

The Public Utilities Commission of Ohio
TELECOMMUNICATIONS FILING FORM

(Effective: 01/20/2011)

This form is intended to be used with most types of required filings. It provides check boxes with rule references for the most common types of filings. It does not replace or supersede Commission rules in any way.

In the Matter of the Application of PNG) TRF Docket No. 90-5452-TP-TRF
Telecommunications, Inc. d/b/a PowerNet Global) Case No. 12 - 1563 - **TP** - ZTA
Communications to Withdraw its BLES Tariff) NOTE: Unless you have reserved a Case #, leave the "Case No" fields
BLANK.

Name of Registrant(s) PNG Telecommunications, Inc.
DBA(s) of Registrant(s) PowerNet Global Communications
Address of Registrant(s) 100 Commercial Drive, Cincinnati, OH 45014
Company Web Address www.powernetglobal.com
Regulatory Contact Person(s) Julie Dollenmayer Phone 513-645-4891 Fax 513-645-4960
Regulatory Contact Person's Email Address jdollenmayer@pngmail.com
Contact Person for Annual Report Julie Dollenmayer, Corporate and Regulatory Specialist Phone 513-645-4891
Address (if different from above) _____
Consumer Contact Information Julie Dollenmayer, Corporate and Regulatory Specialist Phone 513-645-4891
Address (if different from above) _____

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

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

Notes:

Section I and II are Pursuant to Chapter [4901:1-6 OAC](#)

Section III – Carrier to Carrier is Pursuant to [4901:1-7 OAC](#), and Wireless is Pursuant to [4901:1-6-24 OAC](#).

Section IV – Attestation

- (1) Indicate the Carrier Type and the reason for submitting this form by checking the boxes below.
- (2) For requirements for various applications, see the identified section of Ohio Administrative Code Section 4901 and/or the supplemental application form noted.
- (3) Information regarding the number of copies required by the Commission may be obtained from the Commission's web site at www.puco.ohio.gov under the docketing information system section, by calling the docketing division at 614-466-4095, or by visiting the docketing division at the offices of the Commission.
- (4) An Incumbent Local Exchange Carrier (ILEC) offering basic local exchange service (BLES) outside its traditional service area should choose CLEC designation when proposing to offer BLES outside its traditional service area or when proposing to make changes to that service.

All Filings that result in a change to one or more tariff pages require, at a minimum, the following exhibits.

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

Section I – Part I - Common Filings

Carrier Type <input type="checkbox"/> Other (explain below)	<input type="checkbox"/> For Profit ILEC	<input type="checkbox"/> Not For Profit ILEC	<input type="checkbox"/> CLEC
Change terms & conditions of existing BLES	<input type="checkbox"/> ATA 1-6-14(H) (Auto 30 days)	<input type="checkbox"/> ATA 1-6-14(H) (Auto 30 days)	<input type="checkbox"/> ATA 1-6-14(H) (Auto 30 days)
Introduce non-recurring charge, surcharge, or fee to BLES			<input type="checkbox"/> ATA 1-6-14(H) (Auto 30 days)
Introduce or Increase Late Payment	<input type="checkbox"/> ATA 1-6-14(I) (Auto 30 days)	<input type="checkbox"/> ATA 1-6-14(I) (Auto 30 days)	<input type="checkbox"/> ATA 1-6-14(I) (Auto 30 days)
Revisions to BLES Cap.	<input type="checkbox"/> ZTA 1-6-14(F) (0 day Notice)		
Introduce BLES or expand local service area (calling area)	<input type="checkbox"/> ZTA 1-6-14(H) (0 day Notice)	<input type="checkbox"/> ZTA 1-6-14(H) (0 day Notice)	<input type="checkbox"/> ZTA 1-6-14(H) (0 day Notice)
Notice of no obligation to construct facilities and provide BLES	<input type="checkbox"/> ZTA 1-6-27(C) (0 day Notice)	<input type="checkbox"/> ZTA 1-6-27(C) (0 day Notice)	
Change BLES Rates	<input type="checkbox"/> TRF 1-6-14(F) (0 day Notice)	<input type="checkbox"/> TRF 1-6-14(F)(4) (0 day Notice)	<input type="checkbox"/> TRF 1-6-14(G) (0 day Notice)
To obtain BLES pricing flexibility	<input type="checkbox"/> BLS 1-6-14(C)(1)(c) (Auto 30 days)		
Change in boundary	<input type="checkbox"/> ACB 1-6-32 (Auto 14 days)	<input type="checkbox"/> ACB 1-6-32 (Auto 14 days)	
Expand service operation area			<input type="checkbox"/> TRF 1-6-08(G) (0 day)
BLES withdrawal			<input checked="" type="checkbox"/> ZTA 1-6-25(B) (0 day Notice)
Other* (explain) _____			

Section I – Part II – Customer Notification Offerings Pursuant to Chapter [4901:1-6-7 OAC](#)

Type of Notice	Direct Mail	Bill Insert	Bill Notation	Electronic Mail
<input type="checkbox"/> 15-day Notice	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> 30-day Notice	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Date Notice Sent:				

Section I – Part III –IOS Offerings Pursuant to Chapter [4901:1-6-22 OAC](#)

IOS	Introduce New	Tariff Change	Price Change	Withdraw
<input type="checkbox"/> IOS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Section II – Part I – Carrier Certification - Pursuant to Chapter [4901:1-6-08, 09 & 10 OAC](#)

Certification	ILEC (Out of Territory)	CLEC	Carrier's Not Offering BLES	CESTC	CETC
* See Supplemental form	<input type="checkbox"/> ACE 1-6-08 * (Auto 30- day)	<input type="checkbox"/> ACE 1-6-08 * (Auto 30 day)	<input type="checkbox"/> ACE 1-6-08 * (Auto 30 day)	<input type="checkbox"/> ACE 1-6-10 (Auto 30 day)	<input type="checkbox"/> UNC 1-6-09 * (Non-Auto)

*Supplemental Certification forms can be found on the Commission Web Page.

