

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

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

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

TRF Docket No. 90-
Case No. - - **TP - ATA**
NOTE: Unless you have reserved a Case No. leave the "Case No." fields BLANK.

Name of Registrant(s) Sunesys, LLC
DBA(s) of Registrant(s) None
Address of Registrant(s) 185 Titus Avenue, Warrington, PA 18976
Company Web Address www.sunesys.com
Regulatory Contact Person(s) Paul T. Bradshaw, Senior Counsel
Regulatory Contact Person's Email Address pbradshaw@sunesys.com
Contact Person for Annual Report Paul T. Bradshaw
Address (if different from above) same
Consumer Contact Information Paul T. Bradshaw
Address (if different from above) same

Phone (267) 927-2029 Fax (267) 927-2099

Phone (267) 927-2029

Phone (267) 927-2029

Part I – Tariffs

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

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

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

Part II – Exhibits

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

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

Part III. – Attestation

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

AFFIDAVIT

Compliance with Commission Rules

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

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

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

Executed on (Date) April 25, 2011 at (Location) 185 Totus Avenue, Warrington, PA 18976


Lawrence P. Coleman, President

*(Signature and Title)

(Date) April 25, 2011

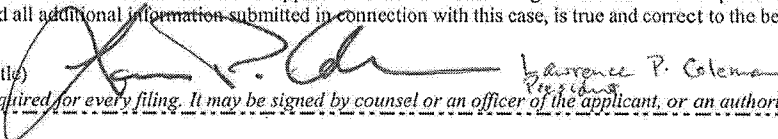
- This affidavit is required for every tariff-affecting filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.

VERIFICATION

I, Lawrence P. Coleman

verify that I have utilized the Telecommunications Application Form for Detariffing and Related Actions provided by the Commission and that all of the information submitted here, and all additional information submitted in connection with this case, is true and correct to the best of my knowledge.

*(Signature and Title)


Lawrence P. Coleman, President

(Date) April 25, 2011

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

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

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

Or

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

Exhibit A

Existing Tariff Pages

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES
GOVERNING THE PROVISION OF DEDICATED SERVICES
FOR CONNECTION TO PUBLIC AND PRIVATE
COMMUNICATIONS FACILITIES WITHIN
THE STATE OF OHIO

This tariff applies to the Dedicated Access Services furnished by Sunesys, 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, 202 Titus Avenue, Warrington, Pennsylvania 18976.

Issued: October 12, 2006

Effective:

Issued By: Lawrence Coleman, President
Sunesys, LLC
202 Titus Avenue
Warrington, Pennsylvania 18976

CHECK SHEET

The pages of this tariff are effective as of the date shown. The original and revised sheets named below contain all changes from the original tariff and are in effect on the date shown.

<u>Sheet</u>	<u>Revision</u> (T)	<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>	
1	Original	27	1 st Revised	53	Original	
2	Original	28	1 st Revised	54	Original	
3	Original	29	1 st Revised	55	Original	
4	Original	30	1 st Revised	56	Original	
5	Original	31	1 st Revised	57	1 st Revised	(T)
(T) 6	Original (T)	32	1 st Revised	58	1 st Revised	
7	1 st Revised	33	Original	59	1 st Revised	
(T) 8	Original	34	Original	60	1 st Revised	
9	Original (T)	35	Original	61	Original	(T)
10	Original	36	1 st Revised	62	Original	
11	Original	37	1 st Revised	63	1 st Revised	(T)
12	Original	38	1 st Revised	64	1 st Revised	
13	Original (T)	39	Original	65	1 st Revised	
(T) 14	Original (T)	40	Original	66	1 st Revised	
15	1 st Revised	41	1 st Revised	67	1 st Revised	
(T) 16	Original	42	Original	68	1 st Revised	
17	Original (T)	43	Original			(T)
18	Original	44	Original			
19	Original	45	Original			
20	Original (T)	46	1 st Revised			
21	Original	47	1 st Revised			
22	Original	48	1 st Revised			
23	Original	49	1 st Revised			
(T) 24	Original	50	1 st Revised			
25	1 st Revised (T)	51	Original			
(T) 26	1 st Revised	52	Original			

Issued: June 25, 2008

Effective: June 25, 2008

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Sunesys, LLC
202 Titus Avenue
Warrington, Pennsylvania 18976

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Sunesys, Inc.
202 Titus Avenue
Warrington, Pennsylvania 18976

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

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

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

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2. DEFINITIONS

Certain terms used generally throughout this Tariff are described below.

Advance Payment

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

Access Services

The Company's interstate telephone services offered pursuant to this Tariff.

Authorized User

A person, firm or corporation that is authorized by the customer or joint user to be connected to the service of the customer or joint user, respectively.

Commission

The Public Utilities Commission of Ohio.

Company

Sunesys, Inc., the issuer of this Tariff, unless the context clearly indicates otherwise.

Customer

The person, firm or corporation that orders service and is responsible for the payment of charges and compliance with the Company's regulations.

Dedicated

A facility or equipment system or subsystem set aside for the sole use of a specific customer.

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2. DEFINITIONS (Cont'd)

End User or User

Any person or entity that obtains the Company's services provided under this Tariff, regardless of whether such person or entity is so authorized by the Customer.

Individual Case Basis

A service arrangement in which the regulation, rates and charges are developed based on the specific circumstances of the case.

Intrastate Access Service

Provides for a two-point communications path between a Customer's premises or a collocated interconnection location and an end user's premises for originating and terminating calls within the state.

LATA

A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the NATIONAL EXCHANGE CARRIER ASSOCIATION, Inc. Tariff F.C.C. No. 4.

Network

Refers to the Company's facilities, equipment, and services provided under this Tariff.

