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Intelligent Network Communications, Inc

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July 8, 2004

PUCO

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

04-1097-TP-ACE

RE: Application VoiceNet Telephone, LLC


Dear Madam or Sir:

Enclosed herewith on behalf of the service provider VoiceNet Telephone, LLC are an original and 7 copies of the application and telephone service requirements form.

In addition, I have enclosed a copy of this letter and ask that you stamp the copy with the agency's date and time stamp. After stamping, please return the copy to me in the enclosed self addressed stamped envelope.

Please contact me with any questions at 636-257-2020.

Sincerely,



Laura Watson Ittmann
Intelligent Network Communications, Inc

Enclosures

This is to certify that the images appearing are an accurate and complete reproduction of a case file document delivered in the regular course of business
Technician And Date Processed 7/12/04

228 E. Union Street
Pacific, Missouri 63069
636-257-2020 (O) * 314-754-9140 (F)

The Public Utilities Commission of Ohio
TELECOMMUNICATIONS APPLICATION FORM
(Effective: 03/22/2004)
(Pursuant to Case Nos. 99-998-TP-COI and 99-563-TP-COI)

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In the Matter of the Application of VoiceNet Telephone, LLC
For Authority to Resell Telecommunications Service

Case No. 04 - 1097 - TP-

Name of Registrant(s) VoiceNet Telephone, LLC

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

Address of Registrant(s) 506 South 20th Street, Camp Hill, PA 17011

Company Web Address voicenetusa.com

Regulatory Contact Person(s) Mr. Chris Watson Phone 1-877-860-3006 Fax 1-717-975-0991

Regulatory Contact Person's Email Address ld4less@earthlink.net

Contact Person for Annual Report Ms. Cathy Burger-Gray Phone 1-877-860-3006

Consumer Contact Information Customer Service Phone 1-877-860-3006

Date May 10, 2004 TRF Docket No. _____ - CT-TRF or _____ - TP-TRF

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

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

Company Type (check all applicable): ☒ CTS (IXC) ☐ ILEC ☐ CLEC ☐ CMRS ☐ AOS

☐ Other (explain) _____

NOTE: This form must accompany all applications filed by telecommunication service providers subject to the Commission's rules promulgated in Case No. 99-998-TP-COI, as well as by ILECs filing an ARB or NAG case pursuant to the guidelines established in Case No. 96-463-TP-UNC. *It is preferable **NOT** to combine different types of filings, but if you do so, you must file under the process with the **longest** applicable review period.*

I. Please indicate the reason for submitting this form (check one)

- ☐ 1 **(AAC)** Application to Amend Certificate by a CLEC to modify Serving Area (0-day notice, 7 copies)
- ☐ 2 **(ABN)** Abandonment of all Services
☐ a. CLEC (90-day approval, 10 copies) ☐ b. CTS (14-day approval, 10 copies) ☐ c. ILEC (**NOT** automatic, 10 copies)
- ☒ 3 **(ACE)** New Operating Authority for providers other than CMRS (30-day approval, 7 copies); for CMRS, see item No. 15 on this page.
☐ a. Switched Local ☐ b. Non-switched local ☒ c. CTS ☐ d. Local and CTS ☐ e. Other (explain) _____
- ☐ 4 **(ACO)** LEC Application to Change Ownership (30-day approval, 10 copies)
- ☐ 5 **(ACN)** LEC Application to Change Name (30-day approval, 10 copies)
- ☐ 6 **(AEC)** Carrier-to-Carrier Contract Amendment to an agreement approved in a NAG or ARB case (30-day approval, 7 copies)
NOTE: see item 25 (CTR) on page two of this form for all other contract filings.
- ☐ 7 **(AMT)** LEC Merger (30-day approval, 10 copies)
- ☐ 8 **(ARB)** Application for Arbitration (see 96-463-TP-COI for applicable process, 10 copies)
- ☐ 9 **(ATA)** Application for Tariff Amendment for Tier 1 Services, Application to Reclassify Service Among Tiers, or Change to Non-Tier Service
☐ a. Tier 1 (and Carrier-to-Carrier tariff filings as set-forth in 95-845-TP-COI)
☐ i. Pre-filing submittal (30-day pre-filing submittal with Staff and OCC; **Do Not Docket**, 4 copies)
☐ ii. New End User Service which has been preceded by a 30-day pre-filing submittal with Staff for all submittals and also with OCC for Tier 1 residential services (0-day filing, 10 copies)

- in. New End User Service (NOT preceded by a 30-day filing submittal, 30-day approval, 10 copies)
 - iv. New Carrier-to-Carrier Service which has been preceded by a 30-day pre-filing with Staff (0-day filing, 10 copies)
 - v. Change in Terms and Conditions, textual revision, correction of error, etc. (30-day approval, 10 copies)
 - vi. Grandfather service (30-day approval, 10 copies)
 - vii. Initial Carrier-to-Carrier Services Tariff subsequent to ACE approval (60-day approval, 10 copies)
 - viii. *Withdrawal of Tier 1 service must be filed as an "ATW", not an "ATA" - see item 12, below*
- b. Reclassification of Service Among Tiers (NOT automatic, 10 copies)
- c. **Textual revision with no effect on rates for non-specific or non-tier service (30-day approval, 10 copies)**
- 10 **(ATC)** Application to Transfer Certificate (30-day approval, 7 copies)
- 11 **(ATR)** LEC Application to Conduct a Transaction Between Utilities (30-day approval, 10 copies)
- 12 **(ATW)** Application to Withdraw a Tier 1 Service
 - a. CLEC (60-day approval, 10 copies)
 - b. **ILEC (NOT automatic, 10 copies)**
- 13 **(CIO)** Application for Change in Operations by Non-LEC Providers (0-day notice, 7 copies)
- 14 **(NAG)** Negotiated Interconnection Agreement Between Carriers (0-day effective, 90-day approval, 8 copies)
- 15 **(RCC)** For CMRS providers only to Register or to Notify of a Change in Operations (0-day notice, 7 copies)
- 16 **(SLF)** Self-complaint Application
 - a. CLEC only -Tier 1 (60-day automatic, 10 copies)
 - b. Introduce or increase maximum price range for Non-Specific Service Charge (60-day approval, 10 copies)
- 17 **(UNC)** Unclassified (explain) _____ (NOT automatic, 15 copies)
- 18 **(ZTA)** Tariff Application Involving only Tier 2 Services
 - a. New End User Service (0-day notice, 10 copies)
 - b. Change in Terms and Conditions, textual revision, correction of error, etc. (0-day notice, 10 copies)
 - c. Withdrawal of service (0-day notice, 10 copies)
- 19 Other (explain) _____ (NOT automatic, 15 copies)

THE FOLLOWING ARE TRF FILINGS ONLY, NOT NEW CASES (0-day notice, 3 copies)

- 20 Introduction or Extension of Promotional Offering
- 21 New Price List Rate for Existing Service
 - a. Tier 1
 - b. Tier 2
- 22 Designation of Registrant's Process Agent(s)
- 23 Update to Registrant's Maps
- 24 Annual Tariff Option For Tier 2 Services - indicate which option you intend to adopt to maintain the tariff. NOTE, changing options is only permitted once per calendar year.
 - Paper Tariff □ Electronic Tariff. If electronic, provide the tariff's web address:

THE FOLLOWING ARE CTR FILINGS ONLY, NOT NEW CASES (0-day notice, 7 copies)

- 25 Application to establish, revise, or cancel an end-user contract. (NOTE: see item 6 on page 1 of this form for carrier-to-carrier contract amendments) CTR Docket No. _____ - _____ - TP - CTR (Use same CTR number throughout calendar year)

II. Please indicate which of the following exhibits have been filed. The numbers (corresponding to the list on page (1) and above) indicate, at a minimum, the types of cases in which the exhibit is required:

<input type="checkbox"/>	[all]	A copy of any motion for waiver of O.A.C. rule(s) associated with this filing. NOTE: the filing of a motion for waiver tolls any automatic timeframe associated with this filing.
<input checked="" type="checkbox"/>	[3]	Completed Service Requirements Form.
<input checked="" type="checkbox"/>	[3, 9(vii)]	A copy of registrant's proposed tariffs. (Carrier-to-Carrier resale tariff also required if facilities-based)
<input checked="" type="checkbox"/>	[3]	Evidence that the registrant has notified the Ohio Department of Taxation of its intent to conduct operations as a telephone utility in the State of Ohio.
<input checked="" type="checkbox"/>	[3]	Brief description of service(s) proposed.
<input type="checkbox"/>	[3a-b,3d]	Explanation of whether applicant intends to provide <input type="checkbox"/> resold services, <input type="checkbox"/> facilities-based services, or <input type="checkbox"/> both resold and facilities-based services.
<input type="checkbox"/>	[3a-b,3d]	Explanation as to whether CLEC currently offers CTS services under separate CTS authority, and whether it will be including those services within its CLEC filing, or maintaining such CTS services under a separate affiliate.
<input type="checkbox"/>	[3a-b,3d]	Explanation of how the proposed services in the proposed market area are in the public interest.
<input type="checkbox"/>	[3a-b,3d]	Description of the proposed market area.
<input type="checkbox"/>	[3a-b,3d]	Description of the class of customers (e.g., residence, business) that the applicant intends to serve.
<input type="checkbox"/>	[3a-b,3d]	Documentation attesting to the applicant's financial viability, including the following: 1) An executive Summary describing the applicant's current financial condition, liquidity, and capital resources. Describe internally generated sources of cash and external funds available to support the applicant's operations that are the subject of this certification application. 2) Copy of financial statements (actual and pro forma income statement and a balance sheet). Indicate if financial statements are based on a certain geographical area(s) or information in other jurisdictions 3) Documentation to support the applicant's cash and funding sources.
<input checked="" type="checkbox"/>	[3a-d]	Documentation attesting to the applicant's technical and managerial expertise relative to the proposed service offering(s) and proposed service area.
<input checked="" type="checkbox"/>	[3a-d]	Documentation indicating the applicant's corporate structure and ownership.
<input type="checkbox"/>	[3a-b,3d]	Information regarding any similar operations in other states. Also, if this company has been previously certified in the State of Ohio, include that certification number.
<input type="checkbox"/>	[3a-b,3d]	Verification that the applicant will maintain local telephony records separate and apart from any other accounting records in accordance with the GAAP.
<input type="checkbox"/>	[3a-b,3d]	Verification of compliance with any affiliate transaction requirements.
<input type="checkbox"/>	[3a-b,3d]	Explanation as to whether rates are derived through (check all applicable): <input type="checkbox"/> interconnection agreement, <input type="checkbox"/> retail tariffs, or <input type="checkbox"/> resale tariffs.
<input type="checkbox"/>	[1,3a-b,3d]	Explanation as to which service areas company currently has an approved interconnection or resale agreement.
<input type="checkbox"/>	[3a-b,3d, 9a(i-iii)]	Explanation of whether applicant intends to provide Local Services which require payment in advance of Customer receiving dial tone.
<input type="checkbox"/>	[3a,3b,3d, 9a,(i-iii)]	Tariff sheet(s) listing the services and associated charges that must be paid prior to customer receiving dial tone (if applicable).
<input type="checkbox"/>	[3a-b,3d,8]	Letters requesting negotiation pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 and a proposed timeline for construction, interconnection, and offering of services to end users.
<input type="checkbox"/>	[3-5,7,10-11,13]	Certification from Ohio Secretary of State as to party's proper standing (domestic or foreign corporation, authorized use of fictitious name, etc.). In transfer of certificate cases, the

