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FILE

08-143-TP-ACE

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CCG Consulting, LLC

February 12, 2008

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

RE: Application for a Certificate of Local Authority

The accompanying application material, issued by Super-Net, Inc. is sent to you for filing and is in compliance with the requirements of Public Utilities Commission of Ohio Orders.

An original and seven (7) copies of the application and exhibit material are enclosed including the required notarized Affidavit.

Questions concerning this filing may be directed to the undersigned on 301-842-1437 or *tfireccg@myactv.net.*

Respectfully submitted,

Terri K. Firestein

Terri K. Firestein
Consultant on behalf of
Super-Net, 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 _____ Date Processed 2-15-08

10806 Garrison Hollow Road, Clear Spring, MD 21722

The Public Utilities Commission of Ohio

TELECOMMUNICATIONS APPLICATION FORM for ROUTINE PROCEEDINGS

(Effective: 10/26/2007)

(Pursuant to Case No. 06-1345-TP-ORD)

In the Matter of the Application of Super-Net, Inc.)
to Become a Facilities-Based CLEC)
)
)

TRF Docket No. 90-____
Case No 08 - 143 -TP - ACE
NOTE: Unless you have reserved a Case # or are filing a Contract, leave the "Case No" fields BLANK.

Name of Registrant(s) Super-Net, Inc.
DBA(s) of Registrant(s) ____
Address of Registrant(s) 814 Cable Court N.W., Massillon, Ohio 44648
Company Web Address ____
Regulatory Contact Person(s) Terri K. Firestein Phone 301-842-1437 Fax 301-842-1439
Regulatory Contact Person's Email Address tfireccg@myactv.net
Contact Person for Annual Report Dave Hoffer Phone 330-830-2800
Address (if different from above) ____
Consumer Contact Information Dave Hoffer Phone 330-830-2800
Address (if different from above) ____
Motion for protective order included with filing? ☐ Yes X No
Motion for waiver(s) filed affecting this case? ☐ Yes X No [Note: Waivers may toll any automatic timeframe.]

Section I – Pursuant to Chapter 4901:11-6 OAC – Part I – Please indicate the Carrier Type and the reason for submitting this form by checking the boxes below. ***CMRS providers: Please see the bottom of Section II.***

NOTES: (1) For requirements for various applications, see the identified section of Ohio Administrative Code Section 4901 and/or the supplemental application form noted.

(2) Information regarding the number of copies required by the Commission may be obtained from the Commission's web site at www.puco.ohio.gov under the docketing information system section, by calling the docketing division at 614-466-4095, or by visiting the docketing division at the offices of the Commission.

Carrier Type ☐ Other (explain below)	☐ ILEC	X CLEC	☐ CTS	☐ AOS/IOS
Tier 1 Regulatory Treatment				
Change Rates within approved Range	☐ TRF *1-6-04(B)* (0 day Notice)	☐ TRF *1-6-04(B)* (0 day Notice)		
New Service, expanded local calling area, correction of textual error	☐ ZTA *1-6-04(B)* (0 day Notice)	☐ ZTA *1-6-04(B)* (0 day Notice)		
Change Terms and Conditions, Introduce non-recurring service charges	☐ ATA *1-6-04(B)* (Auto 30 days)	☐ ATA *1-6-04(B)* (Auto 30 days)		
Introduce or Increase Late Payment or Returned Check Charge	☐ ATA *1-6-04(B)* (Auto 30 days)	☐ ATA *1-6-04(B)* (Auto 30 days)		
Business Contract	☐ CTR *1-6-17* (0 day Notice)	☐ CTR *1-6-17* (0 day Notice)		
Withdrawal	☐ ATW *1-6-12(A)* (Non-Auto)	☐ ATW *1-6-12(A)* (Auto 30 days)		
Raise the Ceiling of a Rate	Not Applicable	☐ SLF *1-6-04(B)* (Auto 30 days)		
Tier 2 Regulatory Treatment				
Residential - Introduce non-recurring service charges	☐ TRF *1-6-05(E)* (0 day Notice)	☐ TRF *1-6-05(E)* (0 day Notice)		
Residential - Introduce New Tariffed Tier 2 Service(s)	☐ TRF *1-6-05(C)* (0 day Notice)	☐ TRF *1-6-05(C)* (0 day Notice)	☐ TRF *1-6-05(C)* (0 day Notice)	
Residential - Change Rates, Terms and Conditions, Promotions, or Withdrawal	☐ TRF *1-6-05(E)* (0 day Notice)	☐ TRF *1-6-05(E)* (0 day Notice)	☐ TRF *1-6-05(E)* (0 day Notice)	
Residential - Tier 2 Service Contracts	☐ CTR *1-6-17* (0 day Notice)	☐ CTR *1-6-17* (0 day Notice)	☐ CTR *1-6-17* (0 day Notice)	
Commercial (Business) Contracts	Not Filed	Not Filed	Not Filed	
Business Services *(see "Other" below)*	Detariffed	Detariffed	Detariffed	
Residential & Business Toll Services *(see "Other" below)*	Detariffed	Detariffed	Detariffed	

Section I – Part II – Certificate Status and Procedural

Certificate Status	ILEC	CLEC	CTS	AOS/IOS
Certification **(See Supplemental ACE form)**		X ACE *1-6-10* (Auto 30 days)	☐ ACE *1-6-10* (Auto 30 days)	☐ ACE *1-6-10* (Auto 30 days)
Add Exchanges to Certificate	☐ ATA *1-6-09(C)* (Auto 30 days)	☐ AAC *1-6-10(F)* (0 day Notice)	CTSs must attach a current Quest Exchange Listing form	
Abandon all Services - With Customers	☐ ABN *1-6-11(A)* (Non-Auto)	☐ ABN *1-6-11(A)* (Auto 90 day)	☐ ABN *1-6-11(B)* (Auto 14 day)	☐ ABN *1-6-11(B)* (Auto 14 day)
Abandon all Services - Without Customers		☐ ABN *1-6-11(A)* (Auto 30 days)	☐ ABN *1-6-11(B)* (Auto 14 day)	☐ ABN *1-6-11(B)* (Auto 14 day)
Change of Official Name *(See below)*	☐ ACN *1-6-14(B)* (Auto 30 days)	☐ ACN *1-6-14(B)* (Auto 30 days)	☐ CIO *1-6-14(A)* (0 day Notice)	☐ CIO *1-6-14(A)* (0 day Notice)
Change in Ownership *(See below)*	☐ ACO *1-6-14(B)* (Auto 30 days)	☐ ACO *1-6-14(B)* (Auto 30 days)	☐ CIO *1-6-14(A)* (0 day Notice)	☐ CIO *1-6-14(A)* (0 day Notice) (
Merger *(See below)*	☐ AMT *1-6-14(B)* (Auto 30 days)	☐ AMT *1-6-14(B)* (Auto 30 days)	☐ CIO *1-6-14(A)* (0 day Notice)	☐ CIO *1-6-14(A)* (0 day Notice)
Transfer a Certificate *(See below)*	☐ ATC *1-6-14(B)* (Auto 30 days)	☐ ATC *1-6-14(B)* (Auto 30 days)	☐ CIO *1-6-14(A)* (0 day Notice)	☐ CIO *1-6-14(A)* (0 day Notice)
Transaction for transfer or lease of property, plant or business *(See below)*	☐ ATR *1-6-14(B)* (Auto 30 days)	☐ ATR *1-6-14(B)* (Auto 30 days)	☐ CIO *1-6-14(A)* (0 day Notice)	☐ CIO *1-6-14(A)* (0 day Notice)
Procedural				
Designation of Process Agent(s)	☐ TRF (0 day Notice)	☐ TRF (0 day Notice)	☐ TRF (0 day Notice)	☐ TRF (0 day Notice)

Section II – Carrier to Carrier (Pursuant to 95-845-TP-COI), CMRS and Other

Carrier to Carrier	ILEC	CLEC		
Interconnection agreement, or amendment to an approved agreement	☐ NAG (Auto 90 day)	☐ NAG (Auto 90 day)		
Request for Arbitration	☐ ARB (Non-Auto)	☐ ARB (Non-Auto)		
Introduce or change c-t-c service tariffs,		☐ ATA (Auto 30 day)		
Introduce or change access service pursuant to 07-464-TP-COI	☐ ATA (Auto 30 day)			
Request rural carrier exemption, rural carrier supension or modifiction	☐ UNC (Non-Auto)	☐ UNC (Non-Auto)		
Pole attachment changes in terms and conditions and price changes.	☐ UNC (Non-Auto)	☐ UNC (Non-Auto)		
CMRS Providers See 4901:1-6-15	☐ RCC [Registration & Change in Operations] (0 day)		☐ NAG [Interconnection Agreement or Amendment] (Auto 90 days)	
Other* *(explain)* _____				

**NOTE: *During the interim period between the effective date of the rules and an Applicant's Detariffing Filing, changes to existing business Tier 2 and all toll services, including the addition of new business Tier 2 and all new toll services, will be processed as 0-day TRF filings, and briefly described in the "Other" section above.*

All Section I and II applications that result in a change to one or more tariff pages require, at a minimum, the following exhibits. Other exhibits may be required under the applicable rule(s). ACN, ACO, AMT, ATC, ATR and CIO applications see the 4901:1-6-14 Filing Requirements on the Commission's Web Page for a complete list of exhibits.

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

Section III. – **Attestation**

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

AFFIDAVIT

Compliance with Commission Rules and Service Standards

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

I attest that these tariffs comply with all applicable rules, including the Minimum Telephone Service Standards (MTSS) Pursuant to Chapter 4901:1-5 OAC for the state of Ohio. I understand that tariff notification filings do not imply Commission approval and that the Commission's rules, including the Minimum Telephone Service Standards, 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) 2-11-08 at (Location) Clear Spring, MD 21722

*(Signature and Title) Terri K. Firestein (Date) 2-11-08

Terri K. Firestein, Sr. Director/Consultant

- *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, Terri K. Firestein

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

*(Signature and Title) Terri K. Firestein Terri K. Firestein, Sr. Director/Consultant (Date) _____

**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

The Public Utilities Commission of Ohio

TELECOMMUNICATIONS SUPPLEMENTAL APPLICATION FORM for CARRIER CERTIFICATION

(Effective: 09/19/2007)

(Pursuant to Case Nos. 06-1344-TP-ORD and 06-1345-TP-ORD)

NOTE: This SUPPLEMENTAL form must be used WITH the TELECOMMUNICATIONS APPLICATION FORM for ROUTINE PROCEEDINGS.

In the Matter of the Application of Super-Net, Inc.)
to Become a Facilities-Based CLEC)
)
)

Case No. 08 - 143 -TP - ACE

Name of Registrant(s) Super-Net, Inc.
DBA(s) of Registrant(s) _____
Address of Registrant(s) 814 Cable Court N.W., Massillon, Ohio 44648

Motion for protective order included with filing? ☐ Yes X No
Motion for waiver(s) filed affecting this case? ☐ Yes X No [Note: waiver(s) tolls any automatic timeframe]

List of Required Exhibits

Tariffs: (Include all that apply)

☐ Interexchange Tariff[1]

X Local Tariff[1]

X Carrier to Carrier Access Tariff

NOTE: All Facilities-based carriers must file an Access Tariff

Description of Services

☐ Service provisioned via Resale

X Service provisioned via Facilities

☐ Both Resale and Facilities-based

X Description of Proposed Services

☐ Statement about the provision of CTS services

X Description of the proposed market area

X Explanation of how the proposed services in the proposed market area are in the public interest.

X Description of the class of customers (e.g., residence, business) that the applicant intends to serve

Business Requirements

Evidence of Registration with: X Ohio Department of Taxation

X Ohio Secretary of State[2] & Certificate of Good Standing

Documentation attesting to the applicant's financial viability, including the following:

X 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.

X 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

X Documentation to support the applicant's cash and funding sources.

Documentation attesting to the applicant's managerial ability and corporate structure, including the following:

X Documentation attesting to the applicant's technical and managerial expertise relative to the proposed service offering(s) and proposed service area

X List of names, addresses, and phone numbers of officers and directors, or partners.

X Documentation indicating the applicant's corporate structure and ownership

X Information regarding any similar operations in other states.

If this company has been previously certified in the State of Ohio, include that certification number _____

---

[1] Detariffed services are regulated but not required to be filed in a tariff. For purposes of Certification, all detariffed services offered must be provided as an exhibit.

[2] Certification from Ohio Secretary of State (domestic or foreign corporation, authorized use of fictitious name, etc.), and Certificate of Good Standing is required.

X Verification that the applicant will maintain local telephony records separate and apart from any other accounting records in accordance with the GAAP.

Documentation attesting to the applicant's managerial ability and corporate structure (cont'd):

X Verification of compliance with any affiliate transaction requirements

Documentation attesting to the applicant's proposed interactions with other Carriers

X Explanation as to whether rates are derived through (check all applicable):

X interconnection agreement X retail tariffs ☐ resale tariffs

X Explanation as to which service areas company currently has an approved interconnection or resale agreement.

X A notarized affidavit accompanied by bona fide 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.

Documentation attesting to the applicant's proposed interactions with Customers

X Explanation of whether applicant intends to provide Local Services which require payment in advance of Customer receiving dial tone.

X Tariff sheet(s) listing the services and associated charges that must be paid prior to customer receiving dial tone (if applicable)

X A sample copy of the customer bill and disconnection notice the applicant plans to utilize.

X Provide a copy of any customer application form required in order to establish residential service, if applicable.

X For CLECs, List of Ohio ILEC Exchanges the applicant intends to serve
(Use spreadsheet from: http://www.puc.state.oh.us/puco/forms/form.cfm?doc_id=357)

X If Mirroring the entire ILEC exchanges for both serving area and local calling areas, tariffs may incorporate by reference. If not mirroring the entire ILEC serving and/or local calling areas, the CLEC shall specifically define their service and local calling areas in the tariff.

Affidavit

I am an authorized representative of the applicant corporation Super-Net, Inc.
(Name)
and I am authorized to make this statement on its behalf. I attest that I have utilized the Telecommunications Supplemental Application Form for Carrier Certification 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.

Executed on 2-11-08 at Clear Spring, MD 21722

Terri K. Firestein

Terri K. Firestein, Sr. Director/Consultant

(Signature and Title) (Date)

EXHIBIT A
BUSINESS DOCUMENTATION
EVIDENCE OF REGISTRATION

I. Ohio Department of Taxation
II. Ohio Secretary of State
III. Certificate of Good Standing

06183-0073

The State of Ohio

Bob Taft

Secretary of State

CP 412

Certificate

It is hereby certified that the Secretary of State of Ohio has custody of the Records of Incorporation and Miscellaneous Filings; that said records show the filing and recording of: ARF

of:

SUPER-NET, INC.

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

Recorded on Roll 6109 at Frame 0074 of the Records of Incorporation and Miscellaneous Filings.

Witness my hand and the seal of the Secretary of State at Columbus, Ohio, this 9TH day of DEC, A.D. 19 97.

Bob Taft
Bob Taft
Secretary of State

301- 842-1139

Ohio Department of TAXATION

REGISTRATION CONFIRMATION

Taxpayer Services/
Compliance Support Division
P. O. Box 182215
Columbus, OH 43218-2215
Phone: 1-888-405-4089
Fax: 1-614-466-8892
TTY/TDD: 1-800-750-0750
tax.ohio.gov

February 14, 2005

3125086050207

SUPER NET INC
PO BOX 1000
MASSILLON, OH 44648-1000

RE: Account Type: SERVICE VENDOR'S SALES TAX
Account Number: 89573396
Effective Date: 2/1/2005
Filing Frequency: MONTHLY

TIN: 20

Dear Taxpayer:

Please verify that the information listed below is complete and accurate. If there are corrections and/or additions, please note them on this form and return it by mail or fax. You may also contact us by telephone or by email through our web site at tax.ohio.gov.