Network Service

Intrastate communications service providing one-way and/or two-way information transmissions originating from points within the State of Ohio.

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2. DEFINITIONS (Cont'd)Service Commencement Date

The first date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this Tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and the Customer may mutually agree on a substitute Service Commencement Date. If the Company does not have an executed Service Order from a Customer, the Service Commencement Date will be the first date on which the service or facility was used by a Customer.

Service Order

The written request for dedicated services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this Tariff, but the duration of the service is calculated from the Service Commencement Date. Should a Customer use the Company's dedicated service without an executed Service Order, the Company will then request the Customer to submit a Service Order.

Shared

A facility or equipment system or subsystem that can be used simultaneously by several Customers.

User

A customer, joint user, or any other person authorized by a customer to use service provided under this Tariff.

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3. APPLICATION OF TARIFF

- 3.1 This Tariff applies to intrastate access service supplied to Customers for origination and termination of traffic to and from Central Office codes directly assigned to the Company.

This Tariff applies only to the extent that services provided hereunder are used by a Customer for the purpose of originating or terminating intrastate communications. A communication is "intrastate" only if all points of origination and termination are located within the State of Ohio.

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

(N)

3.1.1 Dedicated High-Speed Digital Service

(N)

The furnishing of intrastate interLATA and intraLATA Dedicated Telecommunications services in connection with one-way and/or two-way information transmission originating from nonresidential user points within the State of Ohio.

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4. REGULATIONS

4.1 Undertaking of the Company

4.1.1. Scope

The Company undertakes to furnish dedicated services in accordance with the terms and conditions set forth in this Tariff.

4.1.2 Shortage of Facilities

All service is subject to the availability of suitable facilities. The Company reserves the right to limit the length of communications or to discontinue furnishing services when necessary because of the lack of transmission medium capacity or because of any causes beyond its control.

4.1.3 Terms and Conditions

- A) Service is provided on the basis of a minimum period of at least one month, 24-hours per day. For the purpose of computing charges in this Tariff, a month is considered to have 30 days.
- B) Customers may be required to enter into written Service Orders that shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this Tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- C) In any action between the parties to enforce any provision of this Tariff, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.

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4. REGULATIONS (Cont'd)

4.1 Undertaking of the Company (Cont'd)

4.1.3 Terms and Conditions (Cont'd)

- D) This Tariff shall be interpreted and governed by the laws of the State of Ohio regardless of its choice of laws provision.

4.1.4 Limitations on Liability

- A) The liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in this tariff. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. To the extent permitted by state and federal law, the Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.
- B) Except for the extension of allowances to the Customer for interruptions in service as set forth in this Tariff, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.

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4. REGULATIONS (Cont'd)

4.1 Undertaking of the Company (Cont'd)

4.1.4 Limitations on Liability (Cont'd)

- C) The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.
- D) The Company shall not be liable for any claims for loss or damages involving:
 - 1) Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers or warehousemen;
 - 2) The Company shall not be liable for any delay or failure of performance or equipment due to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of any military authority; national emergencies; insurrections; riots; wars; or strikes, lock-outs, work stoppages, or other labor difficulties; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties.

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4. REGULATIONS (Cont'd)4.1 Undertaking of the Company (Cont'd)4.1.4 Limitations on Liability (Cont'd)

D) (Cont'd)

- 3) Any unlawful or unauthorized use of the Company's facilities and services;
- 4) Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services with Customer-provided facilities or services;
- 5) Breach in the privacy or security of communications transmitted over the Company's facilities;
- 6) Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in this Tariff.
- 7) Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;

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4. REGULATIONS (Cont'd)4.1 Undertaking of the Company (Cont'd)4.1.4 Limitations on Liability (Cont'd)

D) (Cont'd)

- 8) Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;
- 9) Any intentional, wrongful act of a Company employee when such act is not within the scope of the employee's responsibilities for the Company and/or is not authorized by the Company;
- 10) Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this Tariff;
- 11) Any noncompletion of calls due to network busy conditions;
- 12) Any calls not actually attempted to be completed during any period that service is unavailable.

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4. REGULATIONS (Cont'd)

4.1 Undertaking of the Company (Cont'd)

4.1.4 Limitations on Liability (Cont'd)

- E) The Company shall be indemnified, defended and held harmless by the Customer or end user from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Company or Customer equipment or facilities or service provided by the Company.
- F) The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the Customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, including attorney fees, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the service.

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4. REGULATIONS (Cont'd)4.1 Undertaking of the Company (Cont'd)4.1.4 Limitations on Liability (Cont'd)

- G) The Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, or for other facilities provided by other entities used for service to the Customer, even if the Company has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or nonpreemptibility as may be provided by the other entities.
- H) Any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within a reasonable time, not to exceed the time periods set forth in Chapter 2305 of the Ohio Revised Code, after the date of the occurrence that gave rise to the claim.
- I) To the extent consistent with OH. REV. CODE § 4905.55, the Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for or with the services the Company offers.
- J) The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed the credit allowances set forth in Section 4.7 of this Tariff. No action or proceeding against the Company shall be commenced against the Company after the time periods set forth in Chapter 2305 of the Ohio Revised Code.
- K) THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

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4. REGULATIONS (Cont'd)4.1 Undertaking of the Company (Cont'd)

(N)

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

(N)

4.1.5 Testing and Adjusting

Upon suitable notice, the Company may make such tests, adjustments, and inspections as may be necessary to maintain the Company's facilities in satisfactory operating condition. No interruption allowance will be credited to the customer for the period during which the Company makes such tests, adjustments, or inspections.