		transferee's good standing must be established.
X	[3-4,7,10-11,13]	List of names, addresses, and phone numbers of officers and directors, or partners.
X	[3]	A sample copy of the customer bill and disconnection notice the applicant plans to utilize.
<input type="checkbox"/>	[1,4,9,10-13,16-21]	Copy of superseded tariff sheet(s) & price list(s), if applicable, marked as Exhibit A.
<input type="checkbox"/>	[1,4,9,10-13,16-21]	Copy of revised tariff sheets & price lists, marked as Exhibit B.
X	[3]	Provide a copy of any customer application form required in order to establish residential service, if applicable.
<input type="checkbox"/>	[1-2,4-7,9,12-13,16,18-23,25]	Description of and rationale for proposed tariff changes, including a complete description of the service(s) proposed or affected. Specify for each service affected whether it is <input type="checkbox"/> business; <input type="checkbox"/> residence; or <input type="checkbox"/> both. Also indicate whether it is a <input type="checkbox"/> switched or <input type="checkbox"/> dedicated service. Include this information in either the cover letter or Exhibit C.

<input type="checkbox"/>	[1,2,4,9a(v-vi), 5,10,16,18(b-c), 20-21]	Specify which notice procedure has been/will be utilized: <input type="checkbox"/> direct mail; <input type="checkbox"/> bill insert; <input type="checkbox"/> bill notation or <input type="checkbox"/> electronic mail. NOTE: <input type="checkbox"/> Tier 1 price list increases must be within an approved range of rates. <input type="checkbox"/> SLF Filings – Do NOT send customer notice until it has been reviewed and approved by Commission Staff
<input type="checkbox"/>	[2,4-5,9a(v), 9b, 10,12-13,16, 18(b-c),20-21]	Copy of real time notice which has been/will be provided to customers. NOTE: SLF Filings – Do NOT send customer notice until it has been reviewed and approved by Commission Staff
<input type="checkbox"/>	[1,2,5,9a(v), 11-13, 18, 21(increase only)]	Affidavit attesting that customer notice has been provided.
<input type="checkbox"/>	[2,12]	Copy of Notice which has been provided to ILEC(s).
<input type="checkbox"/>	[2,12]	Listing of Assigned (NPA) NXX's where in the LECs (NPA) NXX's would be reassigned.
<input type="checkbox"/>	[2,4,10,12-13,]	List of Ohio exchanges specifically involved or affected.
<input type="checkbox"/>	[14]	The interconnection agreement adopted by negotiation or mediation.
<input type="checkbox"/>	[15]	For commercial mobile radio service providers, a statement affirming that registrant has obtained all necessary federal authority to conduct operations being proposed, and that copies have been furnished by cellular, paging, and mobile companies to this Commission of any Form 401, 463, and / or 489 which the applicant has filed with the Federal Communications Commission.
<input type="checkbox"/>	[15]	Exhibits must include company name, address, contact person, service description, and evidence of registration with the Ohio Secretary of State.
<input type="checkbox"/>	[24]	Affidavit that total price of contract exceeds total cost of all regulated services.
<input type="checkbox"/>	[5,13]	New title sheet with proposed new company name.
<input type="checkbox"/>	[1,3,13]	For CLECs, List of Ohio Exchanges the applicant intends to serve (Use spreadsheet from: http://www.puc.state.oh.us/puco/forms/form.cfm?doc_id=357).
<input type="checkbox"/>	[1,3a-b,3d,7, 10,13, 23]	Maps depicting the proposed serving and calling areas of the applicant. <input type="checkbox"/> If Mirroring Large ILEC exchanges for both serving area and local calling areas: • <i>Serving area</i> must be clearly reflected on an Ohio map attached to tariffs and textually described in tariffs by noting that it is reflecting a particular large ILEC/CLEC territory, and listing the involved exchanges. • <i>Local calling areas</i> must be clearly reflected on an Ohio map attached to the tariffs, and/or clearly delineated in tariffs, including a complete listing of each exchange being served and all exchanges to which local calls can be made from each of those exchanges. <input type="checkbox"/> If Self-defining serving area and/or local calling area as an area other than that of the established ILEC exchange(s): • <i>Serving Area</i> must be clearly reflected on an Ohio map attached to the tariffs, and textually described in tariffs by listing the involved exchanges. • <i>Local Calling Areas</i> must be described in the tariff through textual delineation and clear maps. Maps for self-defined <u>serving and local calling areas</u> are required to be traced on United States Geological Survey topography maps. These maps are the Standard Topographic Quadrangle maps, 7.5 minute 1:24,000.
<input type="checkbox"/>		Other information requested by the Commission staff.
X	[3]	Initial certification that includes Tier 2 Services, indicate which option you intend to adopt to maintain the tariff: X Paper Tariff <input type="checkbox"/> Electronic Tariff - If electronic, provide the web address for the tariff: _____

III. Registrant hereby attests to its compliance with the following requirements in the Service Requirements Form, as well as all pertinent entries and orders issued by the Commission with respect to these issues. Further, registrant hereby affirms that it will maintain with its TRF docket an up-to-date, properly marked, copy of the Service Requirements Form available for public inspection.

MANDATORY REQUIREMENTS FOR ALL BASIC LOCAL EXCHANGE AND CTS PROVIDERS:

X Sales tax
X Minimum Telephone Service Standards (MTSS)
X Surcharges

MANDATORY REQUIREMENTS FOR ALL BASIC LOCAL EXCHANGE PROVIDERS:

[] 1+ IntraLATA Presubscription

SERVICE REQUIREMENTS FOR PROVISION OF CERTAIN SERVICES (CHECK ALL APPLICABLE):

X Discounts for Persons with Communication Disabilities and the Telecommunication Relay Service
[Required if toll service provided]
X Emergency Services Calling Plan [Required if toll service provided]
☐ Alternative Operator Service (AOS) requirements [Required for all providing AOS (including inmate services) service]
X Limitation of Liability Language [Required for all who have tariff language that may limit their liability]
☐ Termination Liability Language [Required for all who have early termination liability language in their tariffs]
☐ Service Connection Assistance (SCA) [Required for all LECs]
☐ Local Number Portability and Number Pooling [Required for facilities-based LECs]
☐ Package Language [Required for tariffs containing packages or service bundles containing both local and toll and/or non-regulated services]

IV. List names, titles, phone numbers, and addresses of those persons authorized to respond to inquiries from the Consumer Services Department on behalf of the applicant regarding end-user complaints:

Customer Service, VoiceNet Telephone, LLC
506 South 20th Street, Camp Hill, PA 17011
Phone: 1-877-860-3006

V. List names, titles, phone numbers, and addresses of those persons authorized to make and/or affirm or verify filings at the Commission on behalf of the applicant:

Ms. Cathy Burger-Gray
506 South 20th Street, Camp Hill, PA 17011
Phone: 1-877-860-3006

NOTE: An annual report is required to be filed with the Commission by each company on an annual basis. The annual report form will be sent for completion to the address and individual(s) identified in this Section unless another address or individual is so indicated.

None.

**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 *(or to the Telecommunications Division Chief if a prefiling submittal)*
180 East Broad Street, Columbus, OH 43215-3793

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

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

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

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

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

[x] 2. MTSS TARIFF REQUIREMENTS

[x] The provider attests that its tariffs include:

- provider-specific language addressing the deposit method (as cited in 4901:1-5-13) adopted by the company and approved by the Commission;
- Toll Caps (choose one):
 - ☐ language addressing the provider-specific parameters of toll caps approved by the Commission, OR
 - ☒ not applicable since the provider has not chosen to incorporate toll caps.
- language regarding establishment of service, including requirements to establish creditworthiness, as cited in 4901:1-5-13;
- language regarding residential service guarantors, as cited in 4901:1-5-14;
- language regarding subscriber bills, as cited in 4901:1-5-15;
- language regarding subscriber billing adjustments for local exchange service, as cited in 4901:1-5-16; and,
- language regarding denial or disconnection of local and/or toll service, including the requirements for the reconnection of local and/or toll service, as cited in 4901:1-5-17.

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

☐ Cancellation of Service:

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

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

☐ Advance Payment:

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

☒ 3. **SURCHARGES**

The company shall not assess separately any taxes, fees or surcharges, other than government-approved sales taxes imposed directly on the end users, without seeking Commission approval under the appropriate procedures required by the Commission. Generally, the Commission will not grant the inclusion of gross receipts tax as a separate item on the bill unless special circumstances so warrant and the Commission specifically approves same. The company shall not place a separate line item on a customer's bill without sending notice to all customers informing them of the new line item charges in accordance with Commission-adopted notice procedures.

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

☐ 4. **1+ INTRALATA PRESUBSCRIPTION - Basic Local Exchange Providers Only** (See Also Case No. 95-845-TP-COI, Guideline X.)

a. General

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

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

b. IntraLATA Presubscription Options

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

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

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

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

c. Rules and Regulations

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

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

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

d. IntraLATA Presubscription Procedures

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

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

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

e. IntraLATA Presubscription Charges

i. Application of Charges

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

ii. Nonrecurring Charges IntraLATA Presubscription Change Charge

Per business or residence line, trunk, or port:

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

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

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

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

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

from communicating over the telephone without the aid of a telecommunications device for the communicatively disabled.