Legal Name:	SUPER NET INC
Federal Employer Identification Number:	20-2059051
Social Security Number:	
Ohio Charter Number:	

You can file and pay your sales tax return(s) electronically through the Ohio Business Gateway at www.ohiobusinessgateway.ohio.gov. Payment may be made, for either application, directly from your bank account (electronic check) or by credit card. **IF YOU CHOOSE TO ELECTRONICALLY FILE, NO PAPER RETURN IS REQUIRED.**

If you choose not to file electronically, you must file the returns that are enclosed in the booklet you will receive within the next 4 to 6 weeks.

The Treasurer of State must receive all returns and payments on or before the 23rd of the month following the end of the reporting period. Failure to file and pay taxes due in a timely manner may result in the loss of discount and the imposition of interest, penalties and/or additional charges. You must file a return even if you made no taxable sales for the filing period.

If you have questions concerning your tax responsibilities or how to file your return(s) please contact us.

NOTE: Every new business is required to file a Personal Property Tax return, form 920 NT, within 90 days of engaging in business. Contact your County Auditor or the Ohio Department of Taxation at 1-888-644-6778 for details. In addition, you may be responsible for other Ohio taxes.

RGAT0188

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

I, Jennifer Brunner, do hereby certify that I am the duly elected, qualified and present acting Secretary of State for the State of Ohio, and as such have custody of the records of Ohio and Foreign business entities; that said records show SUPER-NET, INC., an Ohio corporation, Charter No. CP412, having its principal location in Massillon, County of Stark, was incorporated on December 09, 1997 and is currently in GOOD STANDING upon the records of this office.

Witness my hand and the seal of the Secretary of State at Columbus, Ohio this 9th day of October, A.D. 2007

Ohio Secretary of State

Validation Number: V20072820D34BF

DOCUMENTATION ATTESTING TO APPLICAN'T FINANCIAL VIABILITY
I. EXECUTIVE SUMMARY
II. DOCUMENTATION SUPPORTING CASH AND FUNDING SOURCES
III. COPY OF FINANCIAL STATEMENTS

I. Applicant is a wholly owned subsidiary of Massillon Cable TV, Inc.
Massillon Cable TV, Inc. and its subsidiaries are currently engaged in the cable television business, the broadband internet business, and the voice over internet protocol (VoIP) business. The consolidated financial statements represent current lines of business in Massillon, Ohio, Wooster, Ohio and surrounding vicinities. The consolidated financial statements have been prepared on the accrual basis of accounting and include the accounts of Massillon Cable TV, Inc. and its wholly owned subsidiaries, Clear Picture, Inc., Massillon Cable Communications and Super-Net, Inc.

II. For purposes of reporting the consolidated statements of cash flows, Massillon Cable TV, Inc. includes all cash accounts, which are not subject to withdrawal restrictions or penalties, and all highly liquid debt instruments purchased with a maturity of three months or less as cash and cash equivalents. Applicant's cash and funding source will be its parent company, Massillon Cable TV, Inc. The enclosed financial statements demonstrate that the level of cash and funding is sufficient for the CLEC services proposed.

III. See Exhibit B

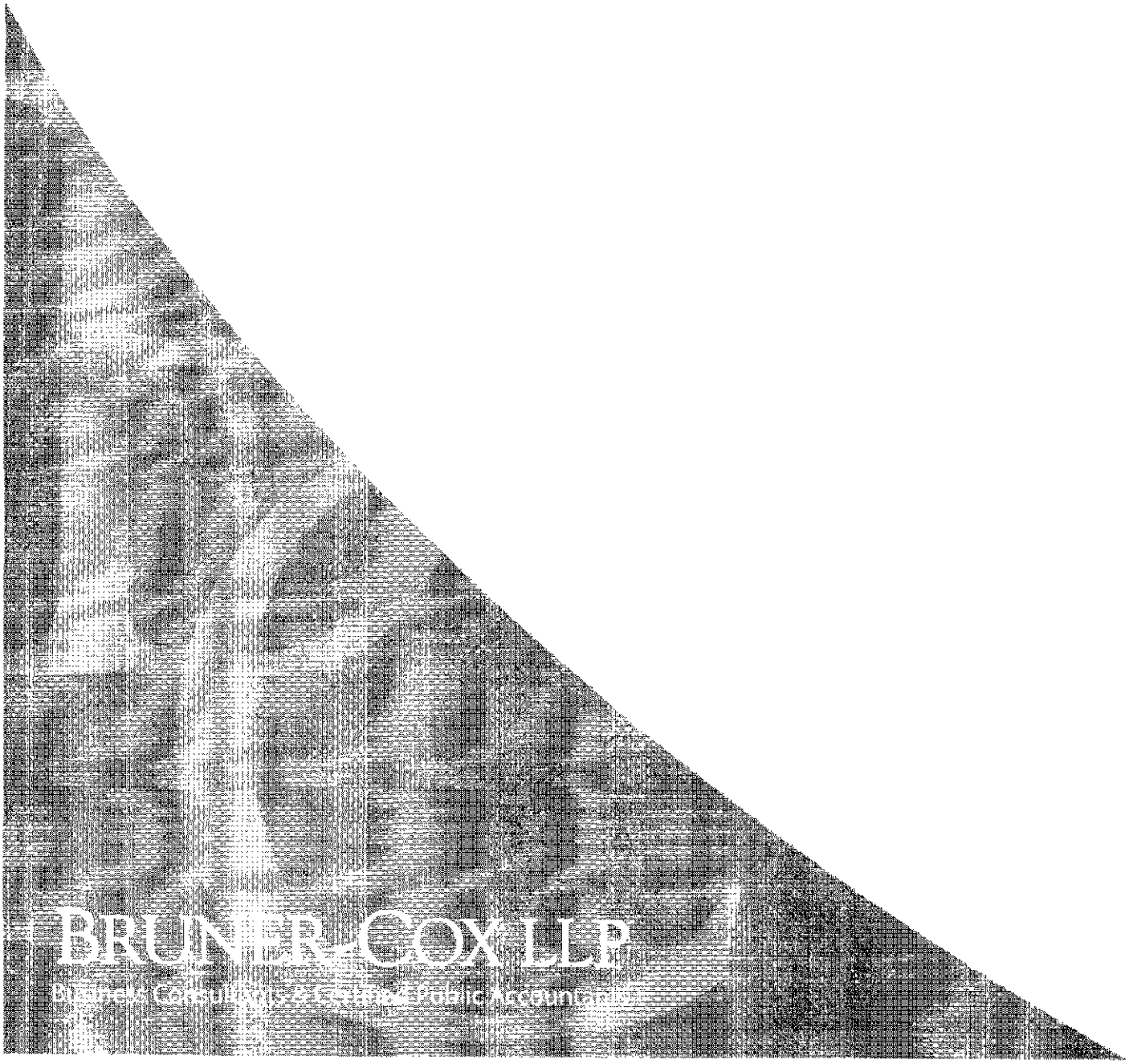
EXHIBIT B

III. FINANCIAL STATEMENTS

Compiled Consolidated Financial Statements and Other Data

Massillon Cable TV, Inc. and Subsidiaries

December 31, 2006 and 2005



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BRUNER-COX LLP
Business Consultants & Certified Public Accountants

National & International Resources through RSM McGladrey, Inc.
An independently owned member of the RSM McGladrey Network

4505 Stephen Circle NW • Suite 200
Post Office Box 35429
Canton, OH 44735-5429
330.497.2000
www.brunercox.com

INDEPENDENT ACCOUNTANTS' COMPILATION REPORT

To the Stockholders
Massillon Cable TV, Inc. and Subsidiaries
Massillon, Ohio

We have compiled the accompanying consolidated balance sheets of Massillon Cable TV, Inc. and Subsidiaries as of December 31, 2006 and 2005, and the related consolidated statements of income, stockholders' equity, cash flows, and other data for the years then ended, in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants.

A compilation is limited to presenting information that is the representation of management in the form of financial statements. We have not audited or reviewed the accompanying consolidated financial statements and other data and, accordingly, do not express an opinion or any other form of assurance on them.

Bruner-Cox, LLP

March 9, 2007

CONSOLIDATED BALANCE SHEETS

MASSILLON CABLE TV, INC. AND SUBSIDIARIES

December 31, 2006 and 2005

ASSETS	2006	2005
Current assets		
Cash and cash equivalents	**$ 1,545,375**	$ 2,841,983
Prepaid expenses	**97,150**	64,944
Investments in available-for-sale securities	**26,509,283**	21,254,824
Inventory	**1,091**	1,091
Total current assets	**28,152,899**	24,162,842
Property and equipment, net	**12,664,038**	9,515,558
Other assets		
Deposits	**4,542**	4,542
Intangibles	**427,879**	433,897
Franchise fee	**55,000**	55,000
Deferred compensation fund	**389,637**	321,454
	877,058	814,893
	$ 41,693,995	$ 34,493,293

The accompanying notes are an integral part of the consolidated financial statements.
See independent Accountants' compilation report.

LIABILITIES AND STOCKHOLDERS' EQUITY	2006	2005
Current liabilities		
Accounts payable	$ 1,567,780	$ 1,754,791
Deferred subscriber revenue	788,914	919,289
Accrued and other liabilities	2,241,201	1,943,080
Total current liabilities	4,597,895	4,617,160
Accrued deferred compensation	389,637	321,454
Stockholders' equity		
Common stock, $100 par value; 2,750 shares authorized; 1,899 shares issued and outstanding	189,900	189,900
Retained earnings	31,840,450	26,573,099
Other comprehensive income	4,676,113	2,791,680
	36,706,463	29,554,679
	$ 41,693,995	$ 34,493,293

CONSOLIDATED STATEMENTS OF INCOME

MASSILLON CABLE TV, INC. AND SUBSIDIARIES

For the years ended December 31, 2006 and 2005

	2006	2005
REVENUE	**$ 40,188,918**	$ 35,834,179
OPERATING EXPENSES	**18,725,651**	15,544,477
Gross profit	**21,463,267**	20,289,702
GENERAL AND ADMINISTRATIVE EXPENSES	**11,313,564**	11,253,393
Operating income	**10,149,703**	9,036,309
OTHER INCOME		
Dividend income	**349,597**	286,996
Interest income	**312,165**	229,881
Gain on sale of investments	**713,017**	318,620
Loss on abandonment of assets	**-**	(17,751)
Miscellaneous	**9,037**	4,910
	1,383,816	822,656
Income before income taxes	**11,533,519**	9,858,965
INCOME TAXES		
Federal	**33,018**	91,000
State and local	**117,812**	120,223
	150,830	211,223
Net income	**$ 11,382,689**	$ 9,647,742

The accompanying notes are an integral part of the consolidated financial statements.
See independent Accountants' compilation report.

CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY

MASSILLON CABLE TV, INC. AND SUBSIDIARIES

For the years ended December 31, 2006 and 2005

	Comprehensive income	Accumulated other comprehensive income
BALANCE, DECEMBER 31, 2004		$ 2,557,164
Comprehensive income		
Net income	$ 9,647,742	
Other comprehensive income		
Unrealized gain on available-for-sale securities, net of reclassification for gains recognized in net income	234,516	234,516
Comprehensive income	$ 9,882,258	
Stockholder distributions		
Balance, December 31, 2005		2,791,680
Comprehensive income		
Net income	$ 11,382,689	
Other comprehensive income		
Unrealized gain on available-for-sale securities, net of reclassification for gains recognized in net income	1,884,433	1,884,433
Comprehensive income	$ 13,267,122	
Stockholder distributions		
Balance, December 31, 2006		$ 4,676,113

The accompanying notes are an integral part of the consolidated financial statements.
See independent Accountants' compilation report.

Common stock	Retained earnings
$ 189,900	$ 22,555,892
-	9,647,742
-	(5,630,535)
189,900	26,573,099
-	11,382,689
-	(6,115,338)
$ 189,900	$ 31,840,450

CONSOLIDATED STATEMENTS OF CASH FLOWS

MASSILLON CABLE TV, INC. AND SUBSIDIARIES

For the years ended December 31, 2006 and 2005

	2006	2005
CASH FLOWS FROM OPERATING ACTIVITIES		
Net income	$ 11,382,689	$ 9,647,742
Noncash items included in net income		
Depreciation and amortization	3,676,299	2,980,378
Realized gain on sale of investment securities	(713,017)	(318,620)
Loss on abandonment of assets	-	17,751
Changes in assets and liabilities		
Prepaid expenses and other assets	(32,206)	64,736
Accounts payable	(187,011)	81,723
Deferred subscriber revenue	(130,375)	17,555
Accrued and other liabilities	298,121	382,928
Cash provided by operating activities	14,294,500	12,874,193
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchases of property and equipment and intangibles	(6,818,761)	(4,878,803)
Investment in marketable securities		
Sales	6,426,118	3,157,013
Purchases	(9,083,127)	(3,392,857)
Cash used in investing activities	(9,475,770)	(5,114,647)
CASH FLOWS FROM FINANCING ACTIVITIES		
Stockholder distributions	(6,115,338)	(5,630,535)
Cash used in financing activities	(6,115,338)	(5,630,535)
Increase (decrease) in cash and cash equivalents	(1,296,608)	2,129,011
CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR	2,841,983	712,972
CASH AND CASH EQUIVALENTS, END OF YEAR	$ 1,545,375	$ 2,841,983
SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION		
Cash payments for income taxes	$ 213,710	$ 91,597
SUPPLEMENTAL SCHEDULES OF NONCASH INVESTING ACTIVITIES		
Net change in unrealized holding gains on available-for-sale securities	$ 1,884,433	$ 234,516

The accompanying notes are an integral part of the consolidated financial statements.
See independent Accountants' compilation report.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

MASSILLON CABLE TV, INC. AND SUBSIDIARIES

Note 1. Nature of Business and Significant Accounting Policies

Nature of Business

Massillon Cable TV, Inc. and Subsidiaries (Company) are engaged in the cable television business, the broadband internet business, and the voice over internet protocol (VoIP) business in Massillon, Ohio, Wooster, Ohio and surrounding vicinities. The Company grants credit to its customers and has a comprehensive credit management program that includes ongoing credit evaluations of its customers, generally does not require collateral and monitors potential credit losses. Credit losses have been within management's expectations.

The accompanying consolidated financial statements reflect the application of certain accounting policies described in this note.

Method of Accounting

The consolidated financial statements have been prepared on the accrual basis of accounting.

Principles of Consolidation

The consolidated financial statements include the accounts of the Company and its wholly-owned subsidiaries, Clear Picture, Inc., Massillon Cable Communications, and Super-Net, Inc. All significant intercompany accounts and transactions are eliminated upon consolidation.

Cash and Cash Equivalents

For purposes of reporting the consolidated statements of cash flows, the Company includes all cash accounts, which are not subject to withdrawal restrictions or penalties, and all highly liquid debt instruments purchased with a maturity of three months or less as cash and cash equivalents on the accompanying consolidated balance sheets.

Concentration of Credit Risk

The Company maintains its cash in bank deposit accounts which, at times, may exceed federally insured limits. The Company has not experienced any losses in such accounts. Management believes it is not exposed to any significant credit risk on cash.

Use of Estimates

The preparation of consolidated financial statements requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Note 1. Nature of Business and Significant Accounting Policies (Continued)

Investment in Marketable Equity Securities

The Company has investments in marketable equity securities traded or listed on national exchanges.