4.1.6 Provision of Equipment and Facilities

- A) Except as otherwise indicated, customer-provided station equipment at the Customer's premises for use in conjunction with this service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.
- B) The Company shall not be responsible for the installation, operation or maintenance of any Customer-provided communications equipment. Where such equipment is connected to service furnished pursuant to this Tariff, the responsibility of the Company shall be limited to the furnishing of services under this Tariff and to the maintenance and operation of such services in the proper manner. Subject to this responsibility, the Company shall not be responsible for:
 - 1) the through transmission of signals generated by Customer-provided equipment or for the quality of, or defects in, such transmission; or
 - 2) the reception of signals by Customer-provided equipment; or

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4. REGULATIONS (Cont'd)4.1 Undertaking of the Company (Cont'd)4.1.6 Provision of Equipment and Facilities (Cont'd)

B) (Cont'd)

- 3) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

4.1.7 Special Construction

Subject to the arrangement of the Company and to all of the regulations contained in this Tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the customer. Special construction shall not refer to a lack of cable pairs. Special construction is that construction undertaken:

- (A) where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- (B) of a type other than that which the Company would normally utilize in the furnishing of its services;
- (C) over a route other than that which the Company would normally utilize in the furnishing of its services;
- (D) in a quantity greater than that which the Company would normally construct;
- (E) on an expedited basis;

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4. REGULATIONS (Cont'd)

4.1 Undertaking of the Company (Cont'd)

4.1.7 Special Construction

(F) on a temporary basis until permanent facilities are available;

(G) involving abnormal costs; or

(H) in advance of its normal construction.

Special construction charges will be determined as described herein.

4.1.8 Ownership of Facilities

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

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4. REGULATIONS (Cont'd)

4.2 Prohibited Uses

- A) The services the Company offers shall not be used for any unlawful purpose or for any use for which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- B) The Company may require applicants for service who intend to use the Company's offering for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offering complies with relevant laws and regulations, policies, orders, and decisions.
- C) The Company may require a Customer to immediately shut down its transmission if such transmission is causing interference to others.
- D) A Customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated Access Services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this Tariff will apply.

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4. REGULATIONS (Cont'd)

4.3 Obligations of the Customer

4.3.1 Customer Premises Provisions

- A) The Customer shall provide the personnel, power and space required to operate all facilities and associated equipment installed on the premises of the Customer.
- B) The Customer shall be responsible for providing Company personnel access to premises of the Customer at any reasonable hour for the purpose of testing the facilities or equipment of the Company.

4.3.2 Liability of the Customer

- A) The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invitees, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- B) To the extent caused by any negligent or intentional act of the Customer as described in (A), preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, (2) the death of or injury to persons, including, but not limited to, employees or invitees of either party, and (3) any liability incurred by the Company to any third party pursuant to this or any other Tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.

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4. REGULATIONS (Cont'd)

4.3 Obligations of the Customer (Cont'd)

4.3.2 Liability of the Customer (Cont'd)

- C) The Customer shall not assert any claim against any other customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this Tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other customer or user and not by any act or omission of the Company. Nothing in this Tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

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4. REGULATIONS (Cont'd)4.4 Customer Equipment and Channels4.4.1 Interconnection of Facilities

- A) In order to protect the Company's facilities and personnel and the services furnished to other Customers by the Company from potentially harmful effects, the signals applied to the Company's service shall be such as not to cause damage to the facilities of the Company. Any special interface equipment necessary to achieve the compatibility between facilities of the Company and the channels or facilities of others shall be provided at the Customer's expense.

4.4.2 Inspections

- A) The Company may, upon notification to the Customer, at a reasonable time, make such tests and inspections as may be necessary to determine that the requirements regarding the equipment and interconnections are being complied with in respect to the installation, operation and maintenance of Customer-provided equipment and in the wiring of the connection of Customer channels to Company-owned facilities.

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4. REGULATIONS (Cont'd)4.4 Customer Equipment and Channels (Cont'd)4.4.2 Inspections (Cont'd)

- B) If the protective requirements in connections with Customer provided equipment are not being complied with, the Company may take such action as necessary to protect its facilities and personnel and will promptly notify the Customer by registered mail in writing of the need for protective action. In the event that the Customer fails to advise the Company within 10 days after such notice is received or within the time specified in the notice that corrective action has been taken, the Company may take whatever additional action is deemed necessary, including canceling service, to protect its facilities and personnel from harm. The Company will upon request 24 hours in advance provide Customer with a statement of technical parameters that the Customer's equipment must meet.

4.4.3 Station Equipment

- A) Customer-provided terminal equipment on the premises of the Customer or other authorized user, the operating personnel there, and the electric power consumed by such equipment shall be provided by and maintained at the expense of the Customer, authorized user, or joint user.

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4. REGULATIONS (Cont'd)4.4 Customer Equipment and Channels (Cont'd)4.4.3 Station Equipment (Cont'd)

- B) The Customer or other authorized user is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the customer's expense.

4.4.4 Interconnection Provisions

Facilities furnished under this Tariff may be connected to Customer-provided terminal equipment in accordance with the provisions of this Tariff.

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4. REGULATIONS (Cont'd)

4.5 Customer Deposits and Advance Payments

Company shall comply with all applicable rules of the Commission, including OAC 4901:1-17-03 through OAC 4901:1-17-08, and OAC 4901:1-5-13, OAC 4901:1-5-14, and OAC 4901:1-5-17 in connection with the implementation of Section 4.5 of this Tariff.

4.5.1 Advance Payments

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.