- b. Residential disabled customers or disabled members of a customer's household, upon written application and upon certification of their disabled status, which is evidenced by either a certificate from a physician, health care official, state agency, or a diploma from an accredited educational institution for the disabled, are eligible to receive a discount off their MTS rates, and, if they utilize telebraille devices, they are eligible to receive free access to local and intrastate long distance directory assistance. Additionally, TDD lines maintained by non-profit organizations and governmental agencies, upon written application and verification that such lines are maintained for the benefit of the disabled, are eligible to receive a discount off their MTS rates.
- c. Upon receipt of the appropriate application, and certification or verification of a person with a communication disability, one of the following discounts shall be made available for the benefit of the disabled person:
 - i. Off the basic MTS, current, price list day rates: a 40 percent discount off the intrastate, interexchange, customer-dialed, station-to-station calls occurring between 8:00 a.m. and 4:59 p.m. Monday through Friday; a 60 percent discount off the intrastate, interexchange, customer-dialed, station-to-station calls occurring between 5:00 p.m. and 10:59 p.m. Sunday through Friday, and New Year's Day, Independence Day, Labor Day, Thanksgiving, and Christmas; and a 70 percent discount off the intrastate, interexchange, customer-dialed, station-to-station calls occurring between 11:00 p.m. and 7:59 a.m. any day, 8:00 a.m. and 4:59 p.m. Sunday, and all day Saturday; or
 - ii. Off the basic MTS, current, price list day rates: no less than a straight 70 percent discount shall be made available on a 24 hour a day basis; or
 - iii. For MTS which is offered similar to the mileage-banded rate structure established in the Commission's April 9, 1985 Opinion and Order in Case No. 84-944-TP-COL, with the traditional day, evening, and night/weekend discounts: the "evening" discount off the intrastate, interexchange, customer-dialed, station-to-station calls placed during the "day" period Monday through Friday; and the "night/ weekend" discount off the intrastate, interexchange, customer-dialed, station-to-station calls placed during the "evening" period Sunday through Friday, and on New Year's Day, Independence Day, Labor Day, Thanksgiving, and Christmas. Furthermore, the "night/ weekend" discount plus an additional discount equivalent to no less than ten percent of the company's current, price list, "day" rates for basic MTS shall be made available for intrastate, interexchange, customer-dialed, station-to-station calls placed during the "night/weekend" period any day, the "day" period Sunday, and all day Saturday.
- d. All MTS calls placed through the telecommunication relay service (TRS) are eligible to receive a discount off the MTS rates. The rate discounts are the same as those set forth in paragraph 1.c. preceding. The discount shall not apply to sponsor

charges associated with calls placed to pay-per-call services, such as 900, 976, or 900-like calls.

■ **2. EMERGENCY SERVICES CALLING PLAN**

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

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

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

□ **3. ALTERNATIVE OPERATOR SERVICES**

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

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

(A) Definitions

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

provider contracts with the customer/end user to provide the services, and the customer/end user pays for the actual processing of the operator-assisted calls.

(B) AOS Service Parameters

(1) Local operator-assisted calls:

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

(2) MTS provided in conjunction with AOS:

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

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

or;

\$.36 per minute of use

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

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

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

(C) Secured Inmate Facilities:

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

- (1) Local operator-assisted calls:
For local operator-assisted calls, the AOS provider serving secured inmate facilities shall not charge the billed party more than the ILEC price list rates for a local operator-assisted call in the same exchange.
 - (2) IntraLATA and interLATA intrastate toll service calls:
For intraLATA and interLATA intrastate toll service calls, the AOS provider serving secured inmate facilities shall not charge the billed party more than the ILEC price list rates for an intraLATA intrastate call. This requirement includes both the rates for message toll service and operator surcharges.
- (D) The AOS providers shall not charge end users surcharges in addition to the price list rates for MTS and operator-assisted surcharges set forth in the AOS providers' tariffs. This restriction means that no surcharges, including but not limited to, bill rendering charges and any additional surcharge which a host facility may request the AOS provider to bill an end user, may be levied by the AOS provider on the end user. Any surcharges imposed by a host facility are to be billed separately by the host facility.
- (E) AOS and secured inmate facility services are not subject to either Tier 1 or Tier 2 regulatory treatment, but rather will remain subject to the provisions of these rules and the applicable provisions adopted by the Commission in Case No. 88-560-TP-COI.

■ 4. ***LIMITATION OF LIABILITY***

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

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

■ 5. ***TERMINATION LIABILITY***

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

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

☐ 6. **SERVICE CONNECTION ASSISTANCE (SCA)**

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

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

☐ 7. **LOCAL NUMBER PORTABILITY and NUMBER POOLING**

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

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

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

☐ **Option 1**

Tariffing

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

Disconnection Procedures

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

Staff Notice

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

☐ **Option 2**

Tariffing

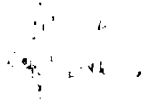
Under option 2, LECs shall tariff the entire package or bundle of services including both regulated local services and toll and/or unregulated services for a single combined packaged rate (including any amount attributable to the unregulated components). The LEC shall clearly identify the services within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

Disconnection Procedures

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

Disconnection Notice

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



VoiceNet Telephone, LLC

Exhibit I

Proposed Tariff

Interexchange Service

TITLE SHEET

OHIO TELECOMMUNICATIONS TARIFF

This Tariff applies to the intrastate resale telecommunication services furnished by VoiceNet Telephone, LLC between one or more points in the State of Ohio. This Tariff is on file with the Public Utilities Commission of Ohio and copies may be inspected, during normal business hours, at the Company's principal place of business at 506 South 20th Street, Camp Hill, PA 17011, Telephone: (877) 860-3006.

ISSUED: May 15, 2004

EFFECTIVE:

ISSUED BY: Cathy Burger-Gray
VoiceNet Telephone, LLC
506 South 20th Street
Camp Hill, PA 17011

Interexchange Service

CHECK SHEET

All sheets of this Tariff are effective as of the date shown at the bottom of the respective sheet(s).
Original and revised sheets as named below comprise all changes from the original Tariff and are currently in effect as of the date on the bottom of this page.

<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>
1	Original	18	Original	35	Original
2	Original	19	Original	36	Original
3	Original	20	Original	37	Original
4	Original	21	Original	38	Original
5	Original	22	Original	39	Original
6	Original	23	Original	40	Original
7	Original	24	Original	41	Original
8	Original	25	Original	42	Original
9	Original	26	Original	43	Original
10	Original	27	Original	44	Original
11	Original	28	Original	45	Original
12	Original	29	Original	46	Original
13	Original	30	Original	47	Original
14	Original	31	Original	48	Original
15	Original	32	Original	49	Original
16	Original	33	Original	50	Original
17	Original	34	Original	51	Original

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Interexchange Service

CONCURRING, CONNECTING, AND OTHER PARTICIPATING CARRIERS

CONCURRING CARRIERS:

No Concurring Carriers

CONNECTING CARRIERS:

No Connecting Carriers

OTHER PARTICIPATING CARRIERS:

No Participating Carriers

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TARIFF FORMAT

- A. Sheet Numbering – Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the Tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers – Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in their tariff approval process, the most current sheet number on file with the Commission is not always the Tariff page in effect.
- C. Paragraph Numbering Sequence – There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level of coding.
- 2.
 - 2.1
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a).
 - 2.1.1.A.1.(a).I.
 - 2.1.1.A.1.(a).I.(i).
 - 2.1.1.A.1.(a).I.(i).1.
- D. Check Sheets – When a tariff filing is made with the Commission, an undated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on the check sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some sheets). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the Commission.

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Interexchange Service

APPLICABILITY

This Tariff contains the service offerings, rates, terms, and conditions applicable to the furnishing of intrastate interexchange telecommunications services within the State of Ohio by VoiceNet Telephone, LLC ("Company").

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Interexchange Service

SYMBOLS

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

D – Deleted or Discontinued Material

I – Change Resulting In A Rate Increase

M – Moved From Another Tariff Location

N – New Material

R – Changes Resulting In A Rate Reduction

T – Change In Text or Regulation, No Change In Rate or Charge

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Interexchange Service

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SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS

1.1 Technical Terms

Access Line – An arrangement that connects the Customer's location to a switching center or point of presence.

Application for Service – A standard order form which includes all pertinent billing, technical, and other descriptive information which will enable the carrier to provide the communication service as required.

Authorized User – A person, firm, corporation, or any other entity authorized by the Customer to communicate utilizing the Company's service.

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

Cancellation of Order – A Customer-initiated request to discontinue processing a service order, either in part or in its entirety, prior to its completion.

Carrier or Company – Whenever used in this Tariff, "Carrier" or "Company" refers to VoiceNet Telephone Company, LLC unless otherwise specified or clearly indicated by the context.

Commission – The Public Utilities Commission of Ohio.

Completed Calls – Completed calls are calls answered on the distance end. In the event a Customer is charged for an incomplete call, the Company will issue a credit to the Customer upon request.

Customer – The person, firm, corporation, or other entity which orders, cancels, amends, or uses service and is responsible for payment of charges and compliance with the Company's Tariff.

Customer Provided Equipment – Terminal equipment provided by a Customer.

Disconnect – The disabling of circuitry preventing outgoing and incoming toll communication service provided by Carrier.

Due Date – The last day for payment without unpaid amounts being subject to a late payment charge.

Exchange Access Line – The serving central office line equipment and all plant facilities up to and including the Standard Network Interface.

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Interexchange Service

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

Holidays – The Company's recognized holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

Interexchange Utility – A utility, resale carrier, or other entity that provides intrastate telecommunications services and facilities between exchanges within the state, without regard to how such traffic is carried. A local exchange utility that provides exchange service may also be considered an interexchange utility.

Local Distribution Area (LDA) – Metropolitan locations served by Carrier which have been defined by the telephone company providing local service in its local exchange tariff as "local calling area."

Local Exchange Services – Telecommunications services furnished for use by end-users in placing and receiving local telephone calls within local calling areas.