Management determines the appropriate classification of securities at the date individual investment securities are acquired and evaluates the appropriateness of such classification at each balance sheet date. Since the Company does not buy investment securities in anticipation of short-term fluctuations in market prices, the investment in marketable equity securities has been classified as available-for-sale. Available-for-sale securities are stated at fair value, and unrealized holding gains and losses are reported as a separate component of comprehensive income.

Dividends on marketable equity securities are recognized in income when paid. Realized gains and losses, including losses from declines in value of specific securities determined by management to be other-than-temporary, are included in income. Realized gains and losses are determined on the basis of the specific identification of the cost of the securities sold.

Intangible Assets

The Company has intangible assets which include goodwill, non-competition agreements, and organization costs and customer lists.

The Company has adopted FAS Statement 142, Goodwill and Other Intangible Assets. With the adoption of this Statement, the Company will consider goodwill to have an indefinite life and no periodic amortization charge will be taken. The asset will be subject to an annual review to determine if the asset has been impaired, the amount of the impairment, if any, and the corresponding charge that would be required to adjust the asset to fair market value. Any such charge will be included in operations when identified. No impairment of the asset exists as of December 31, 2006.

Intangible assets other than goodwill are reported at cost less accumulated amortization. For financial statement purposes, amortization is computed using the straight-line method over the asset's estimated life. Amortization of other intangible assets totaled $6,018 in 2006 and $5,516 in 2005. For Federal income tax purposes, intangibles are amortized in accordance with statutory requirements.

Property and Equipment

Property and equipment are stated at cost less accumulated depreciation and amortization. Major additions and betterments are capitalized while maintenance and repairs which do not improve or extend the lives of the respective assets are expensed currently. When property or equipment is retired or otherwise disposed of, the cost of the asset is removed and any gain or loss is charged to current income. Depreciation is computed on accelerated methods over statutory periods for tax purposes which approximate the estimated useful lives of the assets. Amortization of computer software programs is computed on the straight-line method over 36 months. The difference between statutory methods and accounting principles generally accepted in the United States of America is immaterial to the financial statements as a whole. Depreciation and amortization expense of $3,670,281 in 2006 and $2,974,862 in 2005, respectively, was charged to operations.

Note 1. Nature of Business and Significant Accounting Policies (Continued)

Advertising Costs

The Company follows the policy of charging the costs of advertising to expense as incurred. Advertising expense was $478,342 in 2006 and $551,273 in 2005.

Recent Accounting Pronouncements

In July 2006, the Financial Accounting Standards Board (FASB) issued FASB Interpretation ("FIN") No. 48, *Accounting for Uncertainty in Income Taxes – an interpretation of FASB Statement 109*. FIN 48 clarifies the accounting for uncertainty in income taxes recognized in an enterprise's financial statements in accordance with FASB Statement No. 109, *Accounting for Income Taxes*. FIN 48 prescribes a comprehensive model for recognizing, measuring, presenting, and disclosing in the financial statements tax positions taken or expected to be taken on a tax return. FIN 48 is effective for fiscal years beginning after December 15, 2006. If there are changes in net assets as a result of application of FIN 48 these will be accounted for as an adjustment to retained earnings. The Company expects to adopt FIN 48 in 2007 and is currently assessing the impact of FIN 48 on its financial position and results of operations.

Note 2. Marketable Securities

The following is a summary of the Company's investment in marketable equity securities as of December 31:

	2006		2005	
	Cost	Fair value	Cost	Fair value
Smith Barney, Citigroup				
Financial Management Account	$ 3,040,010	$ 3,081,482	$ 3,015,049	$ 3,034,477
SBAM Dividend Strategy	4,087,571	4,976,305	3,577,511	3,927,615
Select N.W.Q. Equity	3,475,368	4,567,854	2,671,851	3,496,695
Smith Barney N.F.J. II	503,597	463,787	112,881	118,325
Templeton International II	3,370,108	4,595,007	2,727,899	3,361,201
Calamos Asset Management	3,643,208	4,026,175	3,159,833	3,421,859
Penn Capital	416,144	454,521	99,931	99,662
Smith Barney Investment Advisors	3,297,164	4,344,152	3,098,189	3,794,990
	$ 21,833,170	$ 26,509,283	$ 18,463,144	$ 21,254,824

Note 2. Marketable Securities (Continued)

A summary of investment earnings included in the accompanying consolidated statements of income for the years ended December 31 is as follows:

	2006	2005
Realized gains	$ 713,017	$ 318,620
Dividends	349,597	286,996
	1,062,614	605,616
Interest earned - other	312,165	229,881
	$ 1,374,779	$ 835,497

Note 3. Property and Equipment

Property and equipment at December 31 are summarized below:

	2006			2005		
	Cost	Accumulated depreciation	Net book value	Cost	Accumulated depreciation	Net book value
Land	$ 34,310	$ -	$ 34,310	$ 34,310	$ -	$ 34,310
Buildings	3,360,317	1,031,035	2,329,282	2,439,422	948,963	1,490,459
Tower	167,147	167,068	79	167,147	167,037	110
Cable and hardware	23,128,628	20,110,031	3,018,597	21,348,805	19,305,552	2,043,253
Electronic equipment	14,034,401	12,053,863	1,980,538	12,865,721	11,246,697	1,619,024
Tools	97,749	95,495	2,254	97,749	93,198	4,551
Test equipment	303,163	237,355	65,808	245,681	207,833	37,848
Trucks and autos	1,067,958	837,347	230,611	958,216	730,140	228,076
Furniture and fixtures	642,138	419,554	222,584	430,271	371,590	58,681
Underground storage tank	5,326	5,276	50	5,326	5,276	50
Studio equipment	739,181	712,739	26,442	723,521	687,502	36,019
Computers	538,941	405,387	133,554	409,708	346,722	62,986
Concrete driveway	52,764	47,120	5,644	52,764	46,493	6,271
Converters	5,998,555	3,352,572	2,645,983	4,572,741	2,530,469	2,042,272
Cable modems	3,982,993	3,041,720	941,273	3,451,648	2,459,565	992,083
Internet equipment	1,430,748	983,592	447,156	1,143,502	777,309	366,193
Computer programs	742,391	183,303	559,088	1,024,746	555,709	469,037
Pole makeready	204,161	183,376	20,785	204,161	179,826	24,335
	$ 56,530,871	$ 43,866,833	$ 12,664,038	$ 50,175,439	$ 40,659,881	$ 9,515,558

Note 4. Accrued and Other Liabilities

Accrued and other liabilities are summarized below at December 31:

	2006	2005
Real and personal property taxes	$ 382,171	$ 382,031
Payroll	654,586	651,997
Withholding taxes	13,732	26,663
Profit sharing	569,011	508,894
Other	588,630	268,837
Federal, state, and local income taxes	33,071	104,658
	$ 2,241,201	$ 1,943,080

Note 5. Pension Plan

The Company has a qualified defined contribution profit sharing plan covering substantially all employees meeting certain age and service requirements. The Board of Directors determines the Company's discretionary contribution to the plan on an annual basis. The Company contributed $569,011 in 2006 and $508,894 in 2005 to the plan.

Note 6. Commitments

The Company has entered into a deferred compensation arrangement with two officers/stockholders of the Company. At December 31, 2006, $389,637 in funds have been set aside in a separate investment account and have been accrued on the books as a liability under this arrangement.

Note 7. Income Taxes

Effective January 1, 2004, the Company elected to be taxed under the provisions of Subchapter S of the Internal Revenue Code. Under these provisions, the taxable income of the Company is taxed directly to the stockholders; therefore, no provision has been made for Federal or state income taxes.

Management has not recorded a deferred tax liability related to the built-in gains as they believe only a minimal amount of the applicable assets will be sold over the next ten years. The liability of the built-in gains will reduce (over the 10-year period) either through actual tax payments or as the excess of the financial reporting basis over the tax basis on the effective date of the election diminishes. During 2006 and 2005, the Company paid approximately $33,000 and $91,000, respectively, in Federal income taxes related to the built-in gains that existed at December 31, 2003.

CONSOLIDATED SCHEDULES OF REVENUES

MASSILLON CABLE TV, INC. AND SUBSIDIARIES

For the years ended December 31, 2006 and 2005

	2006	2005
Cable service	**$ 28,945,947**	$ 25,582,672
Internet service	**9,011,769**	7,945,521
Studio and advertising	**1,879,753**	2,010,218
Shopping channels	**88,460**	87,463
Miscellaneous	**262,989**	208,305
	$ 40,188,918	$ 35,834,179

See independent Accountants' compilation report.

CONSOLIDATED SCHEDULES OF OPERATING EXPENSES

MASSILLON CABLE TV, INC. AND SUBSIDIARIES

For the years ended December 31, 2006 and 2005

	2006	2005
Basic programming fees	$ 10,391,634	$ 9,157,105
Premium service programming fees	1,028,036	834,311
Digital basic programming fees	478,393	365,632
Digital pay-per-view	231,315	124,565
High definition channels	82,802	27,016
Common carrier fees	336,776	314,859
FCC subscriber fees	36,282	33,685
Internet local access	476,580	531,957
VOIP access fees	1,271,746	344,201
Copyright fees	201,191	182,186
Total program costs	14,534,755	11,915,517
Advertising and promotion	478,342	551,273
TV Guide	236	14,862
Collection expense	38,928	37,639
Depreciation	3,575,808	2,941,169
MasterCard/VISA discounts	97,582	84,017
	$ 18,725,651	$ 15,544,477

See independent Accountants' compilation report.

CONSOLIDATED SCHEDULES OF GENERAL AND ADMINISTRATIVE EXPENSES

MASSILLON CABLE TV, INC. AND SUBSIDIARIES

For the years ended December 31, 2006 and 2005

	2006	2005
Employee benefits	$ 676,527	$ 616,318
Contributions	100,540	121,550
Amortization	100,491	39,209
Directors' fees	56,700	56,700
Dues and subscriptions	67,366	62,056
Freight	9,223	54,004
General and administrative	393,465	201,929
Portfolio fees	202,740	174,769
Insurance	98,676	122,720
Legal and professional	266,749	128,207
Repairs	364,113	311,493
Materials and supplies	156,210	395,623
Engineering contract labor	1,295,757	1,516,357
Pole rental	124,476	122,163
Postage	55,620	285,566
Salaries	4,712,790	4,364,291
Profit sharing	569,011	508,894
Deferred compensation	68,183	66,706
Taxes		
Payroll	292,626	360,959
Commercial activities tax	20,240	-
Local franchise	67,280	29,235
Real estate	15,171	28,252
Sales	25,503	56,882
Personal property	275,170	352,282
Foreign	12,815	11,241
Other	5,956	5,526
Office supplies	192,108	282,019
Telephone	60,017	74,706
Travel and entertainment	61,241	54,832
Gas and oil	134,357	119,125
Equipment rental	10,325	13,428
Utilities	482,976	405,444
Computer maintenance	44,731	17,686
Licenses and permits	-	73
Miscellaneous	294,411	293,148
	$ 11,313,564	$ 11,253,393

See independent Accountants' compilation report.

DOCUMENTATION ATTESTING TO APPLICANT'S MANAGERIAL ABILITY AND CORPORATE STRUCTURE

I. TECHNICAL AND MANGERIAL RESUMES

Applicant has sufficient technical expertise and is managerially qualified to render the proposed telecommunications services. A brief description of the Applicant's technical and managerial experience is attached hereto as Exhibit C.

II. DESCRIPTION OF APPLICANT AND CORPORATE AUTHORITY

1. The exact legal name and address of the applicant are as follows:
Super-Net, Inc.
814 Cable Court N.W.
Massillon, Ohio 44648
Phone: (330) 833-5509
Fax: (330) 833-7522

2. All correspondence, notices, or communication regarding this application should be directed to:
Terri K. Firestein (The Applicant's Consultant)
CCG Consulting, LLC
10806 Garrison Hollow Road
Clear Spring, Maryland 21722
Voice: 301-842-1437
Fax: 301-842-1439
E-mail Address: tfireccg@myactv.net

3. Names, and Contact Information of Officers and Directors:

Robert B. Gessner, President
814 Cable Court N.W.
Massillon, Ohio 44648
Phone: (330) 833-5509
Fax: (330) 833-7522

4. Applicant is not currently providing regulated telecommunications services in Ohio or in any state or jurisdiction under a certificate issued by a state regulatory authority.

5. Applicant verifies it will maintain accounting records pursuant to generally accepted accounting principles.

6. Applicant verifies it will comply with all Ohio rules and regulations regarding affiliate transactions.

EXHIBIT C
TECHNICAL AND MANGERIAL RESUMES
ARTICLES OF INCOPORATION

Robert Gessner
President

Robert Gessner
Biographical Information

Work:
Massillon Cable TV, Inc, 1979 – present
President of family operated MSO. Systems in Massillon and Wooster Ohio serve 47,000 customers.
Super-Net, Inc. 1996 – present
President of Internet Service Provider. Serves 30,000 cable modem and dial-up customers in an 8-county area.
Massillon Cable Communications, Inc. 2004 – present
President of Telephone Service Provider. Serves11,000 households with VOIP service.

Education: Bachelor of Business Administration, 1976, College of William and Mary in Virginia

Other Activities:
Board Chairman – National Cable Television Cooperative, Lenexa, KS
Board Member/Past President – Ohio Cable Telecommunications Association, Columbus, Ohio
Board Member- FirstMerit Citizens National Bank Community Board
Board Member – Community Health Foundation

Past Outside Activities
President – Massillon City Schools Board of Education
President – Members of the Museum, Inc., Massillon, Ohio
Director – Massillon Development Foundation, Massillon, Ohio
Director – Stark Development Board, Canton, Ohio
Trustee – Massillon Museum, Massillon, Ohio
Vice Chairman – Massillon Area Chamber of Commerce, Massillon, Ohio
Member – Ohio Education Technology Equity Commission, Columbus, Ohio (Gubernatorial appointment)
Co-Chairman – Citizens' Advisory Committee for Massillon City Schools, Massillon, Ohio
Trustee – Consumer Credit Counseling Services of Stark County, Canton, Ohio
Public Relations Committee – United Way of Western Stark County, Massillon, Ohio
Trustee and Treasurer – YMCA/YWCA, Massillon, Ohio
Trustee – Massillon Club Co., Massillon, Ohio
Member – United Way of Western Stark County Budget Committee

Personal
Born: February 8, 1954, Massillon, Ohio
Married: Nancy
Children: Suzanne, Katherine

Brenda K. Murphy
Customer Service Supervisor

BRENDA K. MURPHY

Brenda@massilloncabletv.com

****

8750 Eastlynn Avenue N.W.
Massillon, Ohio 44646
330 837 1551

FUNCTIONAL SUMMARY

- *Thirty plus years of progressively responsible experience in office management and supervision. Worked up the chain, earned the respect of peers and supervisors alike, while succeeding in every responsible position within the business office environment*
- *Exceptional interpersonal, and customer service skills learned formally and through on the job experience.*
- *Excellent personal computer and network skills learned formally by practical experience as management systems evolved with business growth*

EXPERIENCE

Massillon Cable TV — *Massillon, Ohio* — *1973 – Present*

- *Responsible for routine office management, customer service support and employee supervision*
- *Managed general ledgers; daily, monthly and annual balance reports, cash and journal voucher batches*
- *Computer Systems network analyst and operator responsible for management software installation and upgrade, system virus protection, and management data entry*

QUALIFICATIONS

- *Proficient with IBM AS400 Computer Systems and related business software*
- *Microsoft Word, Excel, and Windows*

EDUCATION & TRAINING

- *Customer Service Training,* — *Stark State Technical College,* — *January 2002*
- *Sign Language for Improved Customer Service* — *February '02*
- *Revenue Analysis Reporting* — *June '00*
- *Database Setup, Revenue Collections, Letter Modules, Downloading* — *February '99*
- *Marketing, EOM, EOD, and EOY Reports* — *November '99*
- *Employee Performance and Appraisal* — *April '98*
- *Washington High School, Massillon, Ohio, June 1974, College Preparatory Diploma*

HOBBIES

- *Gardening,*
- *Attending my sons' sporting events*

Christopher Altland
IT Supervisor

Christopher Altland

1309 22nd ST NW, Canton, OH 44709
Home Phone: 330-418-4513
chris@altland.org

Objective: *I am looking for a motivating environment where I can learn and grow professionally as part of a team and individually. I enjoy being challenged and pushed to my full potential.*

Education

University of Akron — August 1997 to Present
Attaining Bachelor's Degree
Management Information Systems

Washington High School — June 1997
Graduate

Work Experience

Super-Net — December 1996 to Present
155 Lincoln Way West Suite 110A
Massillon, OH 44647

Administrator/Manager
Responsible for network maintenance on a computer network which supports 45000 cable subscribers, 28000 cable modem subscribers and 11000 VOIP customers. Duties include troubleshooting Cisco routers and switches, Unix mail, DHCP, TFTP, NAS, web, servers.