4.5.2 Deposits

- A) Customer deposits shall be collected in accordance with OAC 4901:1-5-13 and OAC 4901:1-17-05.
- B) To the extent applicable and subject to special provisions as may be set forth below and in Sections 4.6 and 4.7 of this Tariff, any applicant or customer whose financial responsibility is not established to the satisfaction of the Company may be required to deposit a sum up to an amount equal to the total of the estimated charges for intraLATA toll service for two months plus thirty percent (30%) of the monthly charges for regulated intraLATA toll facilities and services, as applicable. If the minimum period of service for the requested facilities and service is more than one month, as specified in this Tariff, the customer may also be required to deposit a sum up to an amount equal to the total charges for service for the minimum service period, not to exceed an amount equal to two months estimated charges plus thirty percent (30%) of the monthly charges for such service, less any connection charge paid by the customer. The fact that a deposit has been made shall in no way relieve the applicant or customer from complying with the Tariff regulations for the prompt payment of bills on presentation. Each applicant from whom a deposit is collected will be given a certificate of deposit and circular containing the terms and conditions applicable to deposits, in accordance with the Rules and Regulations of the Commission pertaining to customer deposits.

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4. REGULATIONS (Cont'd)

4.6 Payment Arrangements

4.6.1 Payment for Service

(D)

4.6.2 Billing and Collection of Charges

(D)

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4. REGULATIONS (Cont'd)

4.6 Payment Arrangements (Cont'd)

4.6.2 Billing and Collection of Charges (Cont'd)

A) (Cont'd)

B)

C)

D)

(D)

(D)

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4. REGULATIONS (Cont'd)4.6 Payment Arrangements (Cont'd)4.6.2 Billing and Collection of Charges (Cont'd)

- E) If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the date due, multiplied by a late factor. The late factor shall be:

1.5 percent per month.

- F) The Customer will be assessed a charge of twenty-five dollars (\$25.00) for each check submitted by the Customer to the Company which a financial institution refuses to honor.

G)

(D)

(D)

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4. REGULATIONS (Cont'd)4.6 Payment Arrangements (Cont'd)4.6.3 Billing DisputesA) General

(D)

B) Late Payment Charge

(D)

- 1) The undisputed portions of the bill must be paid by the payment due date to avoid assessment of a late payment charge on the undisputed amount as provided in this Tariff.
- 2) In the event that a billing dispute is resolved by the Company in favor of the Customer, any disputed amount withheld pending resolution of the billing dispute shall not be subject to the late payment charge.

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4. REGULATIONS (Cont'd)

4.6 Payment Arrangements (Cont'd)

4.6.3 Billing Disputes (Cont'd)

C) Adjustments or Refunds to the Customer

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4. REGULATIONS (Cont'd)

4.6 Payment Arrangements (Cont'd)

4.6.3 Billing Disputes (Cont'd)

D) Unresolved Billing Disputes

(D)

1)

2)

(D)

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4. REGULATIONS (Cont'd)

4.6 Payment Arrangements (Cont'd)

4.6.4 Suspension or Termination for Nonpayment

(D)

4.6.5 Exceptions to Suspension and Termination

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4. REGULATIONS (Cont'd)4.6 Payment Arrangements (Cont'd)4.6.5 Exceptions to Suspension and Termination (Cont'd)

(D)

4.6.6 Termination For Cause Other Than Nonpayment

(D)

A. General

The Company, after notice in writing to the customer and after having given the customer an appropriate opportunity to respond to such notice, may terminate service and sever the connection(s) from the customer's premises under the following conditions:

1. in the event of prohibited, unlawful or improper use of the facilities or service, or any other violation by the customer of the rules and regulations governing the facilities and service furnished, or
2. if, in the judgment of the Company, any use of the facilities or service by the customer may adversely affect the Company's personnel, plant, property or service, or

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4. REGULATIONS (Cont'd)4.6 Payment Arrangements (Cont'd)4.6.6 Termination For Cause Other Than Nonpayment (Cont'd)A. General (Cont'd)

3. in the event of unauthorized use, where the customer fails to take reasonable steps to prevent the unauthorized use of the facilities or service received from the Company, or
4. in the event that service is connected for a customer who is indebted to the Company for service or facilities previously furnished, that service may be terminated by the Company unless the customer satisfies the indebtedness by the close of business on the termination date listed on the termination notice. IntraLATA toll service will only be terminated for indebtedness associated with previously furnished intraLATA toll service or facilities.

B. Prohibited, Unlawful or Improper Use of the Facilities or Service

Prohibited, unlawful or improper use of the facilities or service includes, but is not limited to:

1. The use of facilities or service of the Company without payment of tariff charges;
2. Calling or permitting others to call another person or persons so frequently or at such times of the day or in such manner as to harass, frighten, abuse or torment such other person or persons;
3. The use of profane or obscene language;

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4. REGULATIONS (Cont'd)4.6 Payment Arrangements (Cont'd)4.6.6 Termination For Cause Other Than Nonpayment (Cont'd)B. Prohibited, Unlawful or Improper Use of the Facilities or Service
(Cont'd)

4. The use of the service in such a manner such that it interferes with the service of other customers or prevents them from making or receiving calls;
5. The use of a mechanical dialing device or recorded announcement equipment to seize a customer's line, thereby interfering with the customer's use of the service;
6. Permitting fraudulent use.

C. Abandonment or Unauthorized Use of Facilities

1. If it is determined that facilities have been abandoned, or are being used by unauthorized persons, or that the customer has failed to take reasonable steps to prevent unauthorized use, the Company may terminate telephone service.
2. In the event that telephone service is terminated for abandonment of facilities or unauthorized use and service is subsequently restored to the same customer at the same location:
 - a. No charge shall apply for the period during which service had been terminated, and
 - b. Reconnection charges will apply when service is restored. However, no charge shall be made for reconnection if the service was terminated due to an error on the part of the Company.

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4. REGULATIONS (Cont'd)

4.6 Payment Arrangements (Cont'd)

4.6.6 Termination For Cause Other Than Nonpayment (Cont'd)

D. Change in the Company's Ability to Secure Access

Any change in the Company's ability (a) to secure and retain suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment or (b) to secure and retain suitable space for its plant and facilities in the building where service is provided to the customer may require termination of a customer's service until such time as new arrangements can be made. No charges will be assessed the customer while service is terminated, and no connection charges will apply when the service is restored.