Section II – Part II – Certificate Status & Procedural

Certificate Status	ILEC	CLEC	Carrier's Not Offering BLES
Abandon all Services		<input type="checkbox"/> ABN 1-6-26 (Auto 30 days)	<input type="checkbox"/> ABN 1-6-26 (Auto 30 days)
Change of Official Name *	<input type="checkbox"/> ACN 1-6-29(B) (Auto 30 days)	<input type="checkbox"/> ACN 1-6-29(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-29(C) (0 day Notice)
Change in Ownership *	<input type="checkbox"/> ACO 1-6-29(E) (Auto 30 days)	<input type="checkbox"/> ACO 1-6-29(E) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-29(C) (0 day Notice)
Merger *	<input type="checkbox"/> AMT 1-6-29(E) (Auto 30 days)	<input type="checkbox"/> AMT 1-6-29(E) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-29(C) (0 day Notice)
Transfer a Certificate *	<input type="checkbox"/> ATC 1-6-29(B) (Auto 30 days)	<input type="checkbox"/> ATC 1-6-29(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-29(C) (0 day Notice)
Transaction for transfer or lease of property, plant or business *	<input type="checkbox"/> ATR 1-6-29(B) (Auto 30 days)	<input type="checkbox"/> ATR 1-6-29(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-29(C) (0 day Notice)

* Other exhibits may be required under the applicable rule(s). ACN, ACO, AMT, ATC, ATR and CIO applications see [the 4901:1-6-29 Filing Requirements on the Commission's Web Page](#) for a complete list of exhibits.

Section III – Carrier to Carrier (Pursuant to [4901:1-7](#)), and Wireless (Pursuant to [4901:1-6-24](#))

Carrier to Carrier	ILEC	CLEC
Interconnection agreement, or amendment to an approved agreement	<input type="checkbox"/> NAG 1-7-07 (Auto 90 day)	<input type="checkbox"/> NAG 1-7-07 (Auto 90 day)
Request for Arbitration	<input type="checkbox"/> ARB 1-7-09 (Non-Auto)	<input type="checkbox"/> ARB 1-7-09 (Non-Auto)
Introduce or change c-t-c service tariffs,	<input type="checkbox"/> ATA 1-7-14 (Auto 30 day)	<input type="checkbox"/> ATA 1-7-14 (Auto 30 day)
Request rural carrier exemption, rural carrier suspension or modification	<input type="checkbox"/> UNC 1-7-04 or 05 (Non-Auto)	
Changes in rates, terms & conditions to Pole Attachment, Conduit Occupancy and Rights- of-Way.	<input type="checkbox"/> UNC 1-7-23(B) (Non-Auto)	
Wireless Providers See 4901:1-6-24	<input type="checkbox"/> RCC [Registration & Change in Operations]	<input type="checkbox"/> NAG [Interconnection Agreement or

Section IV. – 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, _____, and am authorized to make this statement on its behalf.

(Name)

Please Check ALL that apply:

☐ 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 attest that customer notices accompanying this filing form were sent to affected customers, as specified in Section II, in accordance with Rule 4901:1-6-7, Ohio Administrative Code.

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

Executed on (Date) _____ at (Location) _____

*(Signature and Title)

(Date)

- *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, Julie Dollenmayer verify that I have utilized the Telecommunications Filing Form for most proceedings provided by the Commission and that all of the information submitted here, and all additional information submitted in connection with this case, is true and correct to the best of my knowledge.

*(Signature and Title) /s/ Julie Dollenmayer, Corporate and Regulatory Specialist (Date) May 16, 2012

**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

EXHIBIT A
(Current Tariff Sheets)

P.U.C.O. 2

PNG TELECOMMUNICATIONS, INC.
d/b/a PowerNet Global Communications
d/b/a CrossConnect
d/b/a Thr!ve Communications

100 Commercial Drive
Fairfield, OH 45014

BASIC LOCAL EXCHANGE SERVICE TARIFF

NOTE: This PUCO Tariff No. 2 cancels and supersedes PNG Telecommunications Inc. Ohio Telecommunications Tariff applicable to Competitive Local Exchange Carrier Services PUCO Tariff No. 1.

Issue Date: May 17, 2011

Effective Date: May 17, 2011

In Accordance with Case No. 10-1010-TP-ATA and 11-2960-TP-ATA

Issued by the Public Utilities Commission of Ohio

Karen Kovach, General Counsel

Fairfield, Ohio

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P.U.C.O. 2

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P.U.C.O. 2

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P.U.C.O. 2

TARIFF DESCRIPTION

This Basic Local Exchange Service (BLES) Tariff applies to residential single-line Customers and to the primary access line of business Customers.

BLES is provided by PNG Telecommunications, Inc. (the “Company” or “Telephone Company”) in accordance with Rule 4901:1-6-12, Ohio Administrative Code.

Basic local exchange service, as defined in Section 4927.01, Revised Code, 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 business’s 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. BLES enables a Customer to originate or receive voice communications within a local service area and consists 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 services 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.

P.U.C.O. 2

SECTION 1 - APPLICATION OF TARIFF

- A. This Tariff contains the regulations and rates applicable to furnishing of basic local exchange service provided by Company to Customers for telecommunications between points within the State of Ohio. Company's services are furnished subject to the availability of facilities and subject to the terms and conditions of this Tariff.
- B. Company has been authorized to provide competitive basic local exchange services in the areas of Ohio currently served by Frontier North Inc.
- C. Company may not be deemed to have waived or impaired any right, power, requirement or option reserved by this Tariff (including, but not limited that the right to demand exact compliance with every term and condition herein), by virtue of any custom or practice of Company at variance with the terms hereof or any failure, refusal or neglect of Company to exercise any right under this Tariff or to insist upon exact compliance with its terms, or any waiver, forbearance, delay, failure or omission by Company to exercise any right, power or option hereunder.
- D. The rates, rules, terms and conditions contained herein are subject to change pursuant to the rules and regulations of the Commission.
- E. The Customer is entitled to limit the use of Company's services by end users at the Customer's facilities, and may use other common carriers in addition to or in lieu of Company.