HelpDesk Technician
Took incoming calls regarding Internet related questions. Resolved various customer issues such as email problems, Webpage problems, hardware / software issues...

Food 4 Less — May 1993 to December 1996
Lincoln Way
Massillon, OH 44646

Grocery Stocker
Responsible for stocking shelves and maintaining a clean, safe environment for the customers. Performed miscellaneous tasks as requested by management.

Computer Skills

- WinXP/2000
- Microsoft Office
- Unix
- Cisco and Basic Administration
- LDAP server's

References

Available upon request.

06109-0073

The State of Ohio

Bob Taft

Secretary of State

CP 412

Certificate

It is hereby certified that the Secretary of State of Ohio has custody of the Records of Incorporation and Miscellaneous Filings; that said records show the filing and recording of: ARP

of:

SUPER-NET, INC.

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

Recorded on Roll 6109 at Frame 0074 of the Records of Incorporation and Miscellaneous Filings.

Witness my hand and the seal of the Secretary of State at Columbus, Ohio, this 9TH day of DEC, A.D. 1997.

Bob Taft
Bob Taft
Secretary of State

06109-0074

97121017301

APPROVED

ARTICLES OF INCORPORATION

OF

SUPER-NET, INC.

The undersigned, desiring to form a Corporation for profit under the Ohio General Corporation Law, hereby certifies:

ARTICLE I

The name of the Corporation shall be Super-Net, Inc.

ARTICLE II

The place in Ohio where the principal office of the Corporation is to be located is in the City of Massillon, County of Stark.

ARTICLE III

The Corporation is formed for the purpose of engaging in any lawful act or activity for which corporations may be formed under Section 1701.01 et seq. of the Ohio Revised Code.

ARTICLE IV

The maximum number of shares which the Corporation is authorized to have outstanding is 1,000 shares of common stock without par value.

ARTICLE V

Except as otherwise authorized by the Shareholders or Directors, no holder of shares of the Corporation of any class, now or hereafter authorized, shall have any preferential or pre-emptive right to subscribe for, purchase or receive any shares of the Corporation of any class, now or hereafter authorized, or any options or warrants for such shares, or any rights to subscribe to or purchase such shares or any securities, bonds or other evidences of indebtedness convertible into or exchangeable for such shares, which may at any time be issued, sold or offered for sale by the Corporation.

ARTICLE VI

The Corporation may redeem or purchase shares of any kind or class issued by it, to such extent, at such time, in such manner and upon such terms as its Board of Directors shall determine; provided, however, that the Corporation shall not redeem or purchase its own shares if immediately thereafter its assets would be less than its liabilities plus stated capital, or if the Corporation is insolvent, or if there is reasonable ground to believe that by such redemption or purchase it would be rendered insolvent.

06109-0075

ARTICLE VII

A Director of this Corporation shall not be disqualified by such office from dealing or contracting with this Corporation as a vendor, purchaser, employee, agent or otherwise; nor shall any transaction or contract or act of this Corporation be void or voidable or in any way invalidated or affected by reason of the fact that any organization or member of any organization of which such Director is a member or any corporation of which such Director is a shareholder or director is in any way interested in such transaction or contract or act, provided that the fact that such member, such organization, or such corporation is so interested in such transaction or contract or act has been disclosed or is known to the Board of Directors of this Corporation or such members thereof as shall be present at any meeting of such Board of Directors at which action upon any such transaction or contract or act shall be taken; and provided that if such fact is so disclosed or known, no such Director shall be accountable or responsible to this Corporation for, or in respect of, any such transaction or contract or act of this Corporation or for any gains or profits realized by him by reason of the fact that he or any organization of which he is a member, shareholder or director is interested in such transaction or contract or act.

ARTICLE VIII

In the case of any proposal or proceeding for the (1) adoption of a Code of Regulations; (2) sale, exchange or other disposition of all, or substantially all, of the assets of the Corporation; (3) merger or consolidation of the Corporation into a domestic corporation; (4) merger or consolidation of the Corporation into a foreign corporation; (5) combination or majority share acquisition wherein this Corporation is the acquiring corporation; or (6) the voluntary dissolution of this Corporation, whereunder Shareholder authorization is required by the General Corporation Law of Ohio, such Shareholder authorization shall be sufficient if the proposal or proceeding in question shall have received the affirmative vote of not less than a majority of the shares of the entire voting power of the Corporation or of the shares of every class entitled to vote upon the proposal or proceeding; provided, however, if the General Corporation Law or these Articles shall, as to the proposal or proceeding in question, require the affirmative vote of more than a majority of the voting power of the Corporation or of any class of shares of the Corporation, then such proposal or proceeding must receive the affirmative vote so specified.

ARTICLE IX

Any provision contained in these Articles of Incorporation may be amended, altered or repealed by the affirmative vote or consent of the holders of shares entitling them to exercise a majority of the voting power of the Corporation or by the affirmative vote of a majority of the holders of shares of every particular class entitled by law or these Articles of Incorporation to vote on such amendment, alteration or repeal, unless a greater vote is mandatory under these Articles or the statutes of the State of Ohio.

06109-0076

IN WITNESS WHEREOF, the undersigned has hereunto set my name this 4TH day of December, 1997.

RICHARD G. REICHEL, INCORPORATOR

ORIGINAL APPOINTMENT OF AGENT

The undersigned, being the Incorporator of Super-Net, Inc., hereby appoints Robert Gessner, a natural person and resident of the State of Ohio as its agent, upon whom any process, notice or demand required or permitted by statute to be served upon the Corporation may be served. His complete address is P. O. Box 814, 814 Cable Court, N.W., Massillon, Stark County, Ohio 44648.

SUPER-NET, INC.

By: Richard G. Reichel, Incorporator

Massillon, Ohio
December 4TH, 1997

Super-Net, Inc.
P. O. Box 814
Massillon, Ohio 44648

Gentlemen: I hereby accept appointment as agent of your Corporation upon whom process, tax notices or demands may be served.

Robert Gessner

<CT215003_1>

3

EXHIBIT D

I. Interactions with Other Carriers and Interconnection Agreement Negotiation Status

Applicant is currently negotiating a facilities based interconnection agreement with AT&T (SBC) and Verizon. We are seeking adoption of an existing agreement. In the near future Applicant will also seek interconnection with Windstream. Applicant has no approved or effective interconnection agreements at this time. Rates related to interactions with other carriers will be derived from retail tariffs and from Interconnection Agreements.

II. Notarized affidavit and bona fide interconnection request letters

III. Applicant anticipates execution of an adopted interconnection agreement in first quarter 2008. Applicant will be utilizing facilities that currently exist therefore no new construction is anticipated. Applicant will order and provision interconnection trunks with the aforementioned ILECs to support traffic exchange and termination, E911 services, operator services and telephone number porting. Implementation of service to end user customers is anticipated to begin in first quarter 2008.

Interconnection Negotiations Affidavit

I am an authorized representative of the applicant corporation Super-Net, Inc.
(Name)
and I am authorized to make this statement on its behalf. I attest that Applicant has requested interconnection negotiations with Verizon and AT&T in the State of Ohio. Negotiations are on-going. I attest that all of the information submitted here, and all additional information submitted in connection with this case, is true and correct. The serving area proposed in each ILEC territory is indicated on the PUCO spreadsheet enclosed as Exhibit E.

Executed on 2-11-08 at Clear Spring, MD 21722

Terri K. Firestein

Terri K. Firestein, Sr. Director/Consultant
(Signature and Title)

Subscribed and sworn to before me, a Notary Public, this 11th day of February, 2008.

Michelle L Daug

Signature

Michelle L Daugherty

Printed Name

My Commission Expires: 4-1-10
My County of Residence: Washington

MICHELLE L. DAUGHERTY
Notary Public
Washington County
MARYLAND
MY COMMISSION EXPIRES APRIL 1, 2010

CCG CONSULTING LLC

June 6, 2007

Director-Contract Management
AT&T, Inc.
Four AT&T Plaza
311 S. Akard, 9th Floor
Dallas, TX 75202

RE: Written Request to Initiate Interconnection Negotiations in Ohio

Please accept this written notification as our Interconnection Negotiations request. Below we are providing the information you require:

1. Certified Name of Carrier: Massillon
2. Address:
3. Negotiations Contact person: Terri K. Firestein
   Sr. Director
   CCG Consulting, LLC
   Tel: 301-842-1437
   Fax: 301-842-1439
   tfireccg@aol.com

   Carrier Contact person: David Hoffer
   dhoffer@massilloncabletv.com

4. We desire negotiations of an interconnection agreement inclusive of resale, collocation, fiber meet point option, and UNEs for the State of Ohio.
5. Massillon is incorporated in the state of Ohio.
6. Massillon's OH CLEC Certification is pending and will be provided upon receipt.
7. Massillon's facilities based OCN and ICA/ACNA is also pending.

Please provide me an NDA is required. Please do not hesitate to contact me should you require additional information.

Sincerely,

Terri K. Firestein

Terri K. Firestein
Sr. Director

Information Request Form

The following information must be provided and certified as correct by a duly authorized Officer, Consultant or Attorney of the business entity that will be named as the execution party in the Agreement (the "Contracting Party").

Return to:
Verizon
Contract Management
600 Hidden Ridge, HQE03D44
Irving, TX 75038
Fax 972-719-1519
contract.management@verizon.com

Date: **6/25/2007**

1. State(s) this IRF pertains to. In **PA and VA, specify which service territories** - "East" [former Bell Atlantic] and/or "West" [former GTE].

   OH *[Press F1 for list of available states]*

   1a. If **requesting a document containing UNE rates in DC**, select which rates to incorporate into executable document. *[Press F1 for explanation]*

   [Select one for DC]

2. State(s) listed in #1 in which the Contracting Party has an **existing contract with Verizon.** For each state listed, submission of this IRF (for purposes of a new interconnection agreement) to Verizon confirms the Contracting Party is providing Termination Notice of the existing contract(s).

   None

3. **Exact Legal Entity Name As Certified,** including d/b/a if appropriate, of the Contracting Party that will be legally bound by the document. If this differs by state, provide for each state listed in #1.

   Super-Net, Inc.

   3a. If requesting **documents in Virginia**, the Contracting Party's exact legal entity name as certified with the Virginia Commission *[Press F1 for explanation]*

4. Contracting Party's affiliate company name(s), or enter "none" if no affiliates *[Press F1 for explanation]*:
   None

5. Contracting Party's preferred acronym: **Super-Net**

6. Contracting Party's Legal Form (e.g., corporation, partnership, etc.) **Corporation**

7. State of Incorporation/LLC/LP: **If this differs by state, please provide for each state listed in #1.**

   OH

8. Contracting Party's principal place of business address

   814 Cable Court, N.W., Massillon, Ohio 44648

9. Contracting Party's designee to receive **Legal Notice** for the Contracting Party (at least one designee should be a Contracting Party Employee):
   Name: Terri K. Firestein Title/Firm: Sr. Director
   Street Address: 10806 Garrison Hollow Road, Clear Spring, MD 21722
   Telephone: 301-842-1437 Fax: 301-842-1439
   Email: tfireccg@aol.com

10. Contracting Party's duly authorized Officer with **Execution Authority** to bind the Contracting Party:
   Name: David Hoffer Title: Manager
   Street Address: 814 Cable Court, N.W., Massillon, Ohio 44648
   Telephone: 330-830-2800 ext. 124 Fax: 330-833-7522
   Email: dhoffer@massilloncabletv.com

11. Contracting Party's individual/department to receive legal notice regarding **Tax Matters**:
   Name: David Hoffer
   Full Address: 814 Cable Court, N.W., Masillon, Ohio 44648

12. Contracting Party's authorized individual/department to receive **Usage Data**:
   Name: David Hoffer
   Full Address: 814 Cable Court, N.W., Masillon, Ohio 44648

13. The Contracting Party is a: **Facilities Based Provider**

   Facilities-Based Providers and Resellers only, please complete the following three questions:

   13a. **For each state listed in #1** where Certification is **Approved**, list the state(s), certification number(s), and certification date(s) *[Press F1 for an example]*

   13b. **For each state listed in #1** where Certification is **Pending**, list the state(s) and date(s) certification was filed with the state regulatory authority. *[Press F1 for an example]*

   13c. **For each state listed in #1** where Certification has **Not Been Filed**, list the state(s). *[Note: Many states require either an approved or pending certification **prior to the filing** of an Interconnection Agreement.]*
   6/25/2007

14. Contracting Party's Representative authorized to receive the **Executable Document.**
   Name: Terri K. Firestein
   Title/Firm: Sr Director, CCG Consulting, LLC
   Full Physical Address: 10806 Garrison Hollow Road, Clear Spring MD 21722
   Telephone: 301-842-1437 Fax: 301-842-1439
   Email: tfireccg@aol.com

All Items in #14 are Required

I Terri K. Firestein, as Sr Director/Consultant for Super-Net, Inc., the Contracting Party, do hereby certify that the foregoing information is correct. (No Signature Required)

EXHIBIT E
APPLICANTS PROPOSED INTERACTIONS WITH CUSTOMERS

I. Applicant reserves the right to require advance payment. To safeguard its interests, the Company may require a Customer to make an advance payment before services are furnished, where special construction is involved. The advance payment will not exceed an amount equal to the estimated non-recurring charges for the special construction. The advance payment will be credited to the Customer's initial bill. Advance payments do not accrue interest. An advance payment may be required in addition to a deposit.

II. Services and associated charges to be made prior to receiving dial tone are those involving special construction and will be treated under the Applicant's Individual Case Basis (ICB) Arrangements terms.

Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer. The facilities utilized to provide these services are of a type normally used by the Telephone Company in furnishing its other services and shall be comparable with other Telephone Company services, and its engineering and maintenance practices. The requested service or arrangement is subject to the availability of the necessary Telephone Company personnel and capital resources. The Customer has one hundred and eighty (180) days after receiving the ICB rates to order the service requested at the quoted rates. ICB arrangements will be reduced to writing in a customer contract.