Measured Use Service – The provision of long distance measured time communications telephone service to Customers who access the carrier's services at its switching and all processing equipment by means of access facilities obtained from another carrier by the Customer or otherwise provided at its own expense (the Customer is responsible for arranging for the access line).

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

Network Terminal – Any location where carrier provides service herein.

Normal Business Hours – 9 a.m. to 5 p.m. EST, Monday through Friday, excluding holidays.

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

Resold Local Exchange Service – A service composed of the resale of exchange access lines and local calling provided by other authorized Local Exchange Carriers, in combination with Company provided usage services, miscellaneous services, or interstate/international services.

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

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Interexchange Service

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

1.2 Abbreviations

IXC – Interexchange Carrier

ILEC – Incumbent Local Exchange Carrier.

LATA – Local Access Transport Area

LDA – Local Distribution Area

LEC – Local Exchange Carrier

MTS – Message Toll Service

PBX – Private Branch Exchange

V&H – Vertical and Horizontal

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Interexchange Service

SECTION II - RULES AND REGULATIONS

2.1 Undertaking of the Company

2.1 Description and Limitations of Services

- 2.1.1 Intrastate Telecommunications Service ("Service") is the furnishing of Company communication services contained herein between specified locations under the terms of this Tariff.
- 2.1.2 Company, when acting at the Customer's request and as its authorized agent, will make reasonable efforts to arrange for service requirements, such a special routing, diversity, alternate access, or circuit conditioning.
- 2.1.3 Service, if offered in equal access exchanges, is subject to the availability of facilities and the provisions of this Tariff. Company reserves the right to refuse to provide service to or from any location where the necessary facilities and/or equipment are not available.
- 2.1.4 Service may be discontinued after ten (10) business days written notice to the Customer if:
 - 2.1.4.A the Customer is using the Service in violation of this Tariff, or
 - 2.1.4.B the Customer is using the Service in violation of the law or Commission regulation.
- 2.1.5 Service begins on the date that billing becomes effective and is provided on the basis of a minimum period of at least one month, twenty four hours per day. For the purposes of computing charges in this Tariff, a month is considered to have thirty days.
- 2.1.6 Service will be provided until cancelled by the Customer upon written notice.
- 2.1.7 Nothing herein, or in any other provision of this Tariff, or in any marketing materials issued by the Company shall give any person any ownership, interest, or proprietary right in any code or 800 number issued by the Company to its Customers.

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Interexchange Service

SECTION II - RULES AND REGULATIONS (CONT'D)

2.1.8 The Company reserves the right to discontinue furnishing services or billing options, upon written notice, when necessitated by conditions beyond its control. Conditions beyond the Company's control include, but are not limited to, a Customer having Call volume or a calling pattern that results, or may result, in network blockage or other Service degradation which adversely affects services to the calling party, the Customer, or other Customers of the Company.

2.1.9 Except as otherwise provided in this Tariff or as specified in writing by the party entitled to receive service, notice may be given orally or in writing to the persons whose names and business addresses appear on the executed Service Order and the effective date of any notice shall be the date of delivery of such notice, not the date of mailing. By written notice, Company or Customer may change that party to receive notice and/or the address to which such notice is to be delivered. In the event no Customer or Company address is provided in the executed Service Order, notice shall be given to the last known business address of Customer or as appropriate.

2.2 Other Terms and Conditions

2.2.1 The name(s) of the Customer(s) desiring to use the service must be stipulated in the Service Order.

2.2.2 The Customer agrees to operate the Company provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void the Company liability for interruption of service and may make Customer responsible for damage to equipment pursuant to Section 2.2.3 below.

2.2.3 Customer agrees to return to the Company all Company provided equipment delivered to Customer within five (5) days of termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.

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Interexchange Service

SECTION II - RULES AND REGULATIONS (CONT'D)

- 2.2.4 A Customer shall not use any service mark or trademark of the Company or refer to the Company in connection with any product, equipment, promotion, or publication of the Customer without prior written approval of the Company.
- 2.2.5 In the event suit is brought or any attorney is retained by the Company to enforce the terms of this Tariff, the Company shall be entitled to recover, in addition to any other remedy, reimbursement for reasonable attorneys' fees, court costs, costs of investigation, and other related expenses incurred in connection therewith.
- 2.2.6 The provision of Service will not create a partnership or joint venture between the Company and the Customer nor result in joint Service offerings to their respective Customers.
- 2.2.7 The rate or volume discount level applicable to a Customer for a particular Service or Services shall be the rate or volume discount level in effect at the beginning of the monthly billing period applicable to the Customer for the particular Service or Services. When a Service is subject to a minimum monthly charge, account charge, port charge, or other recurring charge or Nonrecurring Charge for both intrastate or interstate Service, only one such charge shall apply per account and that charge shall be the interstate charge.
- 2.2.8 Service requested by Customer and to be provided pursuant to this Tariff shall be requested on Company Service Order forms accepted in writing by an authorized headquarters representative of the Company (collectively referred to as "Service Orders").
- 2.2.9 If an entity other than the Company (e.g., another carrier or supplier) imposes charges on the Company in connection with a Service that entity's charges will be passed through to the Customer also.

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Interexchange Service

SECTION II - RULES AND REGULATIONS (CONT'D)

- 2.2.10 The Service Commitment Period for any service shall be established by the Service Order relevant thereto and commence on the start of service date. Upon expiration, each Service Commitment Period for such service shall automatically be extended subject to written notice of termination by either Company or Customer as of a date not less than thirty (30) days after delivery of said notice to the other. The charges for interexchange service during any such extension shall not exceed the then current Company month to month charges applicable to such service.
- 2.2.11 This Tariff shall be interpreted and governed by the laws of the state of Ohio.
- 2.2.12 Another telephone company must not interfere with the right of any person or entity to obtain service directly from the Company.
- 2.2.13 The Customer has no property right to the telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the right, on sixty (60) days notice, to change such numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business.

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Interexchange Service

SECTION II - RULES AND REGULATIONS (CONT'D)

2.3 Use of Service

- 2.3.1 Services provided under this Tariff may be used for any lawful purpose for which the service is technically suited. There are no restrictions on sharing or resale of services. However, the Customer remains liable for all obligations under this Tariff notwithstanding such sharing or resale and regardless of the Company's knowledge of same. The Company shall have no liability to any person or entity other than the Customer and only as set forth in Section 2.4. The Customer shall not use nor permit others to use the service in a manner that could interfere with services provided to others or that could harm the facilities of the Company or others.
- 2.3.2 The use of Carrier's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling for credit cards is prohibited.
- 2.3.3 Carrier's services are available for use twenty-four hours per day, seven days per week.
- 2.3.4 Carrier does not transmit messages pursuant to this Tariff, but its services may be used for that purpose.
- 2.3.5 Carrier's services may be denied for nonpayment of charges or for other violations of this Tariff.
- 2.3.6 Service furnished by the Company may be arranged for joint use or authorized use. The Joint User or Authorized User shall be permitted to use such Service in the same manner as the Customer, but subject to the following:
 - 2.3.6.A One Joint User or Authorized User must be designated as the Customer.

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Interexchange Service

SECTION II - RULES AND REGULATIONS (CONT'D)

2.3.6.B All charges for the service will be computed as if the service were to be billed to one Customer. The Joint User or Authorized User which has been designated as the Customer will be billed for all components of the Service and will be responsible for all payments to the Company. In the event that the designated Customer fails to pay the Company, each Joint User or Authorized User shall be liable to the Company for all charges incurred as a result of its use of the Company's Services

2.3.7 In addition to the other provisions in this Tariff, Customers reselling Company services shall be responsible for all interaction and interface with their own subscribers or Customers. The provision of the service will not create a partnership or joint venture between Company and Customer nor result in a joint communications service offering to the Customers of either Company or the Customer.

2.3.8 The Customer will be billed directly by the LEC for certain dedicated access arrangements selected by the Customer for the provisioning of direct access arrangements. In those instances where the Company at the Customer's request may act as agent in the ordering of such arrangements, the Company will bill the Customer local access charges.

2.4 Liabilities of the Company

2.4.1 Except as provided otherwise in this Tariff, the Company shall not be liable to the Customer or any other person, firm, or entity for any failure of performance hereunder if such failure is due to any cause or causes beyond the reasonable control of the Company. Such causes shall include, without limitation, acts of God, fire, explosion, vandalism, cable cut, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States government or of any other government or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, or preemption of existing Services to restore service in compliance with Part 64, Subpart D, Appendix A, of the FCC's Rules and Regulations.

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SECTION II - RULES AND REGULATIONS (CONT'D)

- 2.4.2 With respect to the services contained herein and except as otherwise provided herein, the Company's liability shall not exceed an amount equal to the charge applicable to a one minute Call to the Called Station at the time the affected Call was made. If the initial minute rate is higher than the additional minute rate, the higher rate shall apply. For those services with monthly recurring charges, the Company's liability is limited to an amount equal to the proportional monthly recurring charges for the period during which service was affected.
- 2.4.3 The Company is not liable for any act or omission of any other company or companies (including any Company affiliate that is a participating or concurring carrier) furnishing a portion of the service, facilities, and equipment.
- 2.4.4 The Customer is responsible for taking all necessary legal steps for interconnecting the Customer provided terminal equipment with the Company facilities. The Customer shall ensure that the signals emitted into the Company's network do not damage Company equipment, injure personnel, or degrade Service to other Customers. The Customer is responsible for securing all licenses, permits, rights of way, and other arrangements necessary for such interconnection. In addition, the Customer shall comply with applicable LEC signal power limitations.
- 2.4.5 The Company may rely on local exchange carriers or other third parties for the performance of other services such as local access. Upon Customer request, execution, and delivery of appropriate authorizing documents, the Company may act as agent for Customer in obtaining such other services. Customer's liability for charges hereunder shall not be reduced by untimely installation or non-operation of Customer provided facilities and equipment.
- 2.4.6 The failure to give notice of default, to enforce or insist upon compliance with any of the terms or conditions herein, the waiver of any term or conditions herein, or the granting of an extension of time for performance by the Company or the Customer shall not constitute the permanent waiver of any term or condition herein. Each of the provisions shall remain at all time in full force and effect until modified in writing.