P.U.C.O. 2

SECTION 2 - RULES AND REGULATIONS

A. UNDERTAKING OF THE COMPANY

1. The Company does not undertake to transmit messages but offers the use of its facilities for the transmission of communications.
2. Customers and users may use services and facilities provided under the tariffs of the Company to obtain access to services offered by other companies. The Company is responsible for the services and facilities provided under its tariffs, and for its unregulated services provided pursuant to contract, and it assumes no responsibility for any service (whether regulated or not) provided by any other entity that purchases access to the Company network in order to originate or terminate such entity's own services, or to communicate with such entity's own Customers.
3. The Company shall have no responsibility with respect to billings, charges or disputes related to services used by the Customer which are not included in the services herein including, without limitation, any local, regional or long distance services not offered by the Company. The Customer shall be fully responsible for the payment of any bills for such services and for the resolution of any disputes or discrepancies with the service provider.

P.U.C.O. 2

SECTION 2 - RULES AND REGULATIONS (Continued)

B. DESCRIPTION OF SERVICE

Company service consists of any of the services offered pursuant to this Tariff; either individually or in combination. Each service is offered independent of the others, unless otherwise noted. Service is offered via the Company's facilities or in combination with transmission facilities provided by other certificated carriers.

C. APPLICATION FOR SERVICE

A Customer desiring to obtain service may be required to complete the appropriate service order form and submit the service order in compliance with Company subscription requirements as may be established from time to time.

D. SHORTAGE OF EQUIPMENT OR FACILITIES

1. 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, on a nondiscriminatory basis.
2. The furnishing of service under the tariffs of the Company is subject to the availability on a continuing basis of all the necessary facilities and is limited to the reasonable 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.

P.U.C.O. 2

SECTION 2 - RULES AND REGULATIONS (Continued)

E. TERMS AND CONDITIONS

1. Residential Customers may cancel service at any time. Commercial Customers may cancel service at any time unless prohibited by a Customer executed agreement.
2. Service shall be provided and billed on the basis of a minimum period of at least one month. The Customer must pay the regular tariffed rate for service for the minimum period of service if service is discontinued during the initial minimum service period. If a Customer discontinues service after the initial minimum service period has ended, then the Customer will be billed pro rata for services rendered.
3. 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 the tariffs of the Company. Customer will also be required to execute any other documents as may be reasonably requested by the Company.
4. 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 discontinued by either party. Any discontinuance shall not relieve Customer of the Customer's obligation to pay any charges incurred under the service order and the tariffs of the Company prior to the discontinuance. The rights and obligations which by their nature extend beyond the discontinuance of the term of the service order shall survive such discontinuance.
5. The tariffs of the Company shall be interpreted and governed by the laws of the State of Ohio without regard for its choice of laws provision.
6. The Company may act as the Customer's agent for ordering access to connection facilities provided by other carriers or entities, when authorized by the Customer, to allow provision of services by Company. The Customer will be responsible for all charges due for such service arrangement. All orders for switching a Customer's Primary Interexchange Carrier will be verified according to the procedures set forth by the Federal Communications Commission in 47 C.F.R. §§ 64.1100-64.1101.

P.U.C.O. 2

SECTION 2 - RULES AND REGULATIONS (Continued)

F. LIABILITY OF THE COMPANY

1. Generally - Because the Customer has exclusive control of its communications over the services furnished by the Company, and because interruptions and errors incident to these services are unavoidable, the services the Company furnishes are subject to the terms, conditions, and limitations specified in this Tariff and to such particular terms, conditions, and limitations as set forth in the special regulations applicable to the particular services and facilities furnished under this Tariff.
2. Limits of Liability: The liability of Company for damages arising out of the furnishing of, or failing to furnish, its services, including but not limited to mistakes, omission, disconnections, interruptions, delays, acts of a third party, errors, defects, or representations, whether caused by acts or omissions is limited to the extension of allowances for interruption as set forth in this Tariff. Such allowances for interruptions are the sole remedy of the Customer and the sole liability of Company. Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or as the result of the acts or omissions of Company, its employees or agents, or any third party.

Company will not be liable to the Customer or authorized user for, and the Customer and any authorized user, jointly and severally, will indemnify, defend and hold harmless Company from any allegation, claim, loss, damage, liability, defect, cost or expense resulting from or involving:

- a. Circumstances beyond the Company's control: The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation or other instrumentality of anyone or more of these federal, state, or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials, or strikes, lockouts, work stoppages, or other labor difficulties when it does not involve the Company's employees.

P.U.C.O. 2

SECTION 2 - RULES AND REGULATIONS (Continued)

F. LIABILITY OF THE COMPANY (Continued)

- b. Acts of other entities: The Company shall not be liable for: (a) any act or omission of any entity furnishing the Company or the Company's Customers facilities or equipment used for or with the services the Company offers, or (b) for the acts or omissions of other carriers or suppliers.
- c. Acts of the Customer: The Company shall not be liable for any damages or losses due to the fault of negligence of the Customer, its employees, agents, or suppliers, or due to the failure or malfunction of Customer-provided equipment or facilities. This limitation of liability also pertains to Customer premises equipment purchased or leased from the Company by the Customer.
- d. Damage to Customer's premises: The Company shall not be liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof; unless such defacement or damage is caused by gross negligence or willful misconduct of the Company's agents or employees. No agents or employees of other participating carriers, or supplying carriers to the Company, shall be deemed to be agents or employees of the Company.
- e. Liability for acts of other carriers or companies: The Company shall not be liable for any act or omission of any other company or companies supplying a portion of the service, or for damages associated with service, channels, or equipment which it does not furnish, or for damages which result from the operation of Customer-provided systems, equipment, facilities or services which are interconnected with Company services.
- f. Liability for transmission errors and personal injury - The Company shall not be liable for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission or other injury, including but not limited to injuries to persons or property from voltages or currents transmitted over the service of the Company,
 - i. caused by Customer-provided equipment (except where a contributing cause is the malfunctioning of a Company-provided connecting arrangement, in which event the liability of the Company shall not exceed an amount equal to a proportional amount of the Company billings for the period of service during which such mistake, omission, interruption, delay, error, defect in transmission or injury occurs), or

P.U.C.O. 2

SECTION 2 - RULES AND REGULATIONS (Continued)