III. Sample Customer Bill and Disconnection Notice

IV. Copy of Customer Application for Service

V. List of Ohio Exchanges Where Applicant Intends to Serve

VI. Local Tariff

VII. Access Tariff

III. Sample Customer Bill and Disconnection Notice

DISCONNECT NOTICE

Customer Name	Account Number
Address 1	Total Past Due
Address 2	Local Past Due
City, State, Zip	Toll and Other Charges Past Due

Our records indicate that your account has a delinquent balance. Your service will be disconnected on XXXXXXX, unless:

1) The past due balance is paid in full by XXXXXX OR
2) You enter into a reasonable agreement with SuperNet to pay the delinquency by means of a repayment plan OR
3) You pay your basic local balance in full or enter into a reasonable arrangement to repay the basic local portion of your bill (any other service than basic may be interrupted if you pay only the basic local portion of your bill) OR
4) You submit the dispute to the Public Utilities Commission of Ohio and the Commission orders SuperNet not to disconnect your service.

In Order to resolve this matter you may contact SuperNet and we will negotiate a reasonable repayment plan.

In addition to any amounts due, if your service is disconnected, you will be charged a fee of $XXX for restoration of service. You may also be charged a deposit prior to restoration of service.

Customer Service: 330-833-4134
Service Period: 10/01/2007 - 10/31/2007
Service Address: 5290 FOXCHASE AVE NW, CANTON OH

Account Number: 00880088-1

Service Period	Description	Total
	LAST INVOICE 08/14/2007 BALANCE FORWARD	11.97
	TOTAL AMOUNT DUE	11.97

Final Notice:

The Due Date applies to the current month's charges only. Your account is past due and may be disconnected without further notice. A payment is needed immediately to avoid disconnection. If your service is disconnected, the entire Balance Due (TOTAL) plus a reconnection fee must be paid before your service will be restored.

You can make a payment online at: http://billing.sssnet.com.

Please call 330-833-4134 for more assistance.

A03

☐ **YES!** I want to save money with CheckFree. See back for details.

SUMMARY	PREVIOUS	CURRENT	TOTAL
AMOUNT DUE	11.97	.00	11.97
DUE DATE	UPON RECEIPT	10/01/2007	
	AMOUNT ENCLOSED		$
STATEMENT REFLECTS TRANSACTIONS MADE THROUGH 09/18/2007			

MASS

PO Box 1000
Massillon OH 44648
ADDRESS SERVICE REQUESTED

ACCOUNT NUMBER: 00880088-1

*A-02-OJ1-BM-31847

DAVID HOFFER
5290 FOXCHASE AVE NW
CANTON OH 44718-1584

Send payment to:

MASSILLON CABLE TV, INC.
PO BOX 1000
MASSILLON OH 44648-1000

00880088100011973

IV. Copy of Customer Application for Service

user friendly

RR ENTERPRISES LTD.
"The World's Subscriber Management Software"

WOR001 W/O Number 0816854 TRUCK Rec'd: Dec 31/07

Change of Service

Subscriber [redacted] Spouse [redacted]

Phone No.: 330 880-4002 Business Phone:

	C	C	Div	Stat	Zon	Grd
Current Address: [redacted]		M	M	S	A	004
W/Order Address: Same address as above.		M	M	S		004

ZIP CODE 44647 Rate Sch: EMP New Rate Sch: EMP A/C Type

Campaigns: Install.(Date/Time): 1/03/08 AM W/O Points: 1

Mov Outl Ext Outl Invoice Cd: M

Totals

Service	Current	Change	SAC	Mth. Rent	Mth. Chng	Srv. Chrg	Sec. Dep.	Add
FPH	1							
VIP								
USF								
FIP								
FWE	1							
FNM	1							
DPH		1						
DPV	1							

The install date has been changed by the booking program.

user friendly

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RR ENTERPRISES LTD.
"The World's Subscriber Management Software"

PHN140-1 **WORK ORDER PHONE FEATURES** 12/31/07
13:00:15

Work Order: 816854 **Subscriber:** [redacted]
Product: DPH **Tel:** 330-880-5304

Totals

Fea	Current	Change	Mth. Rent	Mth. Chng	Srv. Chrg
*66	0		.00	.00	.00
*69	0		.00	.00	.00
ACR	0		.00	.00	.00
C#D	0		.00	.00	.00
CFB	0		.00	.00	.00
CFI	0		.00	.00	.00
CFN	0		.00	.00	.00
CND	0		.00	.00	.00
CWI	0		.00	.00	.00
CWT	0		.00	.00	.00
DR	0		.00	.00	.00
MWA	0		.00	.00	.00

user friendly

Enter
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RR ENTERPRISES LTD.
"The World's Subscriber Management Software"

PHN180-1 **PHONE SERVICE CONTROL INFORMATION** 12/31/07
12:42:43

Subscriber #: [redacted]

Product: DPH Type: SINGLE LINE W/O #: 0816854

Ph: LNP: Dev Type: 1 Update Contact TN: REQ Date: 1/03/08

PIC Freeze - Inter/Intra/Local (Y/N): N N N

Calling Card: Ring to TN:

Unified Msg:

Line Type: Alw Fwd From (+):

TN Block (+): Alt Num (+): NID: MTA:

FQDN/Port/IP:

00000

LOA - PORT IN

LOA Date: 0/00/00 Third-Party Verification Date/Time: 0/00/00

Third-Party Verification Number:

Third-Party Verification Organization:

Local Calls Limit/Cd: Long Distance Limit/Cd:

High Toll Alert Quantity/Cd:

Note:

user friendly

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Help
Create New Service
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"The World's Subscriber Management Software"

PHN240-1 WORK ORDER PHONE SERVICES

Work Order: 816854 Subscriber: [redacted]
Product: DPH Type: SINGLE LINE

1=Control Info 2=DA/DL 3=ILEC Info for Ported TN 4=PIC Info 5=E911 Addr
6=LIDB/CNAM 7=Toll Restriction 8=Service Features 9=Remove Service
K=Cancel VOIP Req M=Move P=Port-out V=VOIP Prov Log
X=Cancel All Chg C=Clear Treatmt R=Rmv Lock @=Manual/Norm Prov

Opt	Phone#/Card#	LNP	Move To	P/O to LSP	Stat	Prov Stat	Prov Mode	Treatmt Status	Locked From Update Until
	330-880-5304	N			A	N	Normal		

user friendly

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"The World's Subscriber Management Software"

PHN070-1 **SUBSCRIBER DA/DL DETAIL** 12/31/07
12:46:20

Subscriber #: [redacted] W/o#: 0816854
Product: DPH Type: SINGLE LINE Phone: 3308805304 Ad Notification:
Alternate/other TN: 0000000000 PON: 816854 AECN/OCN: 2687
Directory Id: SBCDIR Record Type: ML Listed TN: 330-880-5304
Non Standard TN: Classes: RES Listing Option: PS
Foreign Listing: Style Code: SL Letter Sort: H Title: Lineage:
Sort Word/Last Name/Company Name: [redacted]
Subsequent Word/First Name: [redacted] Dual First Name Ind: N
Placement Word:
Designation: Advance to Directory: N Direct Mail: N
Solicitation: N Telemarketing: N Address Directory: Y
Listing Id Code: ALI: 012300
Caption/SLU Indent: (+) No of Books (Initial/Annual): 000 001
Delv. Addr.: (+) DL Addr. : (+)

Comment:

user friendly

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"The World's Subscriber Management Software"

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AGTDOWN

PHN080-1 **ILEC Information Maintenance** 12/31/07

Subscriber#: [redacted] W/O#: 816854 12:48:51

Product: DPH Type: SINGLE LINE Phone: 330-880-5304

LOA Date: 1/03/08 Reqst. Due Date: 1/03/08 Preferred Language

Title: Lineage: Designation:

Last Name:

First Name:

Company Name:

Current LSP: Current LDP:

Account# At ILEC:

House No. Prefix: House Number: House Number Suffix:

St Prefix/Name:

Street Suffix: Post Direction: Unit: Unit Type:

Floor: Room:

Location:

Building Name:

Community:

City:

County: State/Prov: Country Code: Postal Code/Zip:

Notes:

highly automated
total flexibility
user friendly

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"The World's Subscriber Management Software"

Enter
Help
Exit
Create
Previous
HELP
PAGEDOWN

PHN100-1 **PIC Information Detail Maintenance** 12/31/07
12:50:11

Subscriber #: [redacted] N/o#: 816054
Product: DPH Type: SINGLE LINE Phone: 330-880-5304

Transaction Code: Effective Date: Toll Provider:

PIC: Publish Code: Import/Export: PIC Change Charge Code: N
Jurisdiction: Freeze restrict originating ID: Status:

LOA Date-Intra LATA PIC:
LOA Date-Inter LATA PIC:

Third-Party Verification Date/Time:
Third-Party Verification Number:
Third-Party Verification Organization:

Notes:

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total flexibility
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"The World's Subscriber Management Software"

Enter
Help
Exit
Previous
Update Mode
F23
HELP

PHN110-1 **E911 Address Maintenance** 12/31/07
12:51:57

Subscriber #: [redacted] N/o#: 0816854
Product: DPH Type: SINGLE LINE Phone: 3308805304
Sort Word/Last Name/Company Name: [redacted]
Subsequent Word/First Name: [redacted]
Title: Lineage: Designation:
Class: 2 Type: 0
NPA: 330 Calling Number: 8805304 Main NPA: 330 Main Number: 8805304
House Number Prefix: House Number: [redacted] House Number Suffix:
St Prefix/Name: [redacted]
Street Suffix: [redacted] Post Direction: [redacted] Unit: [redacted] Unit Type: [redacted]
Floor : Room :
Location: [redacted]
Building Name:
Community:
City : [redacted]
County: State/Prov: [redacted] Country Code: US
Exch: ESN: IAR: Source Id:
Postal Code/Zip: [redacted]
Note:

total flexibility user friendly

RR ENTERPRISES LTD.
"The World's Subscriber Management Software"

Enter
Help
Exit
Previous
Update Mode

PHN240-1 WORK ORDER PHONE SERVICES

Work Order: 816854 Subscriber: [redacted]
Product: DPH Type: SINGLE LINE

PHN160-1 LIDB/CNAM Information 12/31/07
12:55:37

Subscriber#: [redacted] WO#: 0816854
Product : DPH Type: SINGLE LINE
Phone : 330-880-5304 Primary Phone : 330-880-5304
Calling Crd:
Client OTC : OCN : 2687 RAO : Class: RES

Display Calling Name: A Calling Name: [redacted]

PIN Restrict: Calling Card Pin Value: Pin Card Type:
Pin Usage : 001
Alw Bill To 3rd Pty: N Alw Col Call: N

Note:

highly automated
total flexibility
user friendly

RR ENTERPRISES LTD.
"The World's Subscriber Management Software"

Enter
Exit
Previous
Update Mode

PHN240-1 WORK ORDER PHONE SERVICES

Work Order: 816854 Subscriber: [redacted]
Product: DPH Type: SINGLE LINE

PHN250-1 Toll Restrictions 12/31/07
12:57:17

Subscriber#: [redacted] WO#: 0816854
Product : DPH Type: SINGLE LINE
Phone : 330-880-5304 Primary Phone : 330-880-5304

ENTER 'Y' to block the feature or 'N' to enable the feature.

1+: N 011: Y 900: Y

976: Y

Note:

V. List of Ohio Exchanges Where Applicant Intends to Serve

2/8/2008

Proposed Market Area (PMA) for
CLECs Provision of Local Service

Company Name: Super-Net, Inc.

Select All AT&T Ohio

dba: *Select All United Telephone dba Embarq*

Certificate Number:

Select All Verizon North

Select All Cincinnati Bell

Designate Proposed Market Area (PMA) by putting an "X" in appropriate boxes

* Hanover was inadvertently omitted from the exchange name which was updated on 9-6-06.

LEC	COUNTY	EXCHANGE	PMA
Arcadia	HANCOCK	Arcadia	
Arthur Mutual	PAULDING	Arthur	
AT&T Ohio	ADAMS	Winchester	
AT&T Ohio	ATHENS	Nelsonville	
AT&T Ohio	BELMONT	Barnesville	
AT&T Ohio	BELMONT	Bellaire	
AT&T Ohio	BELMONT	Bethesda	
AT&T Ohio	BELMONT	Martins Ferry-Bridgeport	
AT&T Ohio	BELMONT	Somerton	
AT&T Ohio	BELMONT	St. Clairsville	
AT&T Ohio	BROWN	Aberdeen	
AT&T Ohio	BROWN	Ripley	
AT&T Ohio	BUTLER	Middletown	
AT&T Ohio	BUTLER	Monroe	
AT&T Ohio	BUTLER	Trenton	
AT&T Ohio	CHAMPAIGN	Christiansburg	
AT&T Ohio	CLARK	Donnelsville	
AT&T Ohio	CLARK	Enon	
AT&T Ohio	CLARK	Medway	
AT&T Ohio	CLARK	New Carlisle	
AT&T Ohio	CLARK	North Hampton	
AT&T Ohio	CLARK	Pitchin	
AT&T Ohio	CLARK	South Charleston	
AT&T Ohio	CLARK	South Vienna	
AT&T Ohio	CLARK	Springfield	
AT&T Ohio	CLARK	Tremont City	
AT&T Ohio	COLUMBIANA	Columbiana	
AT&T Ohio	COLUMBIANA	East Liverpool	
AT&T Ohio	COLUMBIANA	East Palestine	
AT&T Ohio	COLUMBIANA	Leetonia	
AT&T Ohio	COLUMBIANA	Lisbon	
AT&T Ohio	COLUMBIANA	New Waterford	
AT&T Ohio	COLUMBIANA	Rogers	
AT&T Ohio	COLUMBIANA	Salem	
AT&T Ohio	COLUMBIANA	Salineville	
AT&T Ohio	COLUMBIANA	Wellsville	
AT&T Ohio	COSHOCTON	Conesville	
AT&T Ohio	COSHOCTON	Coshocton	
AT&T Ohio	COSHOCTON	West Lafayette	
AT&T Ohio	CUYAHOGA	Bedford	
AT&T Ohio	CUYAHOGA	Berea	

AT&T Ohio	CUYAHOGA	Brecksville
AT&T Ohio	CUYAHOGA	Chagrin Falls
AT&T Ohio	CUYAHOGA	Cleveland
AT&T Ohio	CUYAHOGA	Gates Mills
AT&T Ohio	CUYAHOGA	Hillcrest
AT&T Ohio	CUYAHOGA	Independence
AT&T Ohio	CUYAHOGA	Montrose [CUY]
AT&T Ohio	CUYAHOGA	North Royalton
AT&T Ohio	CUYAHOGA	Olmsted Falls
AT&T Ohio	CUYAHOGA	Strongsville
AT&T Ohio	CUYAHOGA	Terrace
AT&T Ohio	CUYAHOGA	Trinity
AT&T Ohio	CUYAHOGA	Victory
AT&T Ohio	ERIE	Bloomingville
AT&T Ohio	ERIE	Castalia
AT&T Ohio	ERIE	Sandusky
AT&T Ohio	FAIRFIELD	Carroll
AT&T Ohio	FAIRFIELD	Lancaster
AT&T Ohio	FAIRFIELD	Rushville
AT&T Ohio	FAIRFIELD	Sugar Grove
AT&T Ohio	FAYETTE	Bloomingburg
AT&T Ohio	FAYETTE	Jeffersonville
AT&T Ohio	FAYETTE	Milledgeville
AT&T Ohio	FAYETTE	Washington Court House
AT&T Ohio	FRANKLIN	Alton
AT&T Ohio	FRANKLIN	Canal Winchester
AT&T Ohio	FRANKLIN	Columbus
AT&T Ohio	FRANKLIN	Dublin
AT&T Ohio	FRANKLIN	Gahanna
AT&T Ohio	FRANKLIN	Grove City
AT&T Ohio	FRANKLIN	Groveport
AT&T Ohio	FRANKLIN	Harrisburg
AT&T Ohio	FRANKLIN	Hilliard
AT&T Ohio	FRANKLIN	Lockbourne
AT&T Ohio	FRANKLIN	New Albany
AT&T Ohio	FRANKLIN	Reynoldsburg
AT&T Ohio	FRANKLIN	Westerville
AT&T Ohio	FRANKLIN	Worthington
AT&T Ohio	GALLIA	Cheshire
AT&T Ohio	GALLIA	Gallipolis
AT&T Ohio	GALLIA	Guyan
AT&T Ohio	GALLIA	Rio Grande
AT&T Ohio	GALLIA	Vinton
AT&T Ohio	GALLIA	Walnut
AT&T Ohio	GEAUGA	Burton
AT&T Ohio	GEAUGA	Chesterland
AT&T Ohio	GREENE	Beavercreek
AT&T Ohio	GREENE	Bellbrook
AT&T Ohio	GREENE	Bowersville
AT&T Ohio	GREENE	Cedarville

