, (CONT'D.)**4.2 Temporary Suspension of Service**

Upon the request of the Customer and where equipment arrangements permit, service may be temporarily suspended for a period not to exceed nine months. Suspension of service and restoral may begin or terminate on any day of the month provided notice is given sufficiently in advance for arrangements to be made. Service will be disconnected to the extent necessary to assure that no inward or outward service will be available during the period of suspension. The monthly rate for service during the period of the temporary suspension is dependent upon the service plan to which the Customer is subscribed.

<u>Service Plan</u>	<u>Residence</u>	
	Maximum	Current
Stand Alone Service	\$75.00	\$13.00

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SECTION 4.0 - SERVICE CHARGES AND SURCHARGES, (CONT'D.)**4.3 Restoration of Service**

A restoration charge applies to the restoration of suspended service and facilities because of nonpayment of bills and is payable at the time that the restoration of the suspended service and facilities is arranged. The restoration charge does not apply when, after disconnection of service, service is later re-installed.

	<u>Residence</u>	
	Maximum	Current
Restoration after temporary denial, but prior to completion of order to discontinue service	\$65.00	\$30.00

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SECTION 4.0 - SERVICE CHARGES AND SURCHARGES, (CONT'D.)**4.4 Carrier Presubscription****4.4.1 General**

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

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SECTION 4.0 - SERVICE CHARGES AND SURCHARGES, (CONT'D.)**4.4 Carrier Presubscription, (Cont'd.)**

4.4.2 Presubscription Options - Customers may select the same carrier or separate carriers for intraLATA and interLATA long distance. The following options for long distance Presubscription are available:

- Option A:** Customer selects the Company as the presubscribed carrier for IntraLATA and InterLATA toll calls subject to presubscription.
- Option B:** Customer may select the Company as the presubscribed carrier for IntraLATA calls subject to presubscription and some other carrier as the presubscribed carrier for interLATA toll calls subject to presubscription.
- Option C:** Customer may select a carrier other than the Company for intraLATA toll calls subject to presubscription and the Company for interLATA toll calls subject to presubscription.
- Option D:** Customer may select the carrier other than the Company for both intraLATA and interLATA toll calls subject to presubscription
- Option E:** Customer may select two different carriers, neither being the Company for intraLATA and interLATA toll calls. One carrier to be the Customers' primary intraLATA interexchange carrier. The other carrier to be the Customer's primary interLATA interexchange carrier.
- Option F:** Customer may select a carrier other than the Company for no presubscribed carrier for intraLATA toll calls subject to presubscription which will require the Customer to dial a carrier access code to route all intraLATA toll calls to the carrier of choice for each call.

SECTION 4.0 - SERVICE CHARGES AND SURCHARGES, (CONT'D.)**4.4 Carrier Presubscription, (Cont'd.)****4.4.3 Rules and Regulations**

Customers of record will retain their primary interexchange carrier(s) until they request that their dialing arrangements be changed.

Customers of record or new Customers may select either Options A, B, C, D, E or F for intraLATA Presubscription.

Customers may change their selected Option and/or presubscribed toll carrier at any time subject to charges specified in 4.5.5 below:

4.4.4 Presubscription Procedures

A new Customer will be asked to select intraLATA and interLATA toll carriers at the time the Customer places an order to establish local exchange service with the Company. The Company will process the Customer's order for service. All new Customers' initial requests for intraLATA toll service presubscription shall be provided free of charge.

If a new Customer is unable to make selection at the time the new Customer places an order to establish local exchange service, the Company will read a random listing of all available intraLATA and interLATA carriers to aid the Customer in selection. If selection is still not possible, the Company will inform the Customer that he/she will be given 90 calendar days in which to inform the Company of his/her choice for primary toll carrier(s) free of charge. Until the Customer informs the Company of his/her choice of primary toll carrier, the Customer will not have access to long distance services on a presubscribed basis, but rather will be required to dial a carrier access code to route all toll calls to the carrier(s) of choice. Customers who inform the Company of a choice for toll carrier presubscription within the 90 day period will not be assessed a service charge for the initial Customer request.

Customers of record may initiate a intraLATA or interLATA presubscription change at any time, subject to the charges specified in 4.5.5 below. If a Customer of record inquires of the Company of the carriers available for toll presubscription, the Company will read a random listing of all available intraLATA carriers to aid the Customer in selection.