F. LIABILITY OF THE COMPANY (Continued)

- ii. not prevented by Customer-provided equipment but which would have been prevented had Company-provided equipment been used.
- g. Discontinuance of Service: The Company shall not be liable for the discontinuance of service for failure to pay the charges billed to Customer, including but not limited to, any direct, indirect, incidental, special, consequential, exemplary or punitive damages or lost profits, so long as such discontinuance of service complied with the applicable rules and regulations; or
- h. Violations: The Company shall not be liable for violations of the obligations of the Customer under this Tariff, or
- i. Interruption: The Company shall not be liable for the interruption of a call to any party or any other person in conjunction with use of the Busy Line Verification and Interrupt service as set forth in this Tariff; or
- j. Loss, Destruction or Damage: The Company shall not be liable for any, loss, destruction or damage to property of the Customer, the Customer's agent, distributors, or any third party, or the death of or injury to persons, including, but not limited to, employees or invitees of either Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of Company, Customer, authorized user or their employees, agents, representatives or invitees; or
- k. Unlawful acts: The Company shall not be liable for unlawful acts of Company's agents and employees if committed beyond the scope of their agency or employment.
- l. Disclosure: The Company shall not be liable for misrepresentation of, or the failure to disclose, the lawful rates and charges published in the Tariff, so long as Company has complied with any applicable rules and regulations related thereto; or
- m. Unauthorized Use: The Company shall not be liable for any unauthorized use of the service provided to Customer.

P.U.C.O. 2

SECTION 2 - RULES AND REGULATIONS (Continued)

F. LIABILITY OF THE COMPANY (Continued)

3. Indemnification: The Company shall be indemnified, defended, and held harmless by the Customer or by others authorized by it to use the service against any claim, loss or damage arising directly or indirectly from Customer's use of services furnished under this Tariff, including:
 - a. claims for libel, slander, invasion of privacy or infringement of copyright arising from the material, data, information, or other content transmitted via the Company's service; or
 - b. a breach in the privacy or security of communications transmitted over Company's facilities; or
 - c. patent or trademark infringement or other infringement of intellectual property rights including, but not limited to, copyrights, trademarks, and trade secrets, arising from
 - i. combining (or using in connection with) Company-provided services and equipment with any facilities, services functions, or products provided by the Customer or authorized user or
 - ii. use of services, functions, or products, which Company furnished in a manner, Company did not contemplate and over which Company exercises no control. In the event that any such infringing use is enjoined, the Customer or authorized user at its expense, will obtain immediately a dismissal or stay of such injunction, obtain a license or other agreement so as to extinguish the claim in infringement, terminate the claimed infringing use, or modify such combination so as to avoid any such infringement; or
 - iii. all other claims arising out of any act or omission of the Customer or others, in connection with any service provided by the Company pursuant to this Tariff; or
 - iv. any claim of any nature whatsoever brought by a user with respect to any matter for which the Company would not be directly liable to the Customer under the terms of the applicable Company tariff.

P.U.C.O. 2

SECTION 2 - RULES AND REGULATIONS (Continued)

F. LIABILITY OF THE COMPANY (Continued)

4. Limitations of damages and of period for bringing claims: The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the Customer for the specific services giving rise to the claim, and no action or proceeding against the Company shall be commenced more than three years after the service related to the claim is rendered.
5. Express and Implied Warranties: 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.
6. Service installation and operation in hazardous locations: The Company does not guarantee or make any warranty with respect to service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations. The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to, harm, or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, locations or use of service furnished by the Company at such locations. The Company reserves the right to require each Business Customer to sign an agreement acknowledging acceptance of the provisions of this Section as a condition precedent to such installations.

SECTION 2 - RULES AND REGULATIONS (Continued)

F. LIABILITY OF THE COMPANY (Continued)

7. Connection to the Company's network: The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies, for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as its agent, to the Company's network. The Customer shall secure all licenses, permits, rights of way, and other arrangements necessary for such interconnection. In addition, the Customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with the Company's service, that the signals emitted into the Company's network are of the proper mode, band-width, power data speed, and signal level for the intended use of the Customer and that the signals do not damage Company equipment, injure its personnel or degrade service to other Customers. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent: properly, with resulting imminent harm to Company equipment, personnel, or the quality of service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's service without liability.
8. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. COMPANY MAKES NO WARRANTY THAT SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE OR MEET ANY PARTICULAR PERFORMANCE LEVEL; NOR DOES COMPANY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED THROUGH THE SERVICES OR THAT ANY DEFECT IN THE SERVICE WILL BE CORRECTED.
9. Errors in billing: The liability of Company for errors in billing that result in overpayment by the Customer will 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.
10. Provision of service: the Company will not be liable for any refusals or failures to provide or delays in commencing service to any Customer, or for any failure to provide or maintain service at any particular performance level, unless required by Ohio law or Commission rules and regulations.

P.U.C.O. 2

SECTION 2 - RULES AND REGULATIONS (Continued)

F. LIABILITY OF THE COMPANY (Continued)

11. Entire liability: The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid the Company by Customer for the specific services giving rise to the claim. No action or proceeding against the Company shall be commenced more than three years after the service is rendered.

G. NOTIFICATION OF SERVICE-AFFECTING ACTIVITIES

To the extent possible, 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.

H. PROVISION OF EQUIPMENT AND FACILITIES

1. All services along the facilities between the point identified as the Company's origination point and the point identified as the Company's termination point will be furnished by the Company, its agents or contractors.
2. The Company undertakes to use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer or authorized user may not, nor may they permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise tamper with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
3. Equipment the Company provides or installs at the Customer's premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provided the equipment
4. The Customer shall be responsible for the payment of service charges as set forth in this tariff for visits by the Company's agents or employees to the premises of the Customer or authorized user when the service difficulty or trouble report results from the use of equipment or facilities the Customer or authorized user provided.

P.U.C.O. 2

SECTION 2 - RULES AND REGULATIONS (Continued)

H. PROVISION OF EQUIPMENT AND FACILITIES (Continued)

5. 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:
 - a. The transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
 - b. The reception of signals by Customer provided equipment. The Customer or authorized user is responsible for ensuring that Customer provided equipment connected to Company equipment and facilities is compatible with such Company 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. Customer will submit to Company a complete manufacturer's specification sheet for each item of equipment that is not provided by the Company and which shall be attached to the Company's facilities. The Company shall approve the use of such item(s) of equipment unless such item is technically incompatible with Company's facilities. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.
 - c. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Company services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
 - d. Company 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 which are applicable to such connections.

