



July 20, 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") are replacement pages for P.U.C.O. Tariff No. 5. This filing, made pursuant to correspondence and discussion with Ms. Michelle Green of Staff, makes all requested changes.

The following replacement pages are attached:

Preface, Original Page 1	Updates Table of Contents
Preface, Original Page 2	Updates Check Sheet
Section 1, Original Page 1	Adds Definition for Basic Local Exchange Service
Section 1, Original Page 2	Moves Text
Section 2, Original Page 5	Removes Attorney's Fees
Section 2, Original Page 7	Removes Section on Directory Errors
Section 2, Original Page 16	Removes Attorney's Fees
Section 2, Original Page 21	Adds Reference to OAC
Section 2, Original Page 22	Removes Advance Payments and Deposits
Section 2, Original Page 23	Removes Deposits
Section 2, Original Pages 25 & 29	Adds Reference to OAC

The following pages are removed from the tariff:

Section 6, Original Pages 1 – 2	Removes Supplementary Services Section including Directory Listing Service
Section 7, Original Page 1	Removes Promotions Section

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Page 2

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: OHf1102a

ACN Communication Services, Inc.

EXHIBIT A

Existing Affected Tariff Pages of Replacement Tariff,
P.U.C.O. Tariff No. 5

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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.

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* - indicates those pages included with this filing.

Issued: May 18, 2011

Issued by:

Brian Krass, Treasurer/CFO
ACN Communication Services, Inc.
1000 Progress Place NE
Concord, North Carolina 28025

Effective: May 19, 2011

OHf1102

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 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.)

- 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.)

2.3 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.)

2.5 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.)

2.6 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.)

2.11 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 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.

Issued: May 18, 2011

Issued by:

Brian Krass, Treasurer/CFO
ACN Communication Services, Inc.
1000 Progress Place NE
Concord, North Carolina 28025

Effective: May 19, 2011

OHf1102

ACN Communication Services, Inc.

EXHIBIT B

Replacement Tariff Pages for
P.U.C. Tariff No. 5

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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.

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.

Basic Local Exchange Service – Means residential end-user access to and usage of telephone company-provided services over a single line or small business end-user access to and usage of telephone company-provided services over the primary access line of service, which in the case of residential and small business access and usage is not part of a bundle or package of services, that does both of the following:

- (a) Enables a customer to originate or receive voice communications within a local service area as that area exists on the effective date of the amendment of this section by S.B. 162 of the 128th General Assembly;
- (b) Consists of all of the following services: (i) Local dial tone service; (ii) For residential end-users, flat-rate telephone exchange service; (iii) Touch tone dialing service; (iv) Access to and usage of 9-1-1 services, where such services are available; (v) Access to operator service and directory assistance; (vi) Provision of a telephone directory in any reasonable format for no additional charge and a listing in that directory, with reasonable accommodations made for private listings; (vii) Per call, caller identification blocking services; (viii) Access to telecommunications relay service; and (ix) Access to toll presubscription, interexchange or toll providers or both, and networks of other telephone companies.

Commission - Public Utility Commission of Ohio.

Issued: May 18, 2011

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SECTION 1.0 - DEFINITIONS, (CONT'D.)

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.

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.

Issued: May 18, 2011

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Brian Krass, Treasurer/CFO
ACN Communication Services, Inc.
1000 Progress Place NE
Concord, North Carolina 28025

Effective: May 19, 2011

OHfl102

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, 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;

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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.

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 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.)

2.5 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 Chapter 4901:1-6 of the Ohio Administrative Code.

SECTION 2.0 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.4 Reserved for Future Use

2.5.5 Reserved for Future Use

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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 Chapter 4901:1-6 of the Ohio Administrative Code.

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 Chapter 4901:1-6 of the Ohio Administrative Code.

2.6.2 Limitations on Allowances

Limitations on allowances will be compliance with Chapter 4901:1-6 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.)

2.11 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 Chapter 4901:1-6 of the Ohio Administrative Code.

ACN Communication Services, Inc.

EXHIBIT A

Existing Affected Tariff Pages

ACN Communication Services, Inc.

EXHIBIT B

Proposed Revised Tariff Pages

The Company submits a replacement tariff

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Summary: Tariff replacement pages for P.U.C.O. Tariff No. 5 electronically filed by Ms. Suzanne Pagana on behalf of ACN Communication Services, Inc.