SECTION 4.0 - SERVICE CHARGES AND SURCHARGES, (CONT'D.)**4.4 Carrier Presubscription, (Cont'd.)****4.4.5 Presubscription Charges****A. Application of Charges**

After a Customer's initial selection for a presubscribed intraLATA toll carrier, for any change thereafter, an IntraLATA Presubscription Change Charge will apply.

1. The charge shall be no greater than those set forth below, unless modified by a Company-specific Commission-approved Tariff.
2. If the Customer changes both the InterLATA and intraLATA Presubscribed Interexchange Carrier at the same time, 50% of the otherwise applicable intraLATA Presubscription Change Charge will apply.

B. Nonrecurring Charges

	<u>Maximum</u>	<u>Current</u>
Per line, trunk, or port		
Manual Processing:	\$5.50	\$5.50
Electronic Processing	\$1.25	\$1.25

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SECTION 5.0 - LOCAL EXCHANGE SERVICE

5.1 General

5.1.1 Timing of Calls

Where applicable, the following rate period and timing parameters apply:

- A. Initial Period - The initial period is the length of a call for minimum billing purposes. The initial period varies by rate schedule and is specified in individual product rates sections of this tariff.
- B. Additional Period - The additional period is the rate element used to bill chargeable time when a call continues beyond the initial period. The additional period starts when the initial period ends. Additional period rates apply to any fraction of the time period for chargeable time beyond the initial period. Additional periods vary by rate schedule and are specified in the individual product rates sections of this tariff.
- C. Chargeable time for all calls ends when one of the parties disconnects from the call.

5.1.2 Rate Periods

The following rate periods apply unless otherwise specified in this price list:

	MON	TUES	WED	THUR	FRI	SAT	SUN
8:00 AM TO 9:00 PM*	PEAK RATES						
5:00 PM TO 8:00 AM*	OFF-PEAK RATES						

	MON	TUES	WED	THUR	FRI	SAT	SUN
8:00 AM TO 5:00 PM*	DAY RATES						EVE
5:00 PM TO 11:00 PM*	EVENING						
11:00 PM - 8:00 AM							

* Up to but not including.

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Issued by:

Brian Krass, Treasurer/CFO
ACN Communication Services, Inc.
1000 Progress Place NE
Concord, North Carolina

Effective: May 19, 2011

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SECTION 5.0 - LOCAL EXCHANGE SERVICE, (CONT'D.)**5.1 General, (Cont'd.)****5.1.3 Calculation of Mileage and Rate Bands**

For mileage-sensitive schedules, the distance between the originating and terminating points is calculated by using the "V" and "H" coordinates of the rate centers as defined by BellCore (Bell Communications Research), in the following manner:

Step 1: Obtain the "V" and "H" coordinates for the rate center or network access point serving the Customer's location and the called/calling station.

Step 2: Obtain the difference between the "V" coordinates. Obtain the difference between the "H" coordinates.

Step 3: Square the differences obtained in Step 2.

Step 4: Add the squares of the "V" difference and "H" difference obtained in Step 3.

Step 5: Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.

Step 6: Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the originating and terminating locations of the call.

Formula:

$$\sqrt{\frac{(V_1 V_2)^2 + (H_1 H_2)^2}{10}}$$

SECTION 5.0 - LOCAL EXCHANGE SERVICE, (CONT'D.)**5.2 Residential Stand-Alone Local Exchange Service**

Residential Stand-Alone Local Exchange Service provides the Customer with a single, analog, voice-grade telephonic communications channel which can be used to place or receive one call at a time. Residential Stand-Alone Local Exchange Service lines are provided for the connection of Customer-provided wiring, telephones, facsimile machines or other station equipment. Local exchange service lines and trunks are provided on a single party (individual) basis only. No multi-party lines are provided.

Residential Stand-Alone Service includes 1000 minutes of local exchange calling. Calls above the 1000 minute call allowance are billed on a per minute basis.

	<u>Maximum</u>	<u>Current</u>
Monthly Recurring Charge	\$40.00	\$18.00
Per Minute Rate, above 1000 minutes:	\$0.05	\$0.01

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SECTION 6.0 - MISCELLANEOUS SERVICES, (CONT'D.)