4.6.7 Emergency Termination of Service

The Company will immediately terminate the service of any customer, on request, when the customer has reasonable belief that the service is being used by an unauthorized person or persons. The Company may require that the request be submitted in writing as a follow-up to a request made by telephone.

4.6.8 Deferred Payment Agreements

Service will not be suspended or terminated unless the customer has been advised that a deferred payment plan can be arranged. An existing residential customer with three or more months service and for whom service has not been terminated for nonpayment is eligible for Deferred Payment Arrangements (DPA). The final notice of suspension/termination provided to the customer in accordance with Section 4.6.4 of this Tariff will advise the customer that deferred payment arrangements may be available to avoid suspension/termination and will include, in bold print, a notice that assistance in reaching such an agreement may be obtained from the Commission. The DPA notice will be mailed no less than 6 days before termination of total service.

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4. REGULATIONS (Cont'd)

4.6 Payment Arrangements (Cont'd)

4.6.9 Customer Overpayment

(D)

4.6.10 Cancellation of Application for Service

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(D)

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4. REGULATIONS (Cont'd)

4.7 Allowances for Interruptions in Service

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4. REGULATIONS (Cont'd)4.7 Allowances for Interruptions in Service (Cont'd)4.7.1 General (Cont'd)

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(D)

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4. REGULATIONS (Cont'd)

4.7 Allowances for Interruptions in Service (Cont'd)

4.7.2 Limitations on Credit Allowances

No credit allowance will be made for:

- 1) interruptions due to the negligence of, or willful act on the part of the Customer;
- 2) interruptions due to the failure or malfunction of Customer-owned equipment, including service connected to customer provided electric power;
- 3) interruptions of service during any period in which the Company is not given full and free access to the Customer's premises due to the Customer missing a repair appointment;
- 4) interruptions of service due to acts of God; military action, war, insurrection, riots or strikes.

4.7.3 Use of Another Means of Communications

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

4. REGULATIONS (Cont'd)4.7 Allowances for Interruptions in Service (Cont'd)4.7.4 Cancellation For Service Interruption

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

4.7.5 Cancellation of Service/Termination Liability

If a Contract Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption, Contract Customer agrees to pay to Company termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in this Tariff.

4.7.6 Termination Liability

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

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

4. REGULATIONS (Cont'd)4.7.6 Termination Liability, cont'd.

(N)

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.

4.8 Customer Liability for Unauthorized Use of the Network

(N)

4.8.1 Unauthorized Use of the Network

- A) Unauthorized use of the Network occurs when: (1) a person or entity that does not have actual, apparent, or implied authority to use the Network, obtains the Company's services provided under this Tariff; or (2) a person or entity that otherwise has actual, apparent, or implied authority to use the Network, makes fraudulent use of the Network to obtain the Company's services provided under this Tariff, or uses specific services that are not authorized.

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4. REGULATIONS (Cont'd)4.8 Customer Liability for Unauthorized Use of the Network (Cont'd)4.8.1 Unauthorized Use of the Network (Cont'd)

B) The following activities constitute fraudulent use:

- 1) Using the Network to transmit a message, locate a person, or otherwise give or obtain information, without payment for the service;
- 2) Using or attempting to use the Network with the intent to avoid payment, either in whole or part, of any of the Company's tariffed charges by either rearranging, tampering with, or making connections not authorized by this Tariff to any service components used to furnish the Company's services or using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices;
- 3) Using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices to defraud or mislead callers.

C) Customers are advised that use of telecommunications equipment and services, including that provided under this Tariff, carries a risk of various forms of telecommunications fraud (including, but not limited to, toll and PBX fraud perpetrated by Users who gain access to a Customer's facilities, account numbers, security or authorization codes, etc.). Customers should take all necessary steps to restrict access to their facilities, including the equipment and services provided hereunder, and to detect and prevent unauthorized use of the equipment and services provided by the Company under this Tariff.

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4. REGULATIONS (Cont'd)4.8 Customer Liability for Unauthorized Use of the Network (Cont'd)4.8.2 Liability for Unauthorized Use

- A) Except as provided for elsewhere in this Tariff, the Customer is responsible for payment of all charges for services provided under this Tariff furnished to the Customer or User. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by Users or other third parties, the Customer's employees, or the public.
- B) The Customer is liable for all costs incurred as a result of unauthorized use of the Network, including service charges and any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive charges.
- C) The Customer is responsible for payment of any charges related to the suspension and/or termination of service, and any charges for reconnection of service, incurred as a result of unauthorized use of the Network.

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5. SERVICE DESCRIPTIONS AND TECHNICAL STANDARDS

5.1 General

The various types of Company service offerings are described below. Company services are billed at predetermined monthly rates. Recurring charges are billed in advance of the month in which service is performed. In addition, the optional features and any extraordinary installation costs other than recurring and non-recurring charges may apply as described herein. Customers requesting these services may subscribe to services on a month-to-month basis, or for term discount plans of 1 to 5 years. Customers subscribing to a term discount plan may receive a discount on charges for these arrangements. Agreements for services in excess of 5 years will be negotiated on an ICB. All arrangements will be filed with the Commission prior to service.

5.2 Service Configurations

There are two types of service configurations over which Company's services are provided: point-to-point service and multipoint service.

A) Point-To-Point Service

Point-To-Point Service connects two Customer-designated premises, either on a directly connected basis, or through a hub where multiplexing functions are performed.