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2.4.7 The Company shall not be liable to the Customer or any other person, firm or entity in any respect whatsoever as a result of mistakes, accidents, errors, omissions, interruptions, delays, or defects in Service (collectively "Defects"). Defects caused by or contributed to, directly or indirectly, by any act or omission of Customer or its Customers, affiliates, agents, representatives, invitees, licensees, successors, or assigns or which arise from or are caused by the use of the facilities or equipment of Customer or related parties shall not result in the imposition of any liability whatsoever upon the Company, and Customer shall pay to the Company any reasonable costs, expenses, damages, fees, or penalties incurred by the Company as a result thereof, including penalties incurred by the Company as a result thereof, including cost of Local Access Providers' labor and materials. In addition, all or a portion of the Service may be provided over facilities of third parties, or sold by third parties, and the Company shall not be liable to Customer or any other person, firm or entity in any respect whatsoever arising out of Defects caused by such third parties. THE COMPANY SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, ACTUAL, PUNITIVE OR ANY OTHER DAMAGES, OR BUSINESS INTERRUPTION, FOR ANY LOST PROFITS OF ANY KIND OR NATURE WHATSOEVER ARISING OUT OF ANY DEFECTS OR ANY OTHER CAUSE. THE COMPANY'S LIABILITY, IF ANY, WITH REGARD TO THE DELAYED INSTALLATION OF THE COMPANY'S FACILITIES OR COMMENCEMENT OF SERVICE SHALL NOT EXCEED \$1,000. THIS WARRANTY AND THESE REMEDIES, ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OR REMEDIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN THE EVENT OF AN INTERRUPTION IN SERVICE OR ANY DEFECT IN THE SERVICE WHATSOEVER, NEITHER COMPANY NOR ANY AFFILIATED OR UNAFFILIATED THIRD PARTY, THIRD PARTY PROVIDER, OR OPERATOR OF FACILITIES EMPLOYED IN THE PROVISION OF THE SERVICE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, ACTUAL, PUNITIVE, OR ANY OTHER DAMAGES, OR FOR ANY LOST PROFITS OF ANY KIND OR NATURE WHATSOEVER.

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- 2.4.8 With respect to the routing of Calls by the Company to public safety answering points or municipal emergency service providers, Company liability, if any, will be limited to the lesser of: (a) the actual monetary damages incurred and proved by the Customer as the direct result of the Company's action, or failure to act, in routing the Call, or (b) the sum of \$1,000.00.
- 2.4.9 In the event parties other than Customer (e.g., Customer's Customers) shall have use of the Service directly or indirectly through Customer, then Customer agrees to forever indemnify and hold Company and any affiliated or unaffiliated third party, third party provider, or operator of facilities employed in the provision of the Service harmless from and against any and all claims, demands, suits, actions, losses, damages, assessments, or payments which may be asserted by said parties arising out of or relating to any Defects.
- 2.4.10 In the event that Company is required to perform a Circuit redesign due to inaccurate information provided by the Customer or circumstances in which such costs and expenses are caused by the Customer or reasonably incurred by the Company for the benefit of the Customer, the Customer is responsible for the payment of all such charges.

2.5 Cancellation of Service by a Customer

- 2.5.1 If a Customer cancels a Service Order before the service begins, before completion of the Minimum Period, or before completion of some other period mutually agreed upon by the Customer and the Company, a charge will be levied upon the Customer for the nonrecoverable portions of expenditures or liabilities incurred expressly on behalf of the Customer by the Company and not fully reimbursed by installation and monthly charges. If, based on a Service Order by a Customer, any construction has either begun or been completed, but no services provided, the nonrecoverable costs of such construction shall be borne by the Customer.

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- 2.5.2 Upon written notice, Customer shall have the right, without cancellation charge or other liability, to cancel the affected portion of the Service, if the Company is prohibited by governmental authority from furnishing said portion, or if any material rate or term contained herein and relevant to the affected Service is substantially changed by order of the highest court of competent jurisdiction to which the matter is appealed, the Federal Communications Commission, or other local, state, or federal government authority.

2.6 Cancellation for Cause by the Company

- 2.6.1 Upon nonpayment of any sum owing to the Company, or upon a violation of any of the provisions governing the furnishing of service under this Tariff, the Company may, upon ten (10) business days written notification to the Customer discontinue the furnishing of such service. Service will not be discontinued on any Friday, Saturday, Sunday, or legal holiday. The written notice may be separate and apart from the regular monthly bill for service. Customer shall be deemed to have cancelled service as of the date of disconnection and shall be liable for any cancellation charges set forth in this Tariff. Service will not be terminated before twenty (20) days after the mailing date of the original unpaid bill.
- 2.6.2 Without incurring any liability, the Company may discontinue service to a Customer without notice under the following conditions:
- 2.6.2.A in the event of tampering with the Company's equipment;
 - 2.6.2.B in the event of a condition determined to be hazardous to the Customer, to other Customers of the Company, to the Company's equipment, the public, or to employees of the Company;

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2.6.2.C in the event of a Customer's use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others; or

2.6.2.D for illegal use or theft of service.

2.6.2.E Following the disconnection of service for any of these reasons, the Company or the local exchange utility acting as Company agent, will notify the End User/Customer that service was disconnected and why. The notice will include all reasons for the disconnection and will include a toll free number where an End User/Customer can obtain additional information. Notice shall be deemed given upon receipt, postage paid, in the U.S. Mail to the End User's/Customer's last known address and in compliance with the Commission's rules.

2.6.3 The Company may discontinue service to a Customer under the following conditions after giving Customer ten (10) business days' written notice:

2.6.3.A for failure of the Customer to pay a bill for service when due;

2.6.3.B for failure of the Customer to make proper application for service;

2.6.3.C for Customer's violation of any of the Company's rules on file with the Commission;

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- 2.6.3.D for failure of the Customer to provide the company reasonable access to its equipment and property;
- 2.6.3.E for Customer's breach of the contract for service between the Company and the Customer;
- 2.6.3.F for the failure of the Customer to furnish such service, equipment, and/or rights of way necessary to serve said Customer as shall have been specified by the utility as a condition of obtaining service;
- 2.6.3.G when necessary for the utility to comply with any order or request of any governmental authority having jurisdiction; or
- 2.6.3.H upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- 2.6.3.I Service will not be disconnected on any Friday, Saturday, Sunday, or legal holiday, or at any time when the company's business offices are not open to the public, except when an emergency exists.
- 2.6.4 The discontinuance of service(s) by the Company pursuant to this Section does not relieve the Customer of any obligations to pay the company for charges due and owing for service(s) furnished up to the time of discontinuance. The remedies set forth herein shall not be exclusive and the Company shall at all times be entitled to all rights available to it under either law or equity.

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SECTION II - RULES AND REGULATIONS (CONT'D)

2.7 Establishing Credit

2.7.1 The Company, in order to assure the payment of its charges for service, may require Applicants and Customers to establish and maintain credit.

2.7.2 Applicants for Service

2.7.2.A The Company may refuse to furnish service to an Applicant that has not established credit or has not paid charges for service previously furnished by the Company at the same or another address, until arrangements suitable to the Company have been made to pay such charges.

2.7.2.B Applicants may establish credit in one of the following ways:

2.7.2.B.1 Responding in a manner satisfactory to the Company to a set of standard questions. The Applicant may be required to provide proof in support of these responses.

2.7.2.B.2 Providing a sufficient written guarantee of payment for service by a guarantor satisfactory to the Company.

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2.7.3 Customers

2.7.3.A A Customer may be required to reestablish credit by the payment when any of the following conditions occur:

2.7.3.A.1 During the first twelve months that the Customer receives service, the Customer pays late four times or has service disconnected by the Company for nonpayment two times.

2.7.3.A.2 After the first twelve months that the Customer has received service, the Customer has had service disconnected twice by the Company within a twelve-month period or the Company provides evidence that the Customer used a device or scheme to obtain service without payment.

2.7.3.A.3 After the first twelve months that a business Customer has received service, the business Customer pays late at least six times during any twelve-month period.

2.7.3.B Payment by the Customer of delinquent bills may not of itself relieve the Customer from the obligation of establishing credit. A Customer may be required to 2.7.2.B (1) or (2) preceding.

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2.8 Deposits

The Company does not require a deposit for its services.

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- 2.9.1 The Customer is responsible for payment of all charges for services furnished to the Customer or its Joint or Authorized Users. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer provided equipment by third parties, the Customer's employees, or the public.
- 2.9.2 The Company's bills are due upon receipt. Amounts not paid within thirty (30) days from the bill date of the invoice will be considered past due. Customer will be assessed a late fee on past due amounts in the amount not to exceed the maximum lawful rate under applicable state law. If a Customer presents an undue risk of nonpayment at any time, the Company may require that Customer to pay its bills within a specified number of days and to make such payments in cash or the equivalent of cash.
- 2.9.3 In determining whether a Customer presents an undue risk of nonpayment, the Company shall consider the credit reports relating to the purchase of utility service.
- 2.9.4 Disputes with respect to charges must be presented to the Company in writing within thirty (30) days from the date the invoice is rendered or such invoice is deemed to be correct and binding on the Customer.
- 2.9.5 If a LEC has established or establishes a special access surcharge, the Company will bill the surcharge beginning on the effective date of such surcharge for special access arrangements presently in service. The Company will cease billing the special access surcharge upon receipt of an exemption certificate or if the surcharge is removed by the LEC.

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- 2.9.6 In the event a Customer pays a bill as submitted by the Company and the billing is later found to be incorrect due to an error either in charging more than the published rate, in measuring the quantity or volume of service provided, or in charging for the incorrect class of service, the Company will refund the overcharged with interest from the date of overpayment by the Customer.
- 2.9.7 In the event the Company incurs fees or expenses, including attorney's fees, in collecting, or attempting to collect, any charges owed the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.
- 2.9.8 Company will not require deposits or advance payments by Customers for services.

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SECTION II - RULES AND REGULATIONS (CONT'D)

2.10 Deferred Payment Agreement

2.10.1 Residential Customers who are indebted to the Company for past due utility service shall have the opportunity to make arrangements with the Company to retire the delinquent amount by periodic payments. All nonresidential Customers who have failed to make payment under such a plan during the past twelve (12) months, or who are indebted to the Company for past due utility service, may have the opportunity, at the discretion of the company, to make such arrangements.