P.U.C.O. 2

SECTION 2 - RULES AND REGULATIONS (Continued)

I. NONROUTINE INSTALLATION

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours and/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.

J. OWNERSHIP OF FACILITIES

Title to all facilities provided in accordance with the tariffs of the Company remains with the Company, its agents or contractors. The Customer shall not have, nor shall it assert, any right, title or interest in all the fiber optic or other facilities and associated equipment provided by the Company hereunder.

K. GOVERNMENTAL AUTHORIZATIONS

The provision of services is subject to and contingent upon the Company obtaining and retaining such approvals, consents, governmental authorizations, licenses and permits, as may be required or be deemed necessary by the Company. The Company shall use reasonable efforts to obtain and keep in effect all such approvals, consents, authorizations, licenses and permits that may be required to be obtained by it. The Company shall be entitled to take, and shall have no liability whatsoever for, any action necessary to bring the services into conformance with any rules, regulations, orders, decisions, or directives imposed by the Federal Communications Commission or other applicable agency, and the Customer shall fully cooperate in and take such action as may be requested by the Company to comply with any such rules, regulations, orders, decisions, or directives.

P.U.C.O. 2

SECTION 2 - RULES AND REGULATIONS (Continued)

L. OBLIGATIONS OF THE CUSTOMER

The Customer shall be responsible for:

1. the payment of all applicable charges pursuant to the tariffs of the Company;
2. damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer or of any user; or by the noncompliance by the Customer or any user with these regulations or by fire or theft or other casualty on the Customers or any user's premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
3. providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate the Company facilities and equipment installed on the premises of the Customer or any user; and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
4. any and all costs associated with obtaining and maintaining the rights-of-way from the point of entry at the Customer's location to the termination point where service is finally delivered to the Customer, including, but not limited to, the costs of installing conduit or of altering the structure to permit installation of Company provided facilities. The Customer's use of such rights-of-way shall in all respects be subject to the terms, conditions and restrictions of such rights-of-way and of agreements between the Company and such third parties relating thereto, including without limitation, the duration applicable to and the condemnation of such rights-of-way, and shall not be in violation of any applicable governmental ordinance, law, rule, regulation or restriction. Where applicable, the Customer agrees that it shall assist the Company in the procurement and maintenance of such right-of-way. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;

P.U.C.O. 2

SECTION 2 - RULES AND REGULATIONS (Continued)

L. OBLIGATIONS OF THE CUSTOMER (Continued)

5. providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which the Company's employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain the Company's 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;
6. identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;
7. 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 the Company's facilities and equipment in any Customer or user premises or the rights-of-way for which Customer is responsible hereunder; and granting or obtaining permission for the Company's agents or employees to enter the premises of the Customer or any user at any time for the purpose of installing, inspecting, maintaining, repairing, or upon discontinuance of service as stated herein, removing the facilities or equipment of the Company;
8. not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; and
9. making the Company's 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.
10. Establishing financial responsibility - The Company, in order to assure the payment of its charges for service, will require applicants and Customers to establish and maintain financial responsibility. The establishment or re-establishment of financial responsibility as provided in this Section shall not relieve the applicant or Customer from compliance with the other provisions of this Tariff as to deposit's and the payment of bills, and shall in no way modify the provisions regarding disconnection and termination of service for failure to pay bills due for service furnished.

P.U.C.O. 2

SECTION 2 - RULES AND REGULATIONS (Continued)

M. PROHIBITED USES

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 governmental approvals, authorizations, licenses, consents and permits required to be obtained by the Customer with respect thereto.
2. Equipment Company provides or installs at the Customer's premises for use in connection with the services Company offers may not be used for any other purpose other than for which Company provided it. Customer may not, and may not permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the services or equipment installed by Company or Company's agent, except upon the consent of Company.
3. 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.
4. The Company may, without obtaining any further consent from the Customer, assign any rights, privileges, or obligations under this Tariff. The Customer shall not, without prior written consent of the Company, assign, transfer, or in any other manner dispose of, any of its rights, privileges, or obligations under this Tariff, and any attempt to make such an assignment, transfer, disposition without such consent shall be null and void.
5. The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.
6. A Customer may not use the services in any manner which interferes with other persons if the use of their service prevents other persons from using their service, otherwise impairs the quality of service to other Customers, or impairs the privacy of any communications over any service provided by Company. Company may require a Customer to shut down its transmission of signals if said transmission is causing interference to others.
7. A Customer may not use the services in any manner so as to annoy, abuse, threaten, or harass other persons.

P.U.C.O. 2

SECTION 2 - RULES AND REGULATIONS (Continued)

M. PROHIBITED USES (Continued)

8. The use of Company's services either without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
9. Customer use of any resold service obtained from other service providers shall also be subject to any applicable restrictions imposed by the underlying providers.
10. A Customer or authorized user shall not represent that its services are provided by the Company, or otherwise indicate to its Customers that its provision of services is jointly with the Company, without the written consent of the Company. The relationship between the Company and Customer shall not be that of partners or agents for one or the other, and shall not be deemed to constitute a partnership or agency agreement.

N. 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 users authorized by the Customer, regardless of whether those services are used by the Customer.

O. LATE PAYMENT CHARGES

Late payment charges of one and one-half (1.5%) percent may be added to any unpaid balance brought forward from the previous billing date to cover the cost of collection and carrying accounts in arrears.

P.U.C.O. 2

SECTION 2 - RULES AND REGULATIONS (Continued)

P. ADVANCE PAYMENTS

1. To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and the first month's estimated usage and recurring charges for the service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated nonrecurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill and may be required in addition to a deposit.
2. A Customer whose service has been discontinued for nonpayment of bills will be required to pay the unpaid balance due Company and may be required to pay reconnect charges.

Q. CHANGES IN SERVICE REQUESTED

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

R. SUSPENSION OR DISCONTINUANCE OF SERVICE BY CUSTOMER

1. Customers may suspend or discontinue service by providing written or verbal notice to Company prior to suspension or discontinuance. Notice must specify the date on which service is to be suspended or discontinued.
2. The Customer remains responsible for all service charges until the day and time on which service is actually suspended or discontinued.
3. If Customer discontinues service before Company completes installation of the service and at the time of discontinuance Company has incurred any expense in installing services or preparing to install service that it would not otherwise have incurred, a charge equal to the cost Company incurred will apply. In no case will this charge exceed the charge for the minimum period of services ordered, including installation charges and non-recurring charges and all amounts others may charge Company that would have been chargeable to the Customer had service been initiated.