B) Multipoint Service

Multipoint Services connect three or more Customer designated premises through a Company hub. There is no limitation on the number of locations connected via multipoint service. However, when more than three points are provided in tandem, the quality of service may be degraded. Multipoint service may be provided where technically possible. If Company determines that the requested characteristics for a multipoint service are not compatible, the Customer will be advised and given the opportunity to change the order within 60 days.

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5. SERVICE DESCRIPTIONS AND TECHNICAL STANDARDS (Cont'd)

5.3 Service Descriptions and Technical Specifications

The following service descriptions and technical specifications will apply to Company's services. When references to Bellcore Technical Publications on file with the Commission are made for performance criteria, the criteria will be considered objectives for Company's performance. In no case should the reference to these Bellcore standards be construed as creating any warranties on the part of Company. Technical publications are available for review by the Customer upon request.

5.3.1 Voice Grade Service (DS-0)

A Voice Grade Facility is a channel which provides voice frequency transmission capability in the normal frequency range of 300 to 3000 HZ and may be terminated as analog two-wire or four-wire, or where facilities permit, as a four-wire in a digital format when used in conjunction with another Voice Grade Facility termination at the other end. Voice Grade Facilities are provided between Customer designated locations or between a Customer designated location and a Company's hub.

Transmission specifications are defined in Bellcore Technical Reference TR-TSY-000335, issue 2 and PUB 41004, Table 4, and those publications referenced therein for Voice Grade frequency (300-3000hertz Voice Grade Transmission).

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5. SERVICE DESCRIPTIONS AND TECHNICAL STANDARDS (Cont'd)

5.3 Service Descriptions and Technical Specifications (Cont'd)

5.3.2 Digital Data Service (DDS)

(D)

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5.3.3 DS-1 Service

(D)

(D)

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(D)

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5. SERVICE DESCRIPTIONS AND TECHNICAL STANDARDS (Cont'd)

5.3 Service Descriptions and Technical Specifications (Cont'd)

5.3.4 DS-3 Service

(D)

(D)

5.3.5 DS-3 (X3), (X9), or (X12), (X24) Services

(D)

(D)

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5. SERVICE DESCRIPTIONS AND TECHNICAL STANDARDS (Cont'd)

5.3 Service Descriptions and Technical Specifications (Cont'd)

5.3.6 Fractional DS-1 Service (NOC)

(D)

5.3.7 Dark Fiber Services

(D)

(D)

(D)

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5. SERVICE DESCRIPTIONS AND TECHNICAL STANDARDS (Cont'd)5.3 Service Descriptions and Technical Specifications (Cont'd)5.3.8 Dim Fiber Services(D)
|5.3.9 Multiplexing Services(D)
|M13 Multiplexing (ICB)(D)
|(D)
|(D)
|(D)
|DS-1 to DS-0 Multiplexing(D)
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(D)

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5. SERVICE DESCRIPTIONS AND TECHNICAL STANDARDS (Cont'd)5.3 Service Descriptions and Technical Specifications (Cont'd)5.3.10 Customer Provided Equipment

(D)

5.4 Rate Categories

(D)

There are six rate categories that may apply to Company's Services.

5.4.1 Channel Terminations

The Channel Termination Rate Category provides for the communications path between a Customer designated premises, and another Customer designated premises. Included as part of the Channel Termination is a standard channel interface arrangement which defines the technical characteristics associated with the type of facilities to which the Company's service is to be connected, and the type of signaling capability (if any). One channel Termination charge applies per Customer designated premises at which the service is terminated.

5.4.2 Channel Mileage

The Channel Mileage Rate Category provides for the transmission facilities between two or more Customer designated premises. The Channel Mileage Rate Category is not applied to services that are less than one V&H computed mile (as described in Section 6 of this Tariff), unless specified. Channel Mileage Rates are comprised of a Fixed Mileage Rate, applied to the first mile, and a Per Mile Rate Element, applied for each mile.

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5. SERVICE DESCRIPTIONS AND TECHNICAL STANDARDS (Cont'd)

5.4 Rate Categories (Cont'd)

5.4.3 Optional Features and Functions

The Optional Features and Functions Rate Category provides for optional services which may be added to a Company's service to improve its quality or characteristics to meet specific communications requirements. These services are not necessarily identifiable with specific equipment, but rather represent the end result in terms of performance characteristics which may be obtained. These characteristics may be derived using various combinations of equipment.

5.4.4 Extraordinary Charges

From time to time, customers may request special services not addressed specifically by rate elements in this Tariff, or services to locations that may cause Company to incur extraordinary expenses not contemplated in the provision of standard service offerings. These costs include, but are not limited to:

- Additional construction costs
- Building space rental or rights-of-way costs
- Additional equipment
- Special facilities routing

In these cases, the Customer will be billed additional charges computed on an ICB. Special services not addressed in this Tariff shall be approved by the Commission prior to the provision of such service.

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5. SERVICE DESCRIPTIONS AND TECHNICAL STANDARDS (Cont'd)5.4 Rate Categories (Cont'd)5.4.5 Volume Discounts

Discounts for specified dollar volumes of traffic to a specific location or aggregate dollar volumes may apply, as specified in this Tariff, to customers that subscribe to substantial volumes of Company's services.

5.4.6 Term Discounts

Customers will be eligible for discounts for executing agreements for services for 1 to 7 years, as specified in this Tariff.