2.10.2 The terms and conditions of a Deferred Payment Agreement will be in writing and will be determined by the Company after consideration of the size of the past due account, the Customer's or Applicant's ability to pay and payment history, reasons for delinquency, and any other relevant factors relating to the circumstance of the Customer's or Applicant's service.

2.10.3 An Applicant for residential service or a residential Customer will be required to pay no more than 1/4 of the amount past due at the time of entering into the Deferred Payment Agreement. An Applicant for business service or a business Customer will be required to pay no more than 1/3 of the amount past due at the time of entering into the Deferred Payment Agreement. The Company will allow the Customer or Applicant a minimum of four months and a maximum of twelve months in which to complete payment pursuant to this Agreement.

2.10.4 A Deferred Payment Agreement will be in writing, with a copy provided to the Applicant or Customer, and will explain that the Customer is required to pay all future bills by the due date and provide the terms of the agreement as to how the delinquent amount is to be retired.

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2.11 Tax and Fee Adjustments

- 2.11.1 All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates.
- 2.11.2 If at any future time a municipality acquires the legal right to impose an occupation tax, license tax, permit fee, franchise fee, or other similar charge upon the Carrier, and imposes the same by ordinance or otherwise, such taxes, fees, or charges shall be billed to the End Users receiving service within the territorial limits of such municipality. Such billing shall allocate the tax, fee, or charge amount to End Users uniformly on the basis of each End User's monthly charges for the types of services made subject to such tax, fee, or charge.
- 2.11.3 If at any future time a county or other local taxing authority acquires the legal right to impose an occupation tax, license tax, permit fee, franchise fee, or other similar charge upon the Carrier, and imposes the same by ordinance or otherwise, such taxes, fees, or charges shall be billed to the End Users receiving service within the territorial limits of such municipality. Such billing shall allocate the tax, fee, or charge amount to End Users uniformly on the basis of each End User's monthly charges for the types of services made subject to such tax, fee, or charge.
- 2.11.4 When utility or telecommunications assessments, franchise fees, or privilege, license, occupational, excise, or other similar taxes or fees, based on interstate or intrastate receipts are imposed by certain taxing jurisdictions upon the Company or upon local exchange companies and passed on to the Company through or with interstate or intrastate access charges, the amounts of such taxes or fees will be billed to Customers in such a taxing jurisdiction on a prorated basis. The amount of charge that is prorated to each Customer's bill is determined by the interstate and intrastate telecommunications service provided to and billed to an End User/Customer service location in such a taxing jurisdiction with the aggregate of such charges equal to the amount of the tax and fee imposed upon or passed on to the Company.

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2.11.5 When any municipality, or other political subdivision, local agency of government, or department of public utilities imposes upon and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, insofar as practical, be billed prorata to the Company's Customers receiving service within the territorial limits of such municipality, other political subdivision, local agency of government, or public utility commission.

2.11.6 The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover the amount it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs. Examples of such programs include, but are not limited to, the Universal Service Fund, the Primary Interexchange Carrier Charge, and compensation to payphone service providers for use of their payphones to access the Company's services.

2.12 Late Payment Charge

2.12.1 The Company will assess a late payment charge equal to the amount prescribed in this Tariff.

2.13 Directory Listings

2.13.1 The Company does not publish a directory of subscriber listings. The Company, however, does arrange for the Customer's main billing number to be placed in the directory or directories of the dominant local exchange carrier, under the conditions imposed by the dominant local exchange carrier.

2.13.2 The Company is not liable for any errors or omissions in directory listings.

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SECTION II - RULES AND REGULATIONS (CONT'D)**2.14 Interconnection**

2.14.1 Services furnished by Carrier may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by Carrier. Service furnished by Carrier is not part of a joint undertaking with such other carriers. Any special interface equipment of Carrier and other participating carriers shall be provided at the Customer's expense.

2.14.2 The Customer is responsible for taking all necessary legal steps for interconnecting its Customer provided terminal equipment or communications systems with Carrier's. The Customer shall secure all licenses, permits, right of ways, and other arrangements necessary for such interconnection.

2.15 Inspection

2.15.1 The Company may, upon notice, make such tests and inspections as may be necessary to determine that the requirements of this Tariff are being complied with in the installation, operation, or maintenance of Customer or the Company equipment. The Company may interrupt the Service at any time without penalty to the Company.

2.16 Interruption of Service

2.16.1 Credit allowances for interruptions of service which are not due to the Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment, or communications Systems provided by the Customer, are subject to the general liability provisions set forth in this Tariff. It shall be the obligation of the Customer to notify Company immediately of any interruption in service for which Customer desires a credit allowance. Before giving such notice, Customer shall ascertain that the trouble is not within his or her control, and/or is not in wiring or equipment, if any, furnished by Customer and connected to Company's terminal. Interruptions caused by Customer-provided or Company-provided automatic dialing equipment are not deemed an interruption of service as defined herein since the Customer has the option of using the long distance network via local exchange company access.

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SECTION II - RULES AND REGULATIONS (CONT'D)**2.17 Credit Allowance**

- 2.17.1 Credit allowance for the interruption of Service is subject to the general liability provision set forth in this Tariff. Customers shall receive no credit allowance for the interruption of service that is due to the Company's testing or adjusting, negligence of the Customer, or to the failure of channels or equipment provided by the Customer. The Customer should notify the Company when the Customer is aware of any interruption in Service for which a credit allowance is desired. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission within Customer's control, and/or is not in wiring or equipment, if any, furnished by the Customer in connection with the Company's Services.
- 2.17.2 No credit is allowed in the event service must be interrupted in order to provide routine service quality or related investigations.
- 2.17.3 Credit for an interruption shall commence after Customer notifies Company of the interruption and shall cease when services have been restored.
- 2.17.4 Credits are applicable only to that portion of Service interrupted.
- 2.17.5 For purposes of credit computation, every month shall be considered to have 720 hours.
- 2.17.6 No credit shall be allowed for an interruption of a continuous duration of less than two hours.
- 2.17.7 The Customer shall be credited for an interruption of two hours or more at a rate of $1/720^{\text{th}}$ of the monthly recurring charge for the service affected for each hour or major fraction thereof that the interruption continues. Calculations of the credit shall be made in accordance with the following formula.

Credit Formula:

$$\text{Credit} = \frac{A}{720} \times B$$

"A" = outage time in hours

"B" = total monthly charge for affected facility

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2.18 Limitations on Credit for Interruption Allowance

2.18.1 Credits do not apply if the violations of a service quality standard:

2.18.1.A occurs as a result of a negligent or willful act on the part of the Customer;

2.18.1.B occurs as a result of a malfunction of the Customer-owned telephone equipment or inside wiring;

2.18.1.C occurs as a result of, or is extended by, an emergency situation. An emergency situation is defined as:

2.18.1.C.1 a declaration made by the applicable state or federal governmental agency that the area served by the Company is either a state or federal disaster area;

2.18.1.C.2 an act of third parties, including acts of terrorism, vandalism, riot, civil unrest, or war, or acts of parties that are not agents, employees or contractors of the Company, or the first seven (7) calendar days of a strike or other work stoppage; or

2.18.1.C.3 a severe storm, tornado, earthquake, flood or fire, including any severe storm, tornado, earthquake, flood fire that prevents the Company for restoring service due to impassable roads, downed power lines, or the closing off of affected areas by public safety officials.

2.18.2 An emergency situation shall not include:

2.18.2.A a single event caused by high temperature conditions alone;

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2.18.2.B a single event caused, or exacerbated in scope and duration, by acts or omissions of the Company, its agents, employees or contractors or by conditions of facilities, equipment, or premises owned or operated by the Company;

2.18.2.C a single event that the Company could have reasonably foreseen and taken precaution to prevent; provide, however, that in no event shall a Company be required to undertake precautions that are technically infeasible or economically prohibitive;

2.18.2.D is extended by the Company's inability to gain access to the Customer's premises due to the Customer missing an appointment, provided that the violation is not further extended by the Company;

2.18.2.E occurs as a result of a Customer request to change the scheduled appointment, provided that the violation is not further extended by the Company;

2.18.2.F occurs as a result of a lack of facilities where a Customer requests service in a geographically remote location, a Customer requests service in a geographic area where the Company is not currently offering service, or there are insufficient facilities to meet the Customer's request for service, subject to a Company's obligation.

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2.19 Cost of Collection and Repair

2.19.1 The Customer is responsible for any and all costs incurred in the collection of monies due the Carrier. The Customer is also responsible for recovery cost of Carrier-provided equipment and any expenses required for repair or replacement of damaged equipment.

2.20 Dishonored Check Charge

2.20.1 Any person submitting a check to the Carrier as payment for services, which is subsequently dishonored by the issuing institution, shall be charged a per check fee as set forth in the rate section of this Tariff.

2.20.2 If the Customer remits to the Carrier on more than one occasion during a 12-month period a check, draft, or other instrument that is dishonored the Carrier may refuse acceptance of further checks and place the Customer on a "cash" basis. Under a "cash" basis the company may require the Customer to pay by money order, certified check, or cash.

2.21 Service Restoral Charge

2.21.1 The Company will charge a service restoral fee as set forth in this Tariff. This fee will be automatically waived for the Customer's first service restoral each calendar year.

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SECTION II - RULES AND REGULATIONS (CONT'D)

2.22 Customer Complaints

2.22.1 Customers may complain to the Company by telephone at 1-877-860-3006, in person, or in writing at:

Customer Service Department
506 South 20th Street
Camp Hill, PA 17011

2.22.2 The Company will resolve any disputes properly brought to its attention in an expeditious and reasonable manner. The Company shall direct its personnel engaged in personal contact with the Applicant, Customer, or End User seeking dispute resolution to inform the Customer of their right to have their problem considered and acted upon by supervisory personnel of the Company where any dispute cannot be resolved. The Company shall further direct such supervisory personnel to inform such Customer who expresses nonacceptance of the decision of such supervisory personnel of their right to have the problem reviewed by the Commission and shall furnish them with the telephone number and address of the Customer Service Division of the Public Utilities Commission of Ohio:

Public Utilities Commission of Ohio
180 East Broad Street
Columbus, OH
43215-3793
800-686-PUCO

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Interexchange Service

SECTION II – RULES AND REGULATIONS (CONT'D)

2.23 Method for Calculation of Airline Mileage

2.23.1 The airline mileage between two cities can be calculated using the Vertical (V) and Horizontal (H) coordinates of the serving wire centers associated with the Company's POP locations. The method for calculating the airline mileage is obtained by reference to AT&T's Tariff F.C.C. No. 10 in accordance with the following formula:

$$\text{The square root of: } \frac{(V1-V2)^2 + (H1-H2)^2}{10}$$

where V1 and H1 correspond to the V&H coordinates of City 1 and V2 and H2 correspond to the V&H coordinates of City 2.