P.U.C.O. 2

SECTION 2 - RULES AND REGULATIONS (Continued)

R. SUSPENSION OR DISCONTINUANCE OF SERVICE BY CUSTOMER (Continued)

4. If the Customer discontinues service after Company has completed installation, the charge set forth herein will apply to the extent Company has not yet recovered the costs described therein. In addition, the minimum service period obligations will apply regardless of whether service has been initiated and additional charges will apply.
5. In the case of a Customer-initiated modification of service, charges for the subsequent order are in addition to the costs incurred before the Customer changed the original order.
6. Customers must pay a charge prior to Company restoring service suspended at Customer's request.
7. If a Customer cancels a service order, or discontinues service before the completion of the term of a Customer executed contract for any reason whatsoever other than a major service interruption, Customer agrees to pay to the Company the following sums, within 21 days of the effective date of the discontinuance and to pay under the terms set forth in this Tariff all costs, fees and expenses reasonably incurred in connection with:
 - a. all nonrecurring charges as specified in this Tariff or other Company tariffs, plus
 - b. any discontinuance, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of Customer, plus
 - c. all recurring charges specified in this Tariff or other Company tariffs for the balance of the then current term.
 - d. A percentage up to the entire committed total of all usage charges due to a Company over the term.

P.U.C.O. 2

SECTION 2 - RULES AND REGULATIONS (Continued)

S. TAXES

The Customer is responsible for the payment of 911 taxes, Telecommunications Relay Service, local number portability, and rights of way fees. Federal excise taxes, gross receipts, access, state and local sales and use taxes and all taxes, fees, surcharges (however designated) and other exactions imposed on the Company or its services by governmental jurisdictions, other than taxes imposed generally on corporations. Any taxes imposed by a local jurisdiction (e.g. county and municipal taxes) will only be recovered from those Customers residing in the affected jurisdictions. All such taxes, fees, and charges shall be separately designated on the Company's invoices, and are not included in the tariffed rates. It should be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively.

T. NOTICES AND COMMUNICATIONS

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 Customer may also designate a separate address to which the Company's bills for service shall be mailed.
2. The Company shall designate on the service order an address to which the Customer shall mail or deliver all notices and other communications, except that the Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
3. All notices or other communications required to be given pursuant to the tariffs of the Company 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.
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.

P.U.C.O. 2

SECTION 2 - RULES AND REGULATIONS (Continued)

U. INTERCONNECTION OF FACILITIES

1. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing communications services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
2. Communications services may be collected 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 which are applicable to such collections.
3. Facilities furnished under the tariffs of the Company may be connected to Customer provided terminal equipment in accordance with the provisions of the tariffs of the Company. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all user-provided wiring shall be installed and maintained in compliance with those regulations.

V. SPECIAL CONSTRUCTION

1. General: Subject to the agreement of the Company and to all of the regulations contained in the tariffs of the Company, special construction and special arrangements may be undertaken on a reasonable efforts basis at the request of the Customer. Special arrangements include any service or facility relating to a regulated telecommunications not otherwise specified under tariff, or for the provision of service on an expedited basis or in some other manner different from the normal tariff conditions. Special construction is that construction undertaken:
 - a. where facilities are not presently available, and there is no other requirement for the facilities so constructed;
 - 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;

P.U.C.O. 2

SECTION 2 - RULES AND REGULATIONS (Continued)

V. SPECIAL CONSTRUCTION (Continued)

1. General: (Continued)

- e. on an expedited basis;
- f. on a temporary basis until permanent facilities are available;
- g. involving abnormal costs; or
- h. in advance of its normal construction.

2. Basis for Charges

Where the Company furnishes a facility or service on a special construction basis, or any service for which a rate or charge is not specified in the Company's tariffs, charges will be based on the costs incurred by the Company and may include, (1) nonrecurring type charges, (2) recurring type charges, (3) cancellation or discontinuance liabilities; or (4) combinations thereof. The agreement for special construction will ordinarily include a minimum service commitment based upon the estimated service life of the facilities provided.

3. Early Discontinuance Liability

To the extent that there is no other requirement for use by the Company, the Customer may have a discontinuance liability for facilities specially constructed at the request of the Customer, if and only if such liability is clearly stated in a written agreement between the Company and the Customer.

W. SPECIAL ASSEMBLY

The Company may provide a unique intrastate service arrangement for a Customer where no tariffed service exists for the service. The unique service can be provided via a special assembly.

P.U.C.O. 2

SECTION 2 - RULES AND REGULATIONS (Continued)

X. INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS

1. Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a service offered under this tariff. Rates quoted in response to such competitive requests may be different than those specified for such services in this tariff. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis. The Company will maintain records of its ICBs for Commission review as conditions or circumstances may require.
2. Commission approval of contracts does not constitute a determination of the reasonableness of termination liability provisions.

Y. TELECOMMUNICATIONS RELAY SERVICE (TRS)

Enables deaf, hard-of-hearing or speech-impaired persons who uses a Text Telephone (TT) similar devices to communicate freely with the hearing population not using TT and visa versa. A Customer will be able to access the state provider to complete such calls. The Company will impose a surcharge to all Customers at a level determined by the Commission. The Customer may access TRS via the Company by either TRS's toll free 800 number or by dialing the 711 service access code.

P.U.C.O. 2

SECTION 3 – DESCRIPTION OF SERVICE AND RATES

A. BASIC LOCAL EXCHANGE SERVICE

1. Services Offered

Local Exchange Service Areas are described below. The services in this Section are offered to residential Customers only.

- a. Company provides BLES service in the exchange areas served by Frontier North Inc.
- b. Company's description of service area in no way compels Company to provide any service in an area where facilities or other extenuating factors limit Company's ability to provide service.

2. Directory Assistance Service

The Company furnishes Local Directory Assistance Service ("DA") for the purpose of aiding Customers in obtaining telephone numbers through arrangements with the incumbent local exchange carrier.