5.5 Application of Rate Elements

The rate elements described in Section 5.4 of this Tariff will be applied as follows:

a) Point-To-Point Services

- Channel Terminations (2 applicable)
- Channel Mileage (when applicable)
- Optional Features and Functions (when applicable)
- Extraordinary Charges (when applicable)
- Volume Discounts (when applicable)
- Term Discounts (when applicable)

b) Multipoint Services

- Channel Terminations (one per designated Customer location)
- Channel Mileage (when applicable)
- Optional Features and Functions (when applicable)
- Extraordinary Charges (when applicable)
- Volume Discounts (when applicable)
- Term Discounts (when applicable)

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5. SERVICE DESCRIPTIONS AND TECHNICAL STANDARDS (Cont'd)5.6 Regulations and Computations of Mileage

- 5.6.1 Multiple Time Periods Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.
- 5.6.2 Time Zone All times refer to local time.
- 5.6.3 Inter-City Services All inter-city services are rated according to the mileage between the Company's Point of Presence in each city.
- 5.6.4 Determination of Airline Mileage Airline mileage, used in connection with determining rates for inter-city portions of services and facilities, is obtained by using the "V" and "H" coordinates assigned to each point as set forth in (e) below. This procedure is referenced in the AT&T Tariff FCC No. 10. To determine the airline distance between any two locations, proceed as follows:
- (i) Utilize the "V" and "H" coordinates for each Customer designated location.
 - (ii) Obtain the difference between the "V" coordinates of each of the locations. Obtain the difference between the "H" coordinates.
 - (iii) Square each difference obtained in step (ii) above.
 - (iv) Add the square of the "V" difference and the "H" difference obtained in step (iii) above.
 - (v) Divide the sum of the square by 10. Round to the next higher whole number if any fraction is obtained.

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5. SERVICE DESCRIPTIONS AND TECHNICAL STANDARDS (Cont'd)5.7 Contract Rates - Special Pricing Arrangements-ICB

5.7.1 Special Pricing Arrangements In lieu of the rates otherwise set forth in this Tariff, rates and charges, including minimum usage, installation, special construction and recurring charges for Company's services may be established at negotiated rates on an ICB, taking into account the nature of the facilities and services, the costs of construction and operation, the volume of traffic, the length of service commitment by the Customer, and use of facilities by other customers. Such arrangements shall be considered Special Pricing Arrangements, the terms of which will be set forth in individual Customer contracts. However, unless otherwise specified, the terms, conditions, obligation and regulation set forth in this Tariff shall be incorporated into, and become a part of, said contract, and shall be binding on Company and Customer. Specialized rates or charges will be made available to similarly situated customers on a non-discriminatory basis. All special Pricing Arrangements, including ICB, shall be filed with the Commission.

5.7.2 Other Rates of Charges In addition to any rate or charge established by the Company, the Customer will also be responsible for any recurring or non-recurring charges imposed by local exchange telephone companies incurred by or on behalf of the Customer in establishing and maintaining service. Such charges may be billed by the Company or directly by the local exchange company, at the Company's option.

5.8 Back Billing

Company shall be entitled to revise bills previously rendered to adjust for previously rendered unbilled service, or adjust upward a bill previously rendered, assuming that the Customer was aware of the unbilled services during the period the services were unbilled, for a period of six years after the service was rendered.

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5. SERVICE DESCRIPTIONS AND TECHNICAL STANDARDS (Cont'd)5.9 Taxes5.9.1 Sales, Use and Excise Taxes

In addition to all recurring, non-recurring, usage or special charges, Customer shall also be responsible for and shall pay all applicable federal, state and local sales, use and excise taxes.

5.10 **[Reserved]**5.11 Temporary Promotional Programs

The Company may establish temporary promotional programs, wherein it may waive or reduce recurring or non-recurring charges, to introduce a present or potential Customer to a service not previously received by the Customer. The terms of promotional programs will be filled with the Commission subject to the requirements of applicable law, except if the promotion is to reduce rates.

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6. Rates6.1 Voice Grade Services:

	<u>Recurring Charges</u>	<u>Non-Recurring</u>	
	Rate	<u>First</u>	<u>Add'l.</u>
		Rate	Rate
2 Wire Voice Grade			
Per Point of Termination	\$50.00	\$350.00	\$350.00
End Channel Mileage	\$50.00	\$50.00	\$50.00
(Add'l. 1 M)			
Fixed Mileage	\$77.00	\$50.00	\$50.00
Per Mile Charge	\$1.70	\$50.00	\$50.00
4 Wire Voice Grade			
Per Point of Termination	\$63.00	\$350.00	\$350.00
End Channel Mileage	\$50.00	\$50.00	\$50.00
(Add'l. 1 M)			
Fixed Mileage	\$77.00	\$50.00	\$50.00
Per Mile Charge	\$0.58	\$50.00	\$50.00

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6. Rates (Cont'd)

6.2 Digital Data Service (DDS):

(D)

(D)

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6. Rates (Cont'd)

6.2 Digital Data Service (DDS): (Cont'd)

(D)

6.3 DS-1 Services:

(D)

(D)

(D)

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6. Rates (Cont'd)

6.4 DS-3 Services:

(D)

(D)

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6. Rates (Cont'd)

6.4 DS-3 Services: Ameritech and Bell Atlantic Service Areas (Cont'd)

(D)

6.5 Multiplexing Services: Ameritech and Bell Atlantic Service Areas

(D)

(D)

(D)

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7. ADDITIONAL CHARGES

7.1 Rates

7.1.1 General Regulations

- A) Except as specifically indicated, the rates set forth in this section are for private line services where the originating and terminating points are on Company's existing network. In all other situations, special construction charges may apply in order to connect locations to Company's network.
- B) Services may be provided using one, or a combination of rate elements as outlined in this Tariff.
- C) Unless otherwise indicated, rates apply uniformly in all areas served by Company.

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7. ADDITIONAL CHARGES (Cont'd)7.1 Rates (Cont'd)7.1.2 Charges for Changes to Pending Orders, Service Rearrangements and Expedite Charges

From time to time, customers may request changes to pending orders, rearrangements to existing service, and order completion to standard intervals. In these cases, the Customer will be required to reimburse Company for the increased expenses incurred on an ICB.