AT&T Ohio	GREENE	Fairborn
AT&T Ohio	GREENE	Jamestown
AT&T Ohio	GREENE	Spring Valley
AT&T Ohio	GREENE	Xenia
AT&T Ohio	GREENE	Yellow Springs-Clifton
AT&T Ohio	HANCOCK	Findlay
AT&T Ohio	HIGHLAND	Belfast
AT&T Ohio	HIGHLAND	Danville [HIG]
AT&T Ohio	HIGHLAND	Hillsboro
AT&T Ohio	HIGHLAND	Marshall
AT&T Ohio	HIGHLAND	Rainsboro
AT&T Ohio	HIGHLAND	Sugar Tree Ridge
AT&T Ohio	HOCKING	Murray City
AT&T Ohio	JEFFERSON	Mingo Junction
AT&T Ohio	JEFFERSON	Steubenville
AT&T Ohio	JEFFERSON	Toronto
AT&T Ohio	LAKE	Leroy
AT&T Ohio	LAKE	Mentor
AT&T Ohio	LAKE	Painesville
AT&T Ohio	LAKE	Wickliffe
AT&T Ohio	LAKE	Willoughby
AT&T Ohio	LAWRENCE	Arabia
AT&T Ohio	LAWRENCE	Ironton
AT&T Ohio	LUCAS	Holland
AT&T Ohio	LUCAS	Maumee
AT&T Ohio	LUCAS	Toledo
AT&T Ohio	LUCAS	Whitehouse
AT&T Ohio	MADISON	London
AT&T Ohio	MADISON	Sedalia
AT&T Ohio	MADISON	South Solon
AT&T Ohio	MADISON	West Jefferson
AT&T Ohio	MAHONING	Canfield
AT&T Ohio	MAHONING	Lowellville
AT&T Ohio	MAHONING	North Jackson
AT&T Ohio	MAHONING	North Lima
AT&T Ohio	MAHONING	Sebring
AT&T Ohio	MAHONING	Youngstown
AT&T Ohio	MIAMI	Fletcher-Lena
AT&T Ohio	MIAMI	Piqua
AT&T Ohio	MONROE	Beallsville
AT&T Ohio	MONROE	Clarington
AT&T Ohio	MONROE	Duffy
AT&T Ohio	MONROE	Graysville
AT&T Ohio	MONROE	Lewisville
AT&T Ohio	MONROE	Woodsfield
AT&T Ohio	MONTGOMERY	Centerville [MOT]
AT&T Ohio	MONTGOMERY	Dayton
AT&T Ohio	MONTGOMERY	Miamisburg-W.Carrollton
AT&T Ohio	MONTGOMERY	Vandalia
AT&T Ohio	MUSKINGUM	Dresden

AT&T Ohio	MUSKINGUM	Fultonham	
AT&T Ohio	MUSKINGUM	Norwich	
AT&T Ohio	MUSKINGUM	Philo	
AT&T Ohio	MUSKINGUM	Zanesville	
AT&T Ohio	PERRY	Corning	
AT&T Ohio	PERRY	Glenford	
AT&T Ohio	PERRY	New Lexington	
AT&T Ohio	PERRY	Roseville	
AT&T Ohio	PERRY	Shawnee	
AT&T Ohio	PERRY	Somerset	
AT&T Ohio	PERRY	Thornville	
AT&T Ohio	PICKAWAY	New Holland	
AT&T Ohio	PORTAGE	Atwater	
AT&T Ohio	PORTAGE	Kent	
AT&T Ohio	PORTAGE	Mantua	
AT&T Ohio	PORTAGE	Mogadore	
AT&T Ohio	PORTAGE	Ravenna	
AT&T Ohio	PORTAGE	Rootstown	
AT&T Ohio	SANDUSKY	Fremont	
AT&T Ohio	SANDUSKY	Lindsey	
AT&T Ohio	SENECA	Fostoria	
AT&T Ohio	SENECA	New Riegel	
AT&T Ohio	SENECA	Tiffin	
AT&T Ohio	STARK	Alliance	
AT&T Ohio	STARK	Canal Fulton	X
AT&T Ohio	STARK	Canton	X
AT&T Ohio	STARK	Hartville	
AT&T Ohio	STARK	Louisville	
AT&T Ohio	STARK	Magnolia-Waynesburg	
AT&T Ohio	STARK	Marlboro	
AT&T Ohio	STARK	Massillon	X
AT&T Ohio	STARK	Navarre	X
AT&T Ohio	STARK	North Canton	X
AT&T Ohio	STARK	Uniontown	
AT&T Ohio	SUMMIT	Akron	
AT&T Ohio	SUMMIT	Greensburg	X
AT&T Ohio	SUMMIT	Manchester [SUM]	X
AT&T Ohio	TRUMBULL	Girard	
AT&T Ohio	TRUMBULL	Hubbard	
AT&T Ohio	TRUMBULL	Kirtland	
AT&T Ohio	TRUMBULL	Niles	
AT&T Ohio	TRUMBULL	Sharon	
AT&T Ohio	TUSCARAWAS	Gnadenhutten	
AT&T Ohio	TUSCARAWAS	Newcomerstown	
AT&T Ohio	TUSCARAWAS	Uhrichsville	
AT&T Ohio	WARREN	Franklin	
AT&T Ohio	WASHINGTON	Belpre	
AT&T Ohio	WASHINGTON	Marietta	
AT&T Ohio	WASHINGTON	New Matamoras	
AT&T Ohio	WASHINGTON	Newport	

Proposed Market Area (PMA) for
CLECs Provision of Local Service

AT&T Ohio	WAYNE	Dalton	X
AT&T Ohio	WOOD	Perrysburg	
AT&T Ohio	WYANDOT	Upper Sandusky	
Ayersville	DEFIANCE	Ayersville	
Bascom Mutual	SENECA	Bascom	
Benton Ridge	HANCOCK	Benton Ridge	
Benton Ridge	HENRY	New Bavaria	
Benton Ridge	PUTNAM	North Creek	
Buckland	AUGLAIZE	Buckland	
CC&S Telco	WILLIAMS	Cooney	
Century	ERIE	Birmingham	
Century	ERIE	Vermilion	
Century	LORAIN	Amherst	
Century	LORAIN	Avon	
Century	LORAIN	Avon Lake	
Century	LORAIN	Lorain	
Champaign	CHAMPAIGN	Terre Haute	
Champaign	CHAMPAIGN	Urbana	
Chillicothe	ROSS	Bainbridge [ROS]	
Chillicothe	ROSS	Bourneville	
Chillicothe	ROSS	Chillicothe	
Chillicothe	ROSS	Clarksburg	
Chillicothe	ROSS	Frankfort	
Chillicothe	ROSS	Hallsville	
Chillicothe	ROSS	Kingston	
Chillicothe	ROSS	Londonderry	
Chillicothe	ROSS	Massieville	
Chillicothe	ROSS	Richmondale	
Cincinnati Bell	BUTLER	Bethany-West Chester	
Cincinnati Bell	BUTLER	Hamilton	
Cincinnati Bell	BUTLER	Reily	
Cincinnati Bell	BUTLER	Seven Mile	
Cincinnati Bell	BUTLER	Shandon	
Cincinnati Bell	CLERMONT	Bethel	
Cincinnati Bell	CLERMONT	Clermont	
Cincinnati Bell	CLERMONT	Little Miami	
Cincinnati Bell	CLERMONT	Newtonsville	
Cincinnati Bell	CLERMONT	Williamsburg	
Cincinnati Bell	HAMILTON	Cincinnati	
Cincinnati Bell	HAMILTON	Harrison	
Columbus Grove	PUTNAM	Columbus Grove	
Conneaut	ASHTABULA	Conneaut	
Continental	PAULDING	Grover Hill	
Continental	PUTNAM	Continental	
Continental	PUTNAM	Miller City	
Doylestown	WAYNE	Doylestown	
Farmers Mutual	HENRY	Okolona	
Fort Jennings	PUTNAM	Fort Jennings	
Germantown	MONTGOMERY	Germantown	
Glandorf	PUTNAM	Glandorf	

Kalida	PUTNAM	Kalida
Little Miami	BROWN	Fayetteville
Little Miami	WARREN	Butlerville
McClure	HENRY	McClure
Middle Point Home	VAN WERT	Middle Point
Minford	SCIOTO	Minford
New Knoxville	AUGLAIZE	New Knoxville
Nova	ASHLAND	Nova
Nova	ASHLAND	Sullivan
Oakwood	PAULDING	Oakwood
Orwell	ASHTABULA	Colebrook
Orwell	ASHTABULA	Orwell
Orwell	ASHTABULA	Windsor
Orwell	HANCOCK	Mount Cory
Orwell	PUTNAM	Belmore
Orwell	PUTNAM	Gilboa
Orwell	PUTNAM	Leipsic
Orwell	PUTNAM	Pandora
Orwell	TRUMBULL	North Bloomfield
Ottoville Mutual	PUTNAM	Cloverdale
Ottoville Mutual	PUTNAM	Ottoville
Pattersonville	CARROLL	Pattersonville
Ridgeville	HENRY	Ridgeville Corners
Sherwood Mutual	DEFIANCE	Sherwood
Sycamore	SENECA	McCutcheonville
Sycamore	SENECA	Melmore
Sycamore	WYANDOT	Sycamore
Telephone Service Co	AUGLAIZE	Cridersville
Telephone Service Co	AUGLAIZE	Wapakoneta
United of Indiana	DARKE	Union City
United Telephone dba Embarq	ALLEN	Beaverdam
United Telephone dba Embarq	ALLEN	Bluffton
United Telephone dba Embarq	ALLEN	Cairo
United Telephone dba Embarq	ALLEN	Delphos
United Telephone dba Embarq	ALLEN	Elida
United Telephone dba Embarq	ALLEN	Gomer
United Telephone dba Embarq	ALLEN	Lafayette
United Telephone dba Embarq	ALLEN	Lima
United Telephone dba Embarq	ALLEN	Westminster
United Telephone dba Embarq	ASHTABULA	Andover
United Telephone dba Embarq	ASHTABULA	Jefferson
United Telephone dba Embarq	ASHTABULA	New Lyme
United Telephone dba Embarq	ATHENS	Glouster
United Telephone dba Embarq	AUGLAIZE	Waynesfield
United Telephone dba Embarq	CHAMPAIGN	North Lewisburg
United Telephone dba Embarq	CHAMPAIGN	Rosewood
United Telephone dba Embarq	CRAWFORD	Bucyrus
United Telephone dba Embarq	CRAWFORD	Chatfield
United Telephone dba Embarq	CRAWFORD	Lykens
United Telephone dba Embarq	CRAWFORD	New Winchester

United Telephone dba Embarq	DARKE	Ansonia
United Telephone dba Embarq	DARKE	Arcanum
United Telephone dba Embarq	DARKE	Bradford
United Telephone dba Embarq	DARKE	Gettysburg
United Telephone dba Embarq	DARKE	Greenville
United Telephone dba Embarq	DARKE	Hollansburg
United Telephone dba Embarq	DARKE	New Madison
United Telephone dba Embarq	DARKE	Rossburg
United Telephone dba Embarq	DARKE	Versailles
United Telephone dba Embarq	DEFIANCE	Defiance
United Telephone dba Embarq	DEFIANCE	Jewell
United Telephone dba Embarq	DELAWARE	Sunbury
United Telephone dba Embarq	FULTON	Archbold
United Telephone dba Embarq	FULTON	Lyons
United Telephone dba Embarq	FULTON	Metamora
United Telephone dba Embarq	FULTON	Swanton
United Telephone dba Embarq	FULTON	Wauseon
United Telephone dba Embarq	HARDIN	Ada
United Telephone dba Embarq	HARDIN	Alger
United Telephone dba Embarq	HARDIN	Dunkirk
United Telephone dba Embarq	HARDIN	Mount Victory
United Telephone dba Embarq	HARDIN	Ridgeway
United Telephone dba Embarq	HENRY	Deshler
United Telephone dba Embarq	HENRY	Florida
United Telephone dba Embarq	HENRY	Gerald
United Telephone dba Embarq	HENRY	Grelton-Malinta
United Telephone dba Embarq	HENRY	Hamler
United Telephone dba Embarq	HENRY	Holgate
United Telephone dba Embarq	HENRY	Liberty Center
United Telephone dba Embarq	HENRY	Napoleon
United Telephone dba Embarq	HOLMES	Big Prairie
United Telephone dba Embarq	HOLMES	Glenmont
United Telephone dba Embarq	HOLMES	Holmesville
United Telephone dba Embarq	HOLMES	Killbuck
United Telephone dba Embarq	HOLMES	Millersburg
United Telephone dba Embarq	HOLMES	Nashville
United Telephone dba Embarq	KNOX	Centerburg
United Telephone dba Embarq	KNOX	Danville [KNO]
United Telephone dba Embarq	KNOX	Fredericktown
United Telephone dba Embarq	KNOX	Gambier
United Telephone dba Embarq	KNOX	Martinsburg
United Telephone dba Embarq	KNOX	Mount Vernon
United Telephone dba Embarq	LICKING	Alexandria
United Telephone dba Embarq	LICKING	Croton
United Telephone dba Embarq	LICKING	Hebron
United Telephone dba Embarq	LICKING	Johnstown
United Telephone dba Embarq	LICKING	Pataskala
United Telephone dba Embarq	LICKING	Utica-Homer
United Telephone dba Embarq	LOGAN	Belle Center
United Telephone dba Embarq	LOGAN	Bellefontaine