3. Directory Listings

a. Limitation of Liability

The Company's liability arising from errors or omissions in directory listings shall be limited to the actual cost to the Customer for the directory listing during a given period of time. There is no liability to the Company and there will be no recovery by a Customer for loss of business to a Customer for errors or omissions in directory listings.

Approval of limitation of liability language by the Commission does not constitute a determination by the Commission that the limitation of liability imposed by the Company should be upheld in a court of law. Approval by the Commission merely recognizes that since it is a court's responsibility to adjudicate negligence and consequent damage claims, it is also the court's responsibility to determine the validity of the exculpatory clause.

P.U.C.O. 2

SECTION 3 – DESCRIPTION OF SERVICE AND RATES (Continued)

A. BASIC LOCAL EXCHANGE SERVICE (Continued)

4. Operator Assisted Calls

a. Local Operator Handled Calling Services

Local Operator Handled Calling Services are provided to Customers and users of Company-provided exchange access service. Per call charges which reflect the level of operator assistance and billing arrangement requested by the Customer apply in addition to any other applicable local usage charges. Company provides collect call, third-party billed and person-to-person call blocking automatically upon subscription at no charge. Thus, Customers may dial, but may not receive or be billed for, these types of operator-assisted calls.

b. Busy Line Verification and Line Interrupt Service

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. Busy Line Interruption is only permitted in cases where the calling party indicates an emergency exists and requests interruption.

No charge will apply when the calling party advises that the call is to or from an official public emergency agency. Busy Verification and Interrupt Service is furnished where and to the extent that facilities permit.

5. Emergency Telephone Service (E-911)

- a. Enhanced 9-1-1 service” or “E-911” is a service consisting of telephone network features and Public Safety Answering Points (PSAPs) provided for Customers to reach a PSAP by dialing the digits “9-1-1.” Such service automatically directs 9-1-1 emergency telephone calls to the appropriate PSAPs by selective routing based on the geographical location from which the emergency call originated and provides the capability for Automatic Number Identification and Automatic Location Identification features.
- b. All E-911 calls will be placed by the calling party via interconnection with a local exchange carrier or an interexchange carrier other than the Company. The Company cannot guarantee the completion of said E-911 call, the quality of the call or any features that may otherwise be provided with E-911 service, except to the extent guaranteed in the Company’s interconnection or resale agreements with the incumbent local exchange carrier or other facilities provider.

P.U.C.O. 2

SECTION 3 – DESCRIPTION OF SERVICE AND RATES (Continued)

A. BASIC LOCAL EXCHANGE SERVICE (Continued)

5. Emergency Telephone Service (E-911) (Continued)

- c. This service is offered as an aid in handling assistance calls in connection with fire, police and other emergencies and does not create any relationship or obligation, direct or indirect, to any person. In the event of any interruption of the service, the Company shall not be liable to any person, corporation or other entity for any loss or damage in an amount greater than an amount equal to the pro rata allowance of the Tariff for the service or facilities provided to the Customer for the time such interruption continues, after notice to the Company. No allowance shall be made if the interruption is due to the negligence or willful act of the Customer of the service.
- d. Further, each Customer agrees to release, indemnify, defend and hold harmless the Company from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person for any injury to or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by the Customer or others, or for any infringement or 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, location or use of E-911 service features and the equipment associated therewith, or by any services which are or may be furnished by the Company in connection therewith, 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 E-911 services hereunder, and which arise out of the negligence or other wrongful act of the Company, the Customer, its user agencies or municipalities or employees or agents of any one of them.
- e. A 911 tax will be billed to the Customer, as indicated herein, when imposed by the local government of the service address of the Customer.

P.U.C.O. 2

SECTION 3 – DESCRIPTION OF SERVICE AND RATES (Continued)

A. BASIC LOCAL EXCHANGE SERVICE (Continued)

6. Application of Rates for Business and Residence Service

a. General

The following regulations apply specifically to telephone service other than public or semi-public service.

Business and residence classifications are determined on the basis of location and character of use of the service.

b. Residence Service

- i. Residence rates apply whenever the service is of a social and domestic nature provided the service is not also used substantially for occupational or commercial purposes.

The use of the service is presumed to be of a social and domestic nature provided and residence rates should be applied in each of the following, for example:

- (a) When the service is located in a house, apartment, suite, or room constituting the home of a person in whose name the telephone is listed and the service is not available for use by other than members of the household except as qualified under Business Service.
- (b) At stables and garages when strictly a part of the Customer's domestic establishment.
- (c) A telephone located at any point in a church where only occasionally used and where the business use, if any, is merely incidental and where there is no full time paid or volunteer clerical staff.
- (d) When located in the residential quarters of a religious order.

P.U.C.O. 2

SECTION 3 – DESCRIPTION OF SERVICE AND RATES (Continued)

A. BASIC LOCAL EXCHANGE SERVICE (Continued)

7. Additional Charges Applied to Basic Exchange Access Services

In addition to the charges for basic exchange access services described in this Tariff, the following charges apply to each individual exchange access service line unless otherwise specified:

- a. The 911 Telecommunications Service Surcharge, if applicable.
- b. Any applicable municipal, state or federal taxes, telecommunications municipal infrastructure maintenance fees or other charges.
- c. Casual traffic charges that are derived from third party calls (e.g. 10XXX, 900/976, third party calls initiated by Customer through the Company's system) and trafficked over the Company's system.
- d. Local Number Portability (LNP) - Customers are assessed this fee for costs incurred when an end-user switches local carriers while maintaining the same local telephone number.
- e. Payment By Phone Charge - The Payment by Phone Charge is designed to cover the costs of processing a payment over the phone with a live representative. This charge can be avoided by setting up automatic payments or by paying the monthly bill online using the Customer portal.

8. Basic Local Exchange Service Rates and Charges

Charges set forth in Company's Price List apply to Basic Standard Ohio Unlimited Local Usage Service for residence lines. Rates and charges include Touchtone Service for each line. The rates and charges below apply to service provided on a month-to-month basis. Customers may presubscribe to intraLATA, interLATA and interstate long distance service in addition to local exchange service, long distance calls to be billed on a per-minute basis.