6.1 Directory Listing Service

6.1.1 General

- A.** An alphabetical directory is an alphabetical list of customers, joint users and others for who directory listings are provided. An alphabetical directory may include the listings for one or more exchange areas.
- B.** There are two groups of listings - one group of non-residence listings and one group of listings consisting solely of names of individuals.
- Non-residence primary listings consisting solely of names of individuals will appear in both groups at no charge.
 - Non-residence additional listings consisting solely of names of individuals will appear in both groups without charge for the additional appearance.
 - Residence primary listings will appear in both groups without charge for the additional appearance, provided that they are indented under non-residence primary or regular additional listings consisting solely of names of individuals.
- C.** Special prominence or arrangement of names is not permitted nor is the listing of a service, commodity or trade name except when such service, commodity or trade name is a part of the name under which the listed party is doing business.

SECTION 6.0 - MISCELLANEOUS SERVICES, (CONT'D.)**6.1 Directory Listing Service, (Cont'd.)****6.1.1 General, (Cont'd.)**

- D.** The Company will refuse a listing which does not constitute a legally authorized or adopted name, or any listing which, in the opinion of the company, is likely to mislead or deceive calling persons as to the identity of the listed party, or is intended for advertising purposes or to secure a preferential position in the directory or is more elaborate than is reasonable necessary to identify the listed party.
- E.** The length of any listing is limited by the use of abbreviations, where, in the opinion of the Company, the clearness of the listing and the identification of the listed party is not impaired thereby. Where more than one line is required to properly list the party, no additional charge is made.
- F.** Listings are regularly provided in connection with exchange service of all classes, grades and types

6.1.2 Listings**A. Primary Listing**

- 1. One listing without charge, termed the primary listing, is provided for each call number in connection with exchange service.
- 2. One primary listing is provided for each joint user.
- 3. The primary listing is ordinarily the name of the customer or joint user, or the name under which a business is regularly conducted. Where the service is contracted for by one party for the use of a second party, the primary listing may be the name of the second party.
- 4. A dual name listing is comprised of a surname, two first names, an address and telephone number. This listing may be provided as the primary listing associated with residence service for two persons who share the same surname and reside at the same address or for a person known by two first names.

SECTION 7.0 - PROMOTIONAL OFFERINGS

7.1 Special Promotions

The Company may, from time to time, offer services in this Tariff at special promotional rates and/or terms. Such promotional arrangements shall be filed with the Commission when so required. All rates and terms contained in this Tariff shall continue to apply unless specifically addressed in the promotional agreements.

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ACN Communication Services, Inc.

EXHIBIT C

Summary of Changes

In accordance with Case No. 10-1010-TP-ORD, the Company has removed all detariffed services and rates and made textual updates to the proposed local exchange services replacement tariff as outlined in the attached Summary of Tariff Changes.

The proposed replacement tariff, P.U.C.O. Tariff No. 5, cancels and supersedes in its entirety, the Company's P.U.C.O. Tariff No. 4.

Summary of Tariff Changes

Superseded (Tariff No. 4)	Tariff,	Tariff Changes	Replacement Tariff, (Tariff No. 5)
Title Page		Revised Text in accordance with new rules	Title Page
Preface, Page 1		Updated Table of Contents	Preface, Page 1
Preface, Page 2		Updated Check Sheet	Preface, Page 2
Preface, Page 5		Deleted Text Regarding MTSS	Preface, Page 4
Section 1, Page 3		Deleted MTSS Definition	Section 1, Page 3
Section 2, Page 2		Updated Rule Reference	Section 2, Page 2
Section 2, Page 4		Deleted Rule References	Section 2, Page 4
Section 2, Page 10		Deleted Rule References	Section 2, Page 10
Section 2, Page 21		Deleted Billing & Collection of Charges Rule Reference	Section 2, Page 21
Section 2, Page 22		Deleted Returned Check Charge	-----
Section 2, Page 23		Deleted Disputed Bills Rule Reference	Section 2, Page 21
Section 2, Page 24		Deleted Deposits Rule References	Section 2, Page 22
Section 2, Page 25		Deleted Deposits Rule Reference, Added Percentage Rate	Section 2, Page 23
Section 2, Page 26		Deleted Discontinuance of Service Rule Reference	Section 2, Page 23
Section 2, Pages 27 – 32		Deleted Reserved Pages	-----
Section 2, Page 34		Deleted Changes in Service Requested	-----
Section 2, Page 35		Deleted Credit for Interruptions Rule Reference	Section 2, Page 25
Section 2, Page 36		Deleted Limitations on Allowances Rule Reference	Section 2, Page 25
Section 2, Page 40		Deleted Notices and Communications Rule Reference	Section 2, Page 29
Section 4, Page 1		Deleted Secondary Line Connection Charge and Toll Free Directory Listing Charge	Section 4, Page 1
Section 4, Page 2		Deleted Secondary Line, Calling Feature and Toll Free Directory Listing Rates	Section 4, Page 2
Section 5, Pages 3 – 11.3		Deleted Residential Bundled Services	-----
Section 5, Page 13		Deleted ACN Subscriber to Subscriber Calling	-----
Section 6, Pages 1 – 5		Deleted Optional Calling Features	-----
Section 6, Pages 6 – 11		Deleted Directory Assistance Services	-----
Section 6, Pages 12 – 13		Deleted Local and IntraLATA Operator Services	-----
Section 6, Page 14		Deleted Busy Line Verification & Interrupt Service	-----
Section 6, Page 15		Deleted Additional Listings	Section 6, Page 1
Section 6, Pages 17 – 21		Deleted Additional Listings, Nonpublished Service, Non Listed Service and Listing Rates	-----
Section 7, Page 1		Deleted Access Services	-----
Section 8, Page 1		Deleted Promotion	Section 7, Page 1
Section 8, Pages 2 – 11		Deleted Promotions	-----