Example:	<u>V</u>	<u>H</u>
City 1	5004	1406
City 2	5987	3424

$$\text{The square root of: } \frac{(5004-5987)^2 + (1406-3424)^2}{10}$$

The result is 709.83 miles. Any fractional miles are rounded to the next higher whole number; therefore, the airline mileage for this example is 710 miles.

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Interexchange Service

SECTION III - DESCRIPTION OF SERVICES

3.1 General Description of Service

- 3.1.1 VoiceNet Telephone, LLC resells facilities-based interexchange (IXC) carrier services including, but not limited to, access, switching, transport, termination and other services for the direct transmission and reception of voice, data, and other types of communications.
- 3.1.2 The Customer's monthly charge for services is based upon the total time the Customer actually uses the service.
- 3.1.3 VoiceNet Telephone, LLC's billable services are offered to Customers on a monthly basis.
- 3.1.4 VoiceNet Telephone, LLC's billable services are offered to Customers twenty-four hours a day, seven days a week.
- 3.1.5 All billable service shall remain in effect for a minimum of thirty days.
- 3.1.6 Customers may use accounting codes to identify the Customers or User Groups on an account. The numerical composition of the codes shall be set by Company to assure compatibility with the Company's accounting and billing systems and to avoid the duplication of codes.

3.2 Service Options

- 3.2.1 Switched Inbound Service: Switched inbound service permits inward calling (via 800/877 toll free codes) to a specific location utilizing premium switched and Feature Group D access on both ends.
- 3.2.2 Switched Outbound Service: Switched outbound services permits outward calling utilizing premium switched Feature Group D and/or 800/877 toll free type access on both ends.

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Interexchange Service

SECTION III - DESCRIPTION OF SERVICES (CONT'D)

- 3.2.3 **Dedicated Inbound Service:** Dedicated inbound service permits inward calling (via 800 codes) to a specific location featuring the use of a dedicated, special access type connection on the terminating end. The Customer shall be responsible for all LEC charges in addition to the Recurring, Non-recurring, and Usage charges set forth hereinafter.
- 3.2.4 **Dedicated Outbound Service:** Dedicated outbound service permits outward calling to stations in diverse service areas. Dedicated outbound service is distinguished from other services by the existence of a dedicated, special access connection on one end. The Customer shall be responsible for all LEC charges in addition to the Recurring, Non-recurring, and Usages charges set forth hereinafter.
- 3.2.5 **Calling Card Service:** The Company's Calling Card Service permits Customers to place long-distance calls utilizing Company issued Calling Cards for billing purposes.
- 3.2.6 **Directory Assistance:** The Company will provide requesting Customers with listed telephone numbers at a per call charge.
- 3.2.7 **Operator Service:** Operator Assisted Services are provided by and billed by the Company's underlying carrier.

3.3 Service Area

- 3.3.1 The service area of Carrier includes all points in Ohio, including all major metropolitan areas.

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Interexchange Service

SECTION III - DESCRIPTION OF SERVICES (CONT'D)

3.4 Minimum Call Completion Rate

- 3.4.1 Customers can expect a call completion rate of 97% during peak use periods for all Feature Group D Equal Access 1+ services. The call completion rate is calculated as the number of calls completed (including calls completed to a busy line or to a line which remains unanswered by the called party) divided by the number of calls attempted.

3.5 Timing of Calls

- 3.5.1 Long distance usage charges are based on the actual usage of the Company network. Chargeable time begins when a connection is established between the Calling Station and the Called Station. Chargeable time ends when either party "hangs up" thereby releasing the network connection.
- 3.5.2 Unless otherwise specified in this Tariff, the minimum call duration for billing purposes is eighteen (18) seconds. In addition, unless otherwise specified in this Tariff, usage is measured thereafter in six (6) second increments and rounded to the next higher six (6) second period.

3.6 Special Promotional Offering

- 3.6.1 The Company may from time to time engage in Special Promotional Offerings or Trial Service Offerings limited to certain dates, times, or locations designed to attract new Subscribers or increase Subscriber usage when approved by the Commission. Company will not have Special Promotional Offerings for more than 90 days in any 12-month period. In all such cases, the rates charged will not exceed those specified in Section 4 hereof.

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Interexchange Service

SECTION III - DESCRIPTION OF SERVICES (CONT'D)

3.7 Emergency Calls

- 3.7.1 Customer shall configure its PBX or other switch vehicle from which a Customer places a call so that 911 emergency calls, where available, and similar emergency calls will be automatically routed to the emergency answering point for the geographical location where the call originated without the intervention of the Company.

3.8 Special Services

- 3.8.1 For the purposes of this Tariff, a Special Service is deemed to be any service requested by the Customer for which there is no prescribed rate in this Tariff. Special Services charges will be developed on an individual case basis and submitted to the Commission for prior approval.
- 3.8.2 Special Service charges will be based on the cost of furnishing such services including the cost of operating and maintaining such services, the cost of equipment, and materials used in providing such a service, the cost of installation including engineering, labor supervision, transportation, and the cost of any specific item associated with the particular Special Service request.

3.9 Start of Billing

- 3.9.1 The start of service date is the first day which service is actually provided to the Customer. The end of service date is the last day or any portion thereof that service is provided to Customer.

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Interexchange Service

SECTION IV - RATES

4.1 Usage Rates

- 4.1.1 The following are the maximum per minute usage charges which apply to all calls. These charges are in addition to the Nonrecurring Charges and Recurring Charges referred to herein.

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Interexchange Service

SECTION IV – RATES (Cont'd)

4.2 Switched Outbound Usage Rates**EZ ONE PLUS PLAN**

Customers subscribing to EZ One Plus Plan incur a \$3.95 monthly billing charge should monthly usage charges fail to exceed \$50.00.

Mileage	Initial 18 Seconds	Additional 6 seconds
ALL	0.02301	0.00767

ENDTOEND DISCOUNT PLAN

Customers subscribing to EndtoEnd Discount Plan incur a \$3.95 monthly billing charge should monthly usage charges fail to exceed \$50.00.

Mileage	Initial 18 Seconds	Additional 6 seconds
ALL	0.03222	0.01074

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Interexchange Service

SECTION IV – RATES (Cont'd)**4.3 Switched Inbound Usage Rates****800 EXECUTIVE PLAN**

Customers subscribing to 800 Executive Plan incur a \$3.95 monthly billing charge should monthly usage charges fail to exceed \$50.00. There is a recurring fee of \$5.00 per 800 number.

Mileage	Initial 18 Seconds	Additional 6 seconds
ALL	0.02655	0.00885

800 MEMBER PLAN

Customers subscribing to 800 Member Plan incur a \$3.95 monthly billing charge should monthly usage charges fail to exceed \$50.00. There is a recurring fee of \$5.00 per 800 number.

Mileage	Initial 18 Seconds	Additional 6 seconds
ALL	0.02832	0.00944

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Interexchange Service

Section IV – Rates (CONT'D)**4.4 Dedicated T-1 Access Outbound****800 PARTNER DEDICATED SERVICE PLAN**

Customers subscribing to 800 Partner Dedicated Service Plan incur a recurring fee of \$50.00 per month. There is a recurring fee of \$5.00 per 800 number.

Mileage	Initial 18 Seconds	Additional 6 seconds
ALL	0.01239	0.00413

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SECTION IV – RATES (Cont'd)**4.5 Dedicated T-1 Access Inbound****ON—NET 800 CORPORATE SERVICE PLAN**

Customers subscribing to On—Net 800 Corporate Service Plan incur a recurring fee of \$50.00 per month. There is a recurring fee of \$5.00 per 800 number.

Mileage	Initial 18 Seconds	Additional 6 seconds
ALL	0.01416	0.00472

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SECTION IV – RATES (Cont'd)**4.6 Package Savings Plans**

- 4.6.1 Below Customers are purchasing bulk minute minimum programs under an outbound switched access service. This allows deeper discount structures and reduced surcharge options by plan.

BASIC BUNDLED MINUTES PLAN

Customers subscribing to the Basic Bundled Minutes Plan incur a \$3.95 per month service charge, in addition to the \$9.95 per month calling plan fee. The Customer shall incur the per minute usage charge set forth below for all minutes purchased in excess of 169 minutes per month. LEC billing offered.

Monthly Service Charge	Monthly Calling Plan Fee	Total Packaged Minutes	Per Minute Usage Charge After 169 Minutes
\$3.95	\$9.95	169	0.059

“MORE MINUTES” GREAT PLAN

Customers subscribing to “More Minutes” Great Plan incur a \$3.95 per month service charge, in addition to the \$12.95 per month calling plan fee. The Customer shall incur the per minute usage charge set forth below for all minutes purchased in excess of 219 minutes per month. LEC billing offered.

Monthly Service Charge	Monthly Calling Plan Fee	Total Packaged Minutes	Per Minute Usage Charge After 219 Minutes
\$3.95	\$12.95	219	0.059

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SECTION IV – RATES (Cont'd)**“MORE MINUTES” BEST PLAN**

Customers subscribing to “More Minutes” Best Plan incur a \$3.95 per month service charge, in addition to the \$13.95 per month calling plan fee. The Customer shall incur the per minute usage charge set forth below for all minutes purchased in excess of 236 minutes per month. LEC billing offered.

Monthly Service Charge	Monthly Calling Plan Fee	Total Packaged Minutes	Per Minute Usage Charge After 236 Minutes
\$3.95	\$13.95	236	0.059

PREMIUM MINUTES PLAN

Customers subscribing to Premium Minutes Plan incur a \$3.95 per month service charge, in addition to the \$14.95 per month calling plan fee. The Customer shall incur the per minute usage charge set forth below for all minutes purchased in excess of 253 minutes per month. LEC billing offered.