P.U.C.O. 2

SECTION 3 – DESCRIPTION OF SERVICE AND RATES (Continued)

B. INTRALATA AND INTERLATA PRESUBSCRIPTION

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.

2. Presubscription Charges

After a Customer's initial selection for a presubscribed toll carrier, for any change thereafter, a Presubscription Change Charge, as set forth below will apply. Customers who request a change in intraLATA and interLATA carriers with the same order will be assessed a single charge per line.

SECTION 4 - PRICE SHEETS

A. BASIC LOCAL EXCHANGE SERVICE

1. Additional/Miscellaneous Charges

Local Number Portability (LNP)	\$0.35 per port
Per Call Blocking (*67)	no charge
Payment by Phone Charge	\$ 4.99
Technician Dispatch	\$85/per 1/2 hour
Expedite	\$15.00
New Phone Number	\$10.00

2. Service Establishment and Change Charges:

Local Exchange Service Installation Charge *	
New Installation of Service at Customer's premises	\$150.00

Conversion Fee

The conversion charge is applied to the Customer's account upon the Customer moving from a carrier other than Company to company for local service

Conversion charge, per line	\$25.00
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One-Time Change to Service

This charge applies anytime a Customer requests that his/her service or class of service be changed. This charge may be applied to a service as many times as the Customer requests that his/her service be changed and is charges in addition to any other monthly or installation charge which is associated with the service the Customer orders.

Change Order	\$15.00
New phone number (at Customer's request)	\$30.00

*Customer must be available at scheduled appointment time.

Issue Date: May 17, 2011

Effective Date: May 17, 2011

In Accordance with Case No. 10-1010-TP-ATA and 11-2960-TP-ATA

Issued by the Public Utilities Commission of Ohio

Karen Kovach, General Counsel

Fairfield, Ohio

P.U.C.O. 2

SECTION 4 - PRICE SHEETS (Continued)

A. BASIC LOCAL EXCHANGE SERVICE (Continued)

2. Service Establishment and Change Charges: (Continued)

	<u>Non- Recurring Charges</u>	<u>Monthly Recurring Charges</u>
Restore Suspended Service Charge		
Restore Suspended Service is a nonrecurring charge which applies each time a service is reconnected after suspension for nonpayment.		
Per order	\$25.00	
Moves and Additional Line Installation		
Move service to new location *	\$75.00	
Installation of additional line *	\$75.00	
Missed Appointment		
Customer must be available for scheduled appointments or be assessed a missed appointment charge		
Per Missed Appointment	\$73.00	
Cancellation of new install after submitted to local exchange carrier	\$25.00	
Service Line Charge		\$ 6.50
3. <u>BLES Service Rates</u>		
Sure Talk Simple		\$29.99
Call to Connect Business Basic		\$39.99

*Customer must be available at scheduled appointment time.

Issue Date: May 17, 2011

Effective Date: May 17, 2011

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Fairfield, Ohio

P.U.C.O. 2

SECTION 4 - PRICE SHEETS (Continued)

B. INTRALATA AND INTERLATA PRESUBSCRIPTION CHARGES

Nonrecurring charges per business or residence line, trunk or port

Initial or Primary Line	\$0.00
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EXHIBIT B
(Proposed Tariff Sheets)

The Public Utilities Commission of Ohio
TELECOMMUNICATIONS RETAIL SERVICE OFFERING FORM

For Non-BLES Carriers

Per the Commission's 01/19/2011 "Implementation Order" in Case No. 10-1010-TP-ORD

(Effective: 01/20/2011)

Company Name PowerNet Global Communications

Company Address 100 Commercial Drive, Cincinnati, OH 45014

Company Web Address www.powernetglobal.com

Regulatory Contact Person Julie Dollenmayer Phone 513-645-4891 Fax 513-645-4960

Regulatory Contact Person's Email Address jdollenmayer@pngmail.com

Contact Person for Annual Report Julie Dollenmayer Phone 513-645-4891 Fax 513-645-4960

Consumer Contact Information Julie Dollenmayer Phone 513-645-4891 Fax 513-645-4960

TRF Docket No. 90-5452-TP-TRF

I. Company Type (Check all applicable):

☒ Non-BLES CLEC ☐ IXC ☐ Other (explain) _____

II. Services offered (Check all applicable):

☒ Toll services (intrastate)

☒ Local Exchange Service (i.e., residential or business bundles)

☐ Other (explain) _____

III. Tariffed Provisions/Services (To the extent offered, check all applicable and attach tariff pages):

☐ Toll Presubscription

☒ Intrastate Special and Switched Access Services to Carriers (facilities-based local carriers only)*
[on file with Commission]

☐ N-1-1 Service

☐ Pole Attachment and Conduit Occupancy

☐ Pay Telephone Access Lines

☐ Inmate Operator Service

☐ Telephone Relay Service

*Access service tariffs shall be maintained separately and are subject to the Commission's carrier-to-carrier rules found in Chapter 4901:1-7, Ohio Administrative Code.

Part IV. – Attestation

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

I am an officer/agent of the carrier/telephone company, PNG Telecommunications, Inc., and am authorized to make statements on its behalf.
(Name)

I understand that Telephone companies have certain responsibilities to its customers under the Telecommunications Rules (Ohio Adm. Code 4901:1-6). These responsibilities include: warm line service; not committing unfair or deceptive acts and practices; truth in billing requirements; and slamming and preferred carrier freeze requirements. We will comply with the rules of the state of Ohio and understand that non-compliance 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.

/s/ Julie Dollenmayer, Corporate and Regulatory Specialist

(Signature and Title)

May 16, 2012

(Date)

EXHIBIT C

The Applicant (“PNG”) has discontinued offering BLES and will instead only offer bundled service packages. Further, the Applicant has no current customers receiving BLES. With respect to Ohio Adm. Code 4901:1-6-25(B)(3), PNG has not provided notice to any telephone company from which it obtains wholesale services because PNG actually discontinued offering BLES almost a year ago; the purpose of this Application is for PNG to withdraw its BLES tariff.

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

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in

Case No(s). 90-5452-TP-TRF, 12-1563-TP-ZTA

Summary: Application for BLES Withdrawal electronically filed by Ms. Julie Dollenmayer on behalf of PNG Telecommunications, Inc.