United Telephone dba Embarq	LOGAN	De Graff
United Telephone dba Embarq	LOGAN	East Liberty
United Telephone dba Embarq	LOGAN	Huntsville
United Telephone dba Embarq	LOGAN	Rushsylvania
United Telephone dba Embarq	LOGAN	Russells Point
United Telephone dba Embarq	LOGAN	West Liberty
United Telephone dba Embarq	LOGAN	West Mansfield
United Telephone dba Embarq	LUCAS	Richfield Center-Berkey
United Telephone dba Embarq	LUCAS	Waterville
United Telephone dba Embarq	MAHONING	Berlin Center
United Telephone dba Embarq	MAHONING	Damascus
United Telephone dba Embarq	MAHONING	North Benton
United Telephone dba Embarq	MARION	Caledonia
United Telephone dba Embarq	MERCER	Rockford
United Telephone dba Embarq	MORGAN	Chesterhill
United Telephone dba Embarq	MORGAN	McConnelsville
United Telephone dba Embarq	MORGAN	Pennsville
United Telephone dba Embarq	MORGAN	Reinersville-Hackney
United Telephone dba Embarq	MORGAN	Stockport
United Telephone dba Embarq	MORROW	Cardington
United Telephone dba Embarq	MORROW	Chesterville
United Telephone dba Embarq	MORROW	Johnsville
United Telephone dba Embarq	MORROW	Marengo
United Telephone dba Embarq	MORROW	Mount Gilead
United Telephone dba Embarq	MUSKINGUM	Adamsville
United Telephone dba Embarq	MUSKINGUM	Frazeysburg
United Telephone dba Embarq	PERRY	Crooksville
United Telephone dba Embarq	PERRY	Junction City
United Telephone dba Embarq	PICKAWAY	Mount Sterling
United Telephone dba Embarq	PORTAGE	Lake Milton
United Telephone dba Embarq	PORTAGE	Wayland
United Telephone dba Embarq	PORTAGE	Windham
United Telephone dba Embarq	PREBLE	Camden
United Telephone dba Embarq	PREBLE	Eaton
United Telephone dba Embarq	PREBLE	Eldorado
United Telephone dba Embarq	PREBLE	New Paris
United Telephone dba Embarq	PREBLE	West Manchester
United Telephone dba Embarq	PUTNAM	Ottawa
United Telephone dba Embarq	RICHLAND	Adario
United Telephone dba Embarq	RICHLAND	Bellville
United Telephone dba Embarq	RICHLAND	Butler
United Telephone dba Embarq	RICHLAND	Lexington
United Telephone dba Embarq	RICHLAND	Lucas
United Telephone dba Embarq	RICHLAND	Mansfield
United Telephone dba Embarq	RICHLAND	Shelby
United Telephone dba Embarq	RICHLAND	Shiloh
United Telephone dba Embarq	SANDUSKY	Woodville
United Telephone dba Embarq	SENECA	Green Springs
United Telephone dba Embarq	SENECA	Old Fort
United Telephone dba Embarq	SHELBY	Anna

United Telephone dba Embarq	SHELBY	Botkins	
United Telephone dba Embarq	SHELBY	Fort Loramie	
United Telephone dba Embarq	SHELBY	Jackson Center	
United Telephone dba Embarq	SHELBY	Sidney	
United Telephone dba Embarq	TRUMBULL	Bristolville	
United Telephone dba Embarq	TRUMBULL	Cortland	
United Telephone dba Embarq	TRUMBULL	Greene	
United Telephone dba Embarq	TRUMBULL	Hartford	
United Telephone dba Embarq	TRUMBULL	Johnston	
United Telephone dba Embarq	TRUMBULL	Kinsman	
United Telephone dba Embarq	TRUMBULL	Newton Falls	
United Telephone dba Embarq	TRUMBULL	Warren	
United Telephone dba Embarq	UNION	Byhalia	
United Telephone dba Embarq	UNION	Magnetic Springs	
United Telephone dba Embarq	UNION	Marysville	
United Telephone dba Embarq	UNION	Milford Center	
United Telephone dba Embarq	UNION	Raymond	
United Telephone dba Embarq	UNION	York Center	
United Telephone dba Embarq	VAN WERT	Van Wert	
United Telephone dba Embarq	VAN WERT	Venedocia	
United Telephone dba Embarq	WARREN	Lebanon	
United Telephone dba Embarq	WARREN	Mason	
United Telephone dba Embarq	WARREN	Morrow	
United Telephone dba Embarq	WARREN	South Lebanon	
United Telephone dba Embarq	WARREN	Waynesville	
United Telephone dba Embarq	WASHINGTON	Bartlett	
United Telephone dba Embarq	WAYNE	Apple Creek	X
United Telephone dba Embarq	WAYNE	Fredericksburg	X
United Telephone dba Embarq	WAYNE	Kidron	
United Telephone dba Embarq	WAYNE	Marshallville	
United Telephone dba Embarq	WAYNE	Orrville	X
United Telephone dba Embarq	WAYNE	Rittman	
United Telephone dba Embarq	WAYNE	Shreve	X
United Telephone dba Embarq	WAYNE	Smithville	X
United Telephone dba Embarq	WAYNE	Sterling	
United Telephone dba Embarq	WAYNE	Wooster	X
United Telephone dba Embarq	WILLIAMS	Stryker	
United Telephone dba Embarq	WOOD	Bloomdale	
United Telephone dba Embarq	WOOD	Cygnet	
United Telephone dba Embarq	WOOD	Luckey	
United Telephone dba Embarq	WOOD	Moline	
United Telephone dba Embarq	WOOD	Portage	
United Telephone dba Embarq	WOOD	Risingsun	
United Telephone dba Embarq	WOOD	Stony Ridge	
Vanlue	HANCOCK	Vanlue	
Vaughnsville	PUTNAM	Vaughnsville	
Verizon North	ADAMS	Manchester [ADA]	
Verizon North	ADAMS	Peebles	
Verizon North	ADAMS	Seaman	
Verizon North	ADAMS	West Union	

Verizon North	ALLEN	Spencerville
Verizon North	ASHLAND	Ashland
Verizon North	ASHLAND	Hayesville
Verizon North	ASHLAND	Loudonville
Verizon North	ASHLAND	Perrysville
Verizon North	ASHLAND	Polk
Verizon North	ASHLAND	Redhaw
Verizon North	ASHLAND	Savannah
Verizon North	ATHENS	Albany
Verizon North	ATHENS	Amesville
Verizon North	ATHENS	Athens
Verizon North	ATHENS	Guysville
Verizon North	ATHENS	New Marshfield
Verizon North	ATHENS	Shade
Verizon North	ATHENS	The Plains
Verizon North	AUGLAIZE	Minster
Verizon North	AUGLAIZE	New Bremen
Verizon North	AUGLAIZE	St. Marys
Verizon North	BELMONT	Flushing
Verizon North	BROWN	Decatur
Verizon North	BROWN	Georgetown
Verizon North	BROWN	Hamersville
Verizon North	BROWN	Higginsport
Verizon North	BROWN	Mount Orab
Verizon North	BROWN	Russellville
Verizon North	BROWN	Sardinia
Verizon North	BUTLER	Morning Sun
Verizon North	BUTLER	Oxford
Verizon North	CARROLL	Carrollton
Verizon North	CARROLL	Dellroy
Verizon North	CARROLL	Harlem Springs
Verizon North	CARROLL	Malvern
Verizon North	CARROLL	Mechanicstown
Verizon North	CHAMPAIGN	Mechanicsburg
Verizon North	CHAMPAIGN	Woodstock
Verizon North	CLARK	Catawba
Verizon North	CLERMONT	Felicity
Verizon North	CLINTON	Blanchester
Verizon North	CLINTON	Clarksville
Verizon North	CLINTON	Martinsville
Verizon North	CLINTON	New Burlington
Verizon North	CLINTON	New Vienna
Verizon North	CLINTON	Port William
Verizon North	CLINTON	Sabina
Verizon North	CLINTON	Wilmington
Verizon North	COLUMBIANA	East Rochester
Verizon North	COLUMBIANA	Hanoverton
Verizon North	COLUMBIANA	North Georgetown
Verizon North	COLUMBIANA	Winona
Verizon North	COSHOCTON	Cooperdale

Verizon North	COSHOCTON	Warsaw
Verizon North	CRAWFORD	Crestline
Verizon North	CRAWFORD	Galion
Verizon North	CRAWFORD	New Washington
Verizon North	DARKE	North Star
Verizon North	DARKE	Yorkshire
Verizon North	DEFIANCE	Hicksville
Verizon North	DEFIANCE	Ney
Verizon North	DELAWARE	Ashley
Verizon North	DELAWARE	Cheshire Center
Verizon North	DELAWARE	Delaware
Verizon North	DELAWARE	Kilbourne
Verizon North	DELAWARE	Ostrander
Verizon North	DELAWARE	Radnor
Verizon North	DELAWARE	Rathbone
Verizon North	ERIE	Berlin Heights
Verizon North	ERIE	Huron
Verizon North	ERIE	Kelleys Island
Verizon North	ERIE	Milan
Verizon North	FAIRFIELD	Amanda
Verizon North	FAIRFIELD	Baltimore
Verizon North	FAIRFIELD	Bremen
Verizon North	FAIRFIELD	Millersport
Verizon North	FAIRFIELD	Pleasantville
Verizon North	FULTON	Fayette
Verizon North	GUERNSEY	Byesville
Verizon North	GUERNSEY	Cambridge
Verizon North	HANCOCK	Arlington
Verizon North	HANCOCK	Jenera
Verizon North	HANCOCK	McComb
Verizon North	HANCOCK	Mount Blanchard
Verizon North	HANCOCK	Rawson
Verizon North	HANCOCK	Van Buren
Verizon North	HARDIN	Forest
Verizon North	HARRISON	Bowerston
Verizon North	HARRISON	Cadiz
Verizon North	HARRISON	Freeport
Verizon North	HARRISON	Jewett
Verizon North	HARRISON	Scio
Verizon North	HIGHLAND	Greenfield
Verizon North	HIGHLAND	Leesburg
Verizon North	HIGHLAND	Lynchburg
Verizon North	HIGHLAND	Mowrystown
Verizon North	HIGHLAND	Sinking Spring
Verizon North	HOCKING	Laurelville
Verizon North	HOCKING	Logan
Verizon North	HOLMES	Berlin
Verizon North	HOLMES	Lakeville
Verizon North	HURON	Bellevue
Verizon North	HURON	Greenwich

Verizon North	HURON	Monroeville
Verizon North	HURON	New London
Verizon North	HURON	Norwalk
Verizon North	HURON	Wakeman
Verizon North	HURON	Willard
Verizon North	JACKSON	Jackson
Verizon North	JACKSON	Oak Hill
Verizon North	JACKSON	Wellston
Verizon North	JEFFERSON	Adena
Verizon North	JEFFERSON	Amsterdam
Verizon North	JEFFERSON	Bergholz
Verizon North	JEFFERSON	Brilliant
Verizon North	JEFFERSON	Dillonvale-Mt. Pleasant
Verizon North	JEFFERSON	Knoxville
Verizon North	JEFFERSON	Richmond
Verizon North	JEFFERSON	Smithfield
Verizon North	JEFFERSON	Tiltonsville
Verizon North	LAWRENCE	Chesapeake
Verizon North	LORAIN	Grafton
Verizon North	LORAIN	North Eaton
Verizon North	LORAIN	Oberlin
Verizon North	LORAIN	Wellington
Verizon North	LUCAS	Curtice-Oregon
Verizon North	LUCAS	Sylvania
Verizon North	MADISON	Resaca
Verizon North	MARION	Green Camp
Verizon North	MARION	Larue
Verizon North	MARION	Marion
Verizon North	MARION	Morral
Verizon North	MARION	Prospect
Verizon North	MARION	Waldo
Verizon North	MEDINA	Brunswick
Verizon North	MEDINA	Chatham
Verizon North	MEDINA	Homerville
Verizon North	MEDINA	Lodi
Verizon North	MEDINA	Medina
Verizon North	MEDINA	Seville
Verizon North	MEDINA	Sharon Center
Verizon North	MEDINA	Spencer
Verizon North	MEDINA	Valley City
Verizon North	MEDINA	Wadsworth
Verizon North	MEDINA	Westfield Center
Verizon North	MEIGS	Letart Falls
Verizon North	MEIGS	Pomeroy
Verizon North	MEIGS	Portland
Verizon North	MERCER	Celina
Verizon North	MERCER	Coldwater
Verizon North	MERCER	Fort Recovery
Verizon North	MERCER	Maria Stein
Verizon North	MERCER	Mendon

Verizon North	MIAMI	Laura	
Verizon North	MIAMI	Tipp City	
Verizon North	MIAMI	Troy	
Verizon North	MIAMI	West Milton	
Verizon North	MONTGOMERY	Brookville	
Verizon North	MONTGOMERY	Englewood	
Verizon North	MONTGOMERY	Farmersville	
Verizon North	MONTGOMERY	Liberty	
Verizon North	MONTGOMERY	New Lebanon	
Verizon North	MONTGOMERY	Phillipsburg	
Verizon North	MONTGOMERY	Trotwood	
Verizon North	MUSKINGUM	New Concord	
Verizon North	NOBLE	Caldwell	
Verizon North	NOBLE	Dexter City	
Verizon North	NOBLE	Summerfield	
Verizon North	OTTAWA	Elmore	
Verizon North	OTTAWA	Genoa	
Verizon North	OTTAWA	Marblehead	
Verizon North	OTTAWA	Oak Harbor	
Verizon North	OTTAWA	Port Clinton	
Verizon North	OTTAWA	Put-In-Bay	
Verizon North	PAULDING	Antwerp	
Verizon North	PAULDING	Payne	
Verizon North	PICKAWAY	Ashville	
Verizon North	PICKAWAY	Circleville	
Verizon North	PICKAWAY	Williamsport	
Verizon North	PIKE	Beaver	
Verizon North	PIKE	Idaho	
Verizon North	PIKE	Piketon	
Verizon North	PIKE	Waverly	
Verizon North	PORTAGE	Garrettsville	
Verizon North	PREBLE	Gratis	
Verizon North	PREBLE	Lewisburg	
Verizon North	PREBLE	West Alexandria	
Verizon North	RICHLAND	Plymouth	
Verizon North	SANDUSKY	Clyde	
Verizon North	SANDUSKY	Gibsonburg	
Verizon North	SANDUSKY	Helena	
Verizon North	SCIOTO	Portsmouth	
Verizon North	SENECA	Attica	
Verizon North	SENECA	Bettsville	
Verizon North	SENECA	Bloomville	
Verizon North	SENECA	Republic	
Verizon North	STARK	Beach City	X
Verizon North	STARK	Brewster	X
Verizon North	STARK	Minerva	
Verizon North	STARK	Paris	
Verizon North	STARK	Wilmot	X
Verizon North	SUMMIT	Montrose [SUM]	
Verizon North	TUSCARAWAS	Baltic	

Verizon North	TUSCARAWAS	Bolivar	
Verizon North	TUSCARAWAS	Mineral City	
Verizon North	TUSCARAWAS	New Philadelphia	
Verizon North	TUSCARAWAS	Strasburg	
Verizon North	TUSCARAWAS	Sugarcreek	
Verizon North	UNION	Plain City	
Verizon North	UNION	Richwood	
Verizon North	VAN WERT	Convoy	
Verizon North	VAN WERT	Ohio City	
Verizon North	VAN WERT	Scott	
Verizon North	VAN WERT	Willshire-Wren	
Verizon North	VINTON	McArthur	
Verizon North	VINTON	Wilkesville	
Verizon North	WASHINGTON	Barlow	
Verizon North	WASHINGTON	Beverly	
Verizon North	WASHINGTON	Lowell	
Verizon North	WASHINGTON	Lower Salem	
Verizon North	WASHINGTON	Watertown	
Verizon North	WAYNE	Burbank	X
Verizon North	WAYNE	Congress	
Verizon North	WAYNE	Creston	X
Verizon North	WAYNE	West Salem	
Verizon North	WILLIAMS	Bryan	
Verizon North	WILLIAMS	Edgerton	
Verizon North	WILLIAMS	Edon	
Verizon North	WILLIAMS	Evansport	
Verizon North	WILLIAMS	Montpelier	
Verizon North	WILLIAMS	Pioneer	
Verizon North	WILLIAMS	West Unity	
Verizon North	WOOD	Bowling Green	
Verizon North	WOOD	Grand Rapids	
Verizon North	WOOD	Haskins-Tontogany	
Verizon North	WOOD	North Baltimore	
Verizon North	WOOD	Pemberville	
Verizon North	WOOD	Wayne-Bradner	
Verizon North	WOOD	Weston	
Verizon North	WYANDOT	Carey	
Verizon North	WYANDOT	Harpster	
Verizon North	WYANDOT	Nevada	
Verizon North	WYANDOT	Wharton	
Wabash Mutual	MERCER	Wabash	
Windstream Ohio	CHAMPAIGN	St. Paris	
Windstream Ohio	FULTON	Chesterfield	
Windstream Ohio	FULTON	Delta	
Windstream Ohio	FULTON	Neapolis	
Windstream Ohio	HARDIN	Kenton	
Windstream Ohio	LICKING	Granville	
Windstream Ohio	LICKING	Gratiot	
Windstream Ohio	LICKING	Hanover-Marne*	
Windstream Ohio	LICKING	Newark	