Monthly Service Charge	Monthly Calling Plan Fee	Total Packaged Minutes	Per Minute Usage Charge After 253 Minutes
\$3.95	\$14.95	253	0.059

PREMIUM PLUS MINUTES PLAN

Customers subscribing to Premium Minutes Plan incur a \$3.95 per month service charge, in addition to the \$18.95 per month calling plan fee. The Customer shall incur the per minute usage charge set forth below for all minutes purchased in excess of 321 minutes per month. LEC billing offered.

Monthly Service Charge	Monthly Calling Plan Fee	Total Packaged Minutes	Per Minute Usage Charge After 321 Minutes
\$3.95	\$18.95	321	0.059

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Interexchange Service

SECTION IV – RATES (Cont'd)**4.7 Recurring Charges**

- 4.7.1 Customers will incur the following monthly recurring charges when using switched and dedicated access.

	Switched Access	Dedicated Access
Per 800/888 Number	\$5.00	\$5.00
Monthly Recurring Fee	\$3.95	\$50.00

4.8 Nonrecurring Charges

- 4.8.1 Customers will incur the following nonrecurring charges when using switched and dedicated access.

	Switched Access	Dedicated Access
Accounting Codes (non-verified)	\$5.00	\$5.00
Authorization Codes/BTN (verified)	\$100.00	\$100.00
Authorization code change/add/delete	\$10.00	\$10.00
Set Up and Installation Charge	N/C	\$400.00

4.9 Pay Phone Use Service Charge

- 4.9.1 A Pay Phone Use Service Charge applies to each completed interLATA and intraLATA non-sent paid message made over a pay phone owned by a utility or Customer Owned Pay Telephone (COPT) Service. This includes calling card service, collect calls, calls billed to a third number, completed calls to Directory Assistance, and Prepaid Card Service calls. This charge is collected on behalf of the pay phone owner. All Customers will pay the Company a per call service charge of \$0.35.

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Interexchange Service

SECTION IV – RATES (Cont'd)

4.10 Returned Check Charge

4.10.1 \$15.00 per check.

4.11 Late Payment Charge

4.11.1 Customers will be charged 1.5% of any amounts owed to the Company beyond the due date for such payment.

4.12 Service Restoral Fee

4.12.1 \$15.00 per service restoral.

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EFFECTIVE:

ISSUED BY: Cathy Burger-Gray
VoiceNet Telephone, LLC
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VoiceNet Telephone, LLC

Exhibit II

Tax Statement

May 19, 2003

Ohio Department of Taxation
Care of: Public Utilities Section
21st Floor
30 East Broad Street
Columbus, OH 43266-0420

Dear Sir or Madam:

Please be advised that VoiceNet Telephone, LLC has applied for certification with the Public Utilities Commission of Ohio to operate as a telecommunications reseller within the state of Ohio.

All official correspondence should be addressed to:

Ms. Cathy Burger-Gray
Managing Director
506 South 20th Street
Camp Hill, PA 17011
Telephone: 1-877-860-3006
Facsimile: 1-717-975-0991

Please call me at 877-860-3006 if you should have any questions.

Sincerely,

A handwritten signature in black ink that reads "Cathy Burger-Gray". The signature is written in a cursive, flowing style.

Cathy Burger-Gray

Enclosures

CBG/lwi

VoiceNet Telephone, LLC

Exhibit III

Description of Service

VoiceNet Telephone, LLC proposes to offer resold interexchange service throughout the State of Ohio.

VoiceNet Telephone, LLC

Exhibit IV

Technical and Managerial Expertise

Proposed Service Area and Exchanges

The Applicant's technical and managerial expertise is demonstrated by the brief biography attached to this Exhibit. The Applicant proposes to provide service statewide.



Bio

Cathy Burger-Gray
Managing Director
506 South 20th Street
Camp Hill, PA 17011

I have attended Shippensburg University and Bloomsburg University. I have been working in the healthcare industry for over 25 years. Promotions included the honor of initiating a Case Management program at a medical hospital. I was part of the Corporate Compliance team responsible for state, local, and national regulations related to healthcare.

Most recent skills include management and administration services with responsibilities in staff education, human resources, and operational budgets. I serve as a CEO with an online marketing firm. The online marketing company manages high-tech internet as a service bureau.

VoiceNet Telephone, LLC is my new entrepreneurial venture, focusing on long distance services for domestic markets. We have the ability and understanding to organize, manage, and develop the marketing and operational infrastructure processes as a successful business in the telecommunications industry. With the telecommunications industry's down sizing recently, opportunity abounds with many experts in the telecommunications industry seeking new opportunity and development. VoiceNet understands the industry and feels this lends to our growth and ability to be more successful as a new entrant into the telecommunication industry.

506 South 20th Street, Camp Hill, PA 17011
1-877-860-3006

VoiceNet Telephone, LLC

Exhibit V

Corporate Structure and Ownership

The Applicant is a Limited Liability Company organized under the laws of Delaware on November 20, 2003.

100% of the Company is owned by Ms. Cathy Burger-Gray.

VoiceNet Telephone, LLC

Exhibit VI

Ohio Secretary of State Certification



DATE:	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
02/24/2004	200405500260	REGISTRATION OF FOREIGN LIMITED LIABILITY CO (LFA)	125.00	100.00	.00	.00	.00

Receipt

This is not a bill. Please do not remit payment.

CORPORATION GUARANTEE AND TRUST COMPANY
3331 STREET RD, 2 GREENWOOD STE 110
ATTN:TERESA MAGEE
BENSALEM, PA 19020

STATE OF OHIO CERTIFICATE

Ohio Secretary of State, J. Kenneth Blackwell

1443435

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

VOICENET TELEPHONE, LLC

and, that said business records show the filing and recording of:

Document(s)

REGISTRATION OF FOREIGN LIMITED LIABILITY CO

Document No(s):

200405500260



United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of the
Secretary of State at Columbus, Ohio
this 23rd day of February, A.D. 2004

J. Kenneth Blackwell
Ohio Secretary of State

VoiceNet Telephone, LLC

Exhibit VII

Officers and Directors

The following individual is the managing director of VoiceNet Telephone, LLC can be reached at the company's headquarters at 506 South 20th Street, Camp Hill, PA 17011; Telephone: 1-877-860-3006; Facsimile: 1-717-975-0991.

Managing Director

Cathy Burger-Gray

6 4

VoiceNet Telephone, LLC

Exhibit VIII

Sample Bill and Disconnect Notice



[DATE]

[FNAME][LNAME]
[ADDRESS1][ADDRESS2]
[CITY],[STATE] [ZIP]

RE: [ACCOUNTID]

Dear [FNAME][LNAME]:

The purpose of this letter is to further demand money owed regarding your VoiceNet Telephone, LLC account.

As of [DATE], the total amount owed is \$[BALANCE]. Please send payment immediately.

Unless we receive payment in full (money order or credit card only), this account will be turned over to a collection agency for collection. This can result in additional costs of collection that you may be required to pay. Collection proceedings may also hurt your credit rating.

Due to unpaid bills, your service will be disconnected ten (10) days after the date of this notice. Please be advised that your local telephone company can offer you another carrier like AT&T, Verizon, MCI, etc.

You are advised to give this matter your immediate attention.

You may contact us if you have any questions or need more additional information. We can be contacted by phone at (877) 860-3006.

Sincerely,

VoiceNet Telephone, LLC

506 South 20th Street, Camp Hill, PA 17011
1-877-860-3006

USBI

Page 5 of 5
Account Number 330
Billing Date Aug 1, 2003
Questions? 1-888-472-8721

Important Information

Reminder: Nonpayment of long distance/toll charges may result in the suspension of long distance/toll services and referral to a collection agency.

This portion of your bill is provided as a service to the company identified above. Please review all charges carefully - they may include those of a service provider not shown on a previous bill. If you have any questions or concerns call the telephone number shown above.

Taxes

Federal at 3%	95
Sales at 5.75%	183
Total Taxes	278

* Indicates Billing Company and associated charges not reflected on your previous bill.

Total USBI Charges 3578

Current Charges

Miscellaneous Charges and Credits

This section of the bill reflects charges and/or credits applied to your account.

No.	Date	Description	
1	05-20	FEDERAL UNIVERSAL SERVICE FUND	3.14
		Total for BUSINESS DISC PLAN	3.14
2	07-01	NETWORK ACCESS MONTHLY LD FEE	3.79
		Total for	3.78
		Total Miscellaneous Charges and Credits	6.92

Long Distance

No.	Date	Time	Area Called	Number	Code	Min
Domestic Calls						
1	6-05	5:14	LOS ANGELES CA 323	936-5416	N	1
4	6-07	4:54	LOS ANGELES CA 323	936-5416	Y	1
5	6-15	3:07	MOORESVILLE NC 704	744-3590	N	1
6	6-17	10:24	LOS ANGELES CA 323	936-5416	N	1
7	6-18	3:16	LOS ANGELES CA 323	936-5416	N	2
8	6-20	7:50	LOS ANGELES CA 323	936-5416	N	1
9	6-23	2:40	LOS ANGELES CA 323	936-5416	N	1
10	6-23	2:54	LOS ANGELES CA 323	936-5416	N	1
11	6-26	3:55	LOS ANGELES CA 323	936-5416	N	1
12	6-26	3:07	LOS ANGELES CA 323	936-5416	N	43
13	6-25	11:27	LOS ANGELES CA 323	936-5416	N	1
14	6-24	4:50	LOS ANGELES CA 323	936-5416	N	1
15	6-23	12:17	LOS ANGELES CA 323	936-5416	D	1
16	6-20	1:42	LOS ANGELES CA 323	936-5416	D	1
17	6-20	11:27	LOS ANGELES CA 323	936-5416	N	1
18	7-02	4:20	LOS ANGELES CA 323	936-5416	N	1
19	7-02	4:20	LOS ANGELES CA 323	936-5416	N	1
		Total Domestic Calls				75.93
		Total for				75.93

Key for Calling Codes:

D Day N Night/Weekend

Total Long Distance Charges 25.98

AUG 15 2003 10:54

Printed on Recyclable Paper
745 3574 PAGE 02

VoiceNet Telephone, LLC

Exhibit IX

Customer Application Form