7.1.3 Point-To-Point and Multipoint ServicesA) Voice Grade (VF) Services1) Service Areas

	<u>Recurring Charges - Term</u>					<u>Non-Recurring</u>	
	<u>Monthly</u>	<u>2 Yr.</u>	<u>3 Yr.</u>	<u>5 Yr.</u>	<u>7 Yr.</u>	<u>First</u>	<u>Add'l.</u>
2 Wire Voice Grade							
Per Point of Termination	\$26.35	\$26.35	\$26.35	\$26.35	\$26.35	N/A	N/A
End Channel Mileage (Add'l. 1 M)	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Fixed Mileage	\$51.85	\$51.85	\$51.85	\$51.85	\$51.85	N/A	N/A
Per Mile Charge	\$1.06	\$1.06	\$1.06	\$1.06	\$1.06	N/A	N/A
4 Wire Voice Grade							
Per Point of Termination	\$42.16	\$42.16	\$42.16	\$42.16	\$42.16	N/A	N/A
End Channel Mileage (Add'l. 1 M)	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Fixed Mileage	\$51.85	\$51.85	\$51.85	\$51.85	\$51.85	N/A	N/A
Per Mile Charge	\$1.06	\$1.06	\$1.06	\$1.06	\$1.06	N/A	N/A

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7. ADDITIONAL CHARGES (Cont'd)

7.1 Rates (Cont'd)

7.1.3 Point-To-Point and Multipoint Services (Cont'd)

B) Digital Data Service (DDS)

(D)

(D)

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7. ADDITIONAL CHARGES (Cont'd)

7.1 Rates (Cont'd)

7.1.3 Point-To-Point and Multipoint Services (Cont'd)

C) DS-1 Services

(D)

(D)

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7. ADDITIONAL CHARGES (Cont'd)

7.1 Rates (Cont'd)

7.1.3 Point-To-Point and Multipoint Services (Cont'd)

D) DS-3 Services

(D)

(D)

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7. ADDITIONAL CHARGES (Cont'd)

7.1 Rates (Cont'd)

7.1.3 Point-To-Point and Multipoint Services (Cont'd)

E) Dark Fiber Services

1) - Recurring Charges (Per Fiber Strand Per Mile)

(D)

- Non-recurring Charges (Per Point of Termination)

(D)

(D)

(D)

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7. ADDITIONAL CHARGES (Cont'd)

7.1 Rates (Cont'd)

7.1.3 Point-To-Point and Multipoint Services (Cont'd)

F) Dim Fiber Services

1) - Recurring Charges (Per Point of Termination)

(D)

- Recurring Charges - Per Mile

(D)

(D)

- Non-recurring Charges (Per Point of Termination)

(D)

(D)

(D)

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7. ADDITIONAL CHARGES (Cont'd)

7.1 Rates (Cont'd)

7.1.4 Multiplexing Services

(D)

7.1.5 Miscellaneous Charges

(D)

A return check charge of \$25.00 will be assessed for checks returned for insufficient funds.

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Exhibit B

Proposed Revised Tariff Pages

The Public Utilities Commission of Ohio
TELECOMMUNICATIONS RETAIL SERVICE OFFERING FORM
For Non-BLES Carriers

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

Company Name Sunesys, LLC

Company Address 185 Titus Avenue, Warrington, PA 18976

Company Web Address www.sunesys.com

Regulatory Contact Person Paul T. Bradshaw, Senior Counsel Phone (267) 927-2029
Fax (267) 927-2099

Regulatory Contact Person's Email Address pbradshaw@sunesys.com

Contact Person for Annual Report Paul T. Bradshaw, Senior Counsel Phone (267) 927-2029
Fax (267) 927-2099

Consumer Contact Information Paul T. Bradshaw, Senior Counsel Phone (267) 927-2029
Fax (267) 927-2099

TRF Docket No. -TP-TRF

I. Company Type (Check all applicable):

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

II. Services offered (Check all applicable):

- ☐ Toll services (intrastate)
- ☐ Local Exchange Service (i.e., residential or business bundles)
- ☒ Other (explain) Point-to-Point Managed Ethernet Services

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

- ☐ Toll Presubscription
- ☐ Intrastate Special and Switched Access Services to Carriers (facilities-based local carriers only)*
- ☐ N-1-1 Service
- ☐ Pole Attachment and Conduit Occupancy
- ☐ Pay Telephone Access Lines
- ☐ Inmate Operator Service
- ☐ Telephone Relay Service

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

Part IV. – Attestation

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

I am an officer/agent of the carrier/telephone company, Sunecos, LLC, and am authorized to make statements on it behalf.
(Name)

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

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


(Signature and Title) Lawrence P. Coleman, President

April 25, 2011
(Date)

Exhibit C

Narrative Summarizing Changes

Sunesys, LLC (“Sunesys”) is withdrawing its P.U.C.O Tariff No. 1 in its entirety, in compliance with Case No. 10-1010-TP-ORD. Sunesys does not offer Basic Local Exchange Service (“BLES”), but rather offers Point-to-Point Managed Ethernet Services. Sunesys intends to comply with Ohio Admin. Code 4901:1-6-05(G)(3) by maintaining its detariffed services on its website: www.sunesys.com.

Exhibit D

Customer Notice

Sunesys, LLC is not providing any services that will be detariffed to any of its five (5) customers in Ohio at this time. Therefore, the Customer Notice requirement as provided in Case No. 10-1010-TP-ORD is inapplicable.

Exhibit E

Affidavit of Customer Notice

Sunesys, LLC is not providing any services that will be detariffed to any of its five (5) customers in Ohio at this time. Therefore, the Customer Notice requirement as provided in Case No. 10-1010-TP-ORD is inapplicable, and no affidavit of service is needed.