ACN Communication Services, Inc.

EXHIBIT D

Customer Notice

The attached Customer Notice was forwarded to the Commission's electronic mailbox at Telecomm-Rule07@puc.state.oh.us on April 1, 2011.

ACN Communication Services, Inc.
Bill Message April 2011
Detariffing

Beginning May 19, 2011, the prices, service descriptions, and the terms and conditions for services other than local flat rate service that you are provided by ACN will no longer be on file at the Public Utilities Commission of Ohio (PUCO). This modification does not automatically result in a change in the prices, terms, or conditions of those services to which you currently subscribe. ACN must still provide notice at least fifteen days in advance of rate increases, changes in terms and conditions and discontinuance of existing services. For any new services or changes in service, it will be important that you carefully review and confirm the price, terms and conditions. If you have any questions about this matter, please visit the consumer information page on the PUCO's website at puco.ohio.gov.

ACN Communication Services, Inc.

EXHIBIT E

Affidavit of Customer Notice

CUSTOMER NOTICE AFFIDAVIT

STATE OF: North Carolina

SS: Concord

COUNTY OF: Cabarrus

AFFIDAVIT

I, Roslyn McCreavy, am an authorized agent of the applicant corporation, ACN, and am authorized to make this statement on its behalf. I attest that the customer notice(s) accompanying this affidavit will be sent to affected customers through Bill Statement messaging effective April 1-April 30, 2011. In accordance with Rule 4901:1 -6-07, Ohio Administrative Code. I declare under penalty of perjury that the foregoing is true and correct.

Executed on
March 17, 2011

ACN, 1000 Progress Place, Concord, NC 28025

Roslyn McCreavy
Roslyn McCreavy, Director of Customer Retention

3-17-2011
Date

State of North Carolina County of Cabarrus
On this 17 day of March, 2011
before me, the undersigned notary public, personally appeared
Roslyn McCreavy
proved to me through satisfactory evidence of identification, which were license,
to be the person whose name is signed on the preceding or attached document and
acknowledged to me that he/she signed it voluntarily for its stated purpose.
Mary D. Crawley
MARY D. CRAWLEY, Notary Public
My Commission Expires April 12, 2011
Mary D. Crawley

ACN Communication Services, Inc.
Bill Message April 2011
Detariffing

Beginning May 19, 2011, the prices, service descriptions, and the terms and conditions for services other than local flat rate service that you are provided by ACN will no longer be on file at the Public Utilities Commission of Ohio (PUCO). This modification does not automatically result in a change in the prices, terms, or conditions of those services to which you currently subscribe. ACN must still provide notice at least fifteen days in advance of rate increases, changes in terms and conditions and discontinuance of existing services. For any new services or changes in service, it will be important that you carefully review and confirm the price, terms and conditions. If you have any questions about this matter, please visit the consumer information page on the PUCO's website at puco.ohio.gov.

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

5/18/2011 4:47:50 PM

in

Case No(s). 11-2994-TP-ATA

Summary: Application of ACN Communication Services, Inc. to Detariff Services and make other changes related to the Implementation of Case No. 10-1010-TP-ORD electronically filed by Ms. Suzanne Pagana on behalf of ACN Communication Services, Inc.