Windstream Ohio	LICKING	St. Louisville	
Windstream Ohio	LORAIN	Columbia Station	
Windstream Ohio	LORAIN	Elyria	
Windstream Ohio	MIAMI	Covington	
Windstream Ohio	MIAMI	Pleasant Hill	
Windstream Ohio	PAULDING	Paulding	
Windstream Western Reserve	ASHTABULA	Ashtabula	
Windstream Western Reserve	ASHTABULA	Austinburg	
Windstream Western Reserve	ASHTABULA	Dorset	
Windstream Western Reserve	ASHTABULA	Geneva	
Windstream Western Reserve	ASHTABULA	Kingsville	
Windstream Western Reserve	ASHTABULA	Pierpont	
Windstream Western Reserve	ASHTABULA	Rock Creek	
Windstream Western Reserve	ASHTABULA	Trumbull	
Windstream Western Reserve	ATHENS	Coolville	
Windstream Western Reserve	BELMONT	Centerville [BEL]	
Windstream Western Reserve	BELMONT	Morristown	
Windstream Western Reserve	BELMONT	Powhatan Point	
Windstream Western Reserve	GEAUGA	Bainbridge [GEA]	
Windstream Western Reserve	GEAUGA	Chardon	
Windstream Western Reserve	GEAUGA	East Claridon	
Windstream Western Reserve	GEAUGA	Huntsburg	
Windstream Western Reserve	GEAUGA	Middlefield	
Windstream Western Reserve	GEAUGA	Montville	
Windstream Western Reserve	GEAUGA	Newbury	
Windstream Western Reserve	GEAUGA	Parkman	
Windstream Western Reserve	GEAUGA	Russell	
Windstream Western Reserve	GEAUGA	Thompson	
Windstream Western Reserve	GUERNSEY	Cumberland	
Windstream Western Reserve	GUERNSEY	Fairview	
Windstream Western Reserve	GUERNSEY	Old Washington	
Windstream Western Reserve	GUERNSEY	Quaker City	
Windstream Western Reserve	HARRISON	Hopedale	
Windstream Western Reserve	JEFFERSON	Bloomingdale	
Windstream Western Reserve	LAKE	Madison	
Windstream Western Reserve	LAKE	Perry	
Windstream Western Reserve	MEDINA	Hinckley	
Windstream Western Reserve	MEIGS	Chester	
Windstream Western Reserve	PORTAGE	Aurora	
Windstream Western Reserve	PORTAGE	Hiram	
Windstream Western Reserve	SUMMIT	Hudson	
Windstream Western Reserve	SUMMIT	Northfield	
Windstream Western Reserve	SUMMIT	Peninsula	
Windstream Western Reserve	SUMMIT	Richfield	
Windstream Western Reserve	SUMMIT	Twinsburg	
Windstream Western Reserve	TRUMBULL	Mesopotamia	
Windstream Western Reserve	WASHINGTON	Little Hocking	
X			

Service Description

With this application Super-Net, Inc. is seeking authority to provide basic local exchange telephone service using a traditional PSTN network to serve commercial customers initially and then in the future bring a residential service product to market. To this end, Super-Net, Inc. has installed a company-owned softswitch which will be interconnected to the ILEC network, using a Fiber Meet Point, for 911 Services, Operator and Directory Assistance Services, Telephone Number Porting and Local/IntraLATA Traffic Exchange and Termination. In addition to the softswitch Super-Net will operate a company-owned outside plant distribution network. Super-Net, Inc. will be engaged with NPAC for telephone number porting activities acting as our own porting Service Order Administrator (SOA) as well as with Neustar's NANP Administration System (NAS) and Pooling Administration (PAS) for acquisition of telephone numbers. As a full-facilities based service provider we do not anticipate the need to order UNEs from the ILEC and we have no plans to use resale of ILEC services to provide our service. SuperNet anticipates compensation for transport and termination of traffic per the terms of an ILEC Interconnection Agreement. Finally, SuperNet will deliver a long distance product through the resale of long distance minutes purchased via a contract with an Interexchange Carrier(s). As a Facilities Based Provider we have included, as part of Exhibit VI, an Intrastate Access Tariff and we will file an Interstate Access Tariff with the FCC.

VI. Local Tariff, PUCO No. 1
Intrastate Access Tariff, PUCO No. 2

REGULATIONS AND SCHEDULE OF CHARGES

APPLYING TO

LOCAL EXCHANGE SERVICE

WITHIN THE STATE OF OHIO

Issued: Effective:

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CHECK SHEET

The Title Page and Pages 1 through 63 inclusive of this Tariff are effective as of the date shown at the bottom of the respective page(s). Revised pages as named below contain all changes from the original filing that are in effect on the date listed.

Page	Revision	Page	Revision	Page	Revision	Page	Revision
Title Page	Original						
1	Original	31	Original	61	Original		
2	Original	32	Original	62	Original		
3	Original	33	Original	63	Original		
4	Original	34	Original				
5	Original	35	Original				
6	Original	36	Original				
7	Original	37	Original				
8	Original	38	Original				
9	Original	39	Original				
10	Original	40	Original				
11	Original	41	Original				
12	Original	42	Original				
13	Original	43	Original				
14	Original	44	Original				
15	Original	45	Original				
16	Original	46	Original				
17	Original	47	Original				
18	Original	48	Original				
19	Original	49	Original				
20	Original	50	Original				
21	Original	51	Original				
22	Original	52	Original				
23	Original	53	Original				
24	Original	54	Original				
25	Original	55	Original				
26	Original	56	Original				
27	Original	57	Original				
28	Original	58	Original				
29	Original	59	Original				
30	Original	60	Original				

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CHECK SHEET, (Cont'd)
ADDENDUM A

The Title Page and Addendum A, Pages 1 through 2 inclusive of this Tariff are effective as of the date shown at the bottom of the respective page(s). Revised pages as named below contain all changes from the original filing that are in effect on the date listed.

Page	Revision	Page	Revision	Page	Revision	Page	Revision
Title Page	Original						
1	Original						
2	Original						

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EXPLANATION OF SYMBOLS

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

(C) To signify Changed Regulation

(D) Delete or Discontinue

(I) Change Resulting in an Increase to a Rate

(M) Moved from Another Tariff Location

(N) New

(R) Change Resulting in a Reduction to a Rate

(S) Matter Appearing Elsewhere or Repeated for Clarification

(T) Change in Text But No Change to Rate or Charge

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TARIFF FORMAT

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

B. Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14. Because of various suspension periods, deferrals, etc. the Commission follows in their Tariff approval process, the most current page 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:

2.
2.1.
2.1.1.
2.1.1.A.
2.1.1.A.1.
2.1.1.A.1.(a).
2.1.1.A.1.(a).I.
2.1.1.A.1.(a).I.(i).
2.1.1.A.1.(a).I.(i).(1).

D. Check Sheets - When a Tariff filing is made with the Commission an updated Check Sheet accompanies the Tariff filing. The check sheet lists the pages contained in the Tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. An asterisk designates all revisions made in a given filing (*). 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 pages). The Tariff user should refer to the latest check sheet to find out if a particular page is the most current on file with the Commission.

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APPLICATION OF TARIFF

This Tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate communications services in the State of Ohio by Super-Net, Inc. ("Super-Net" or "the Company") in AT&T Communications, Embarq and Verizon North, Inc. territory where approved interconnection agreements exists.

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SECTION 1 – DEFINITIONS

For the purpose of this Tariff, the following definitions will apply:

Access: Is connection to one carrier by a second carrier to obtain the services of any or all network facilities and services within the network, including unbundled elements.

Access Service Request ("ASR"): A written request for special access services executed by the Customer and the Company in the format devised by the Company. The signing of an ASR 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 access service without an executed ASR, the Company will then request the Customer to submit one.

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

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

Alternative Operator Services: Alternative Operator Services are those services provided by the carrier in which the customer and the End User are totally separate entities. The carrier contracts with the Customer to provide the alternative operator services; however, the carrier 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.

Automatic Number Identification ("ANI"): Allows the automatic transmission of a caller's billing account telephone number to a local exchange Company, interexchange carrier or a third party subscriber. The primary purpose of ANI is to allow for billing of toll calls.

Automatic Location Identification (ALI): An E911 feature that provides the name or address or both associated with the calling party's telephone number (identified by ANI as defined below) to the PSAP for display. Additional telephones with the same number as the calling party's (secondary locations, off-premise extensions, etc.) are identified with the address of the telephone number at the main location.

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SECTION 1 - DEFINITIONS (Cont'd)

Bit: The smallest unit of information in the binary system of notation.

Collocation: An arrangement whereby the Company's switching equipment is located in a local exchange Company's central office.

Commission: The Public Utilities Commission of Ohio.

Communications Services: The Company's intrastate local exchange switched telephone services offered for intraLATA use.

Company or Carrier: Super-Net, Inc. ("Super-Net").

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

Dedicated Inbound Calls: Refers to calls that are terminated via dedicated access facilities connecting the Customer's premises and the Company's Point of Presence ("POP"). This service is offered to the extent facilities are available and where the Company and the Customer jointly arrange for the establishment of dedicated access facilities connecting the Customer's trunk-compatible PBX or other suitable equipment to the Company's POP. The Customer shall be responsible for all costs and charges associated with the dedicated access facilities.

Dedicated Outbound Calls: Refers to service that is offered to the extent facilities are available in those cases where the Company and the Customer jointly arrange for the establishment of dedicated access facilities connecting the Customer's trunk-compatible PBX or other suitable equipment to the Company's (POP). The Customer shall be responsible for all costs and charges associated with the dedicated access facilities.

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

DID Trunk (Direct Inward Dial Trunk): A form of local switched access that provides the ability for an outside party to call an internal extension directly without the intervention of the Company operator.

Dial Pulse (or "DP"): The pulse type employed by rotary dial station sets.

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SECTION 1 - DEFINITIONS (Cont'd)

Direct Inward Dial (or "DID"): A service attribute that routes incoming calls directly to stations, by-passing a central answering point.

Direct Outward Dial (or "DOD"): A service attribute that allows individual station Users to access and dial outside numbers directly.

Dual Tone Multi-Frequency (or "DTMF"): The pulse type employed by tone dial station sets.

Duplex Service: Service which provides for simultaneous transmission in both directions.

Emergency Number Service: A telephone exchange communication service whereby a Public Safety Answering Point (PSAP) designated by the Customer may receive telephone calls dialed to the telephone number 911. The 911 Services includes lines and equipment necessary for transferring and dispatching public emergency telephone calls originated by persons within the telephone central offices areas arranged for 911 calling.

Emergency Service Number (ESN): An ESN is a Selective Routing (SR) code assigned to each telephone number in an exchange where SR is provided to route E911 calls to an appropriate PSAP. The ESN defines the set of emergency services (e.g., police, fire, PSAP and medical) within a particular serving area. An ESN is associated with a primary possibly one or more secondary PSAPs.

Emergency Telephone Service Charge: A charge for the network start-up costs, custom notification costs, billing costs including an allowance for uncollectibles and network nonrecurring and recurring installation, maintenance, service, and equipment network charges of the Company providing 911 service.

End Office: With respect to each NPA-NXX code prefix assigned to the Company, the location of the Company's "end office" for purposes of this Tariff shall be the point of interconnection associated with that NPA-NXX code in the Local Exchange Routing Guide ("LERG"), published by Bellcore.

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SECTION 1 - DEFINITIONS (Cont'd)

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

Fiber Optic Cable: A thin filament of glass with a protective outer coating through which a light beam carrying communications signals may be transmitted by means of multiple internal reflections to a receiver, which translates the message.

Hearing Impaired: Those persons with communication impairments, including those hearing impaired, deaf, deaf/blind, and speech impaired persons who have an impairment that prevents them from communicating over the telephone without the aid of a telecommunications device for the deaf.

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

Getting Started Package: Refers to package Company gives to each new Customer. The package includes information about the Company's services, service orders and contact numbers.

In-Only: A service attribute that restricts outward dial access and routes incoming calls to a designated answer point.

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

Kbps: Kilobits per second, denotes thousands of bits per second.

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.

Local Interconnection Trunking Service: A local circuit administration point, other than a cross-connect or an information outlet, that provides capability for routing and re-routing circuits.

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SECTION 1 - DEFINITIONS (Cont'd)

Mbps: Megabits, denotes millions of bits per second.

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

Multi-Frequency or ("MF"): An inter-machine pulse-type used for signaling between telephone switches, or between telephone switches and PBX/key systems.

911 Service Area: The geographic area in which the Company will respond to all 911 calls and dispatch appropriate emergency assistance.

911 Trunks: Trunks between a serving central office and a PSAP or between two central offices, except where one of the central offices is a remote unit.

Non-Proprietary Calling Card: Refers to a calling card or travel card which can be billed by any carrier and used on any network, such as an Ameritech card issued in conjunction with local services; as opposed to a card issued by an IXC which can only be used on that carrier's network and billed by that carrier.

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

NPA: Numbering plan area or area code.

NXX: First three digits in a local phone number. Identifies the specific telephone Company central office which serves that number.

Other Telephone Company: An Exchange Telephone Company, other than the Company.

PBX: Private Branch Exchange

Point of Presence ("POP"): Point of Presence

PSAP Data Base Establishment and Update Service: Provides the PSAP with the initial list, as well as periodic updates of Customer names, telephone numbers and addresses for ALI.

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SECTION 1 - DEFINITIONS (Cont'd)

Public Safety Answering Point (PSAP) - a communications facility operated or answered on a 24-hour basis, assigned responsibility by a public agency or county to receive 911 calls and, as appropriate, to directly dispatch emergency response services, or to transfer or relay emergency 911 calls to other public safety agencies. It is the first point of reception by a public safety agency of a 911 call, and serves the jurisdictions in which it is located and other participating jurisdictions, if any.

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

Service Commencement Date: The first day following the date on which the Company notifies the Customer that the requested service 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 Customer may mutually agree on a substitute Service Commencement Date.

Service Order: The written request for Company Services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order 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.

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

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

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

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SECTION 1 - DEFINITIONS (Cont'd)

Tandem: A Class 4 switch facility to which NPA and NXX codes are subtended.

Three-Way Calling: Allows a station line User to add a third party to an existing conversation.

Traditional Operator Services: Traditional Operator Services are those services provided by the carrier in which the End User has a Customer relationship with the carrier, 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.

Two Way: A service attribute that includes outward dial capabilities for outbound calls and can also be used to carry inbound calls to a central point for further processing.

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

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

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SECTION 2 – REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

The Company undertakes to furnish communications service pursuant to the terms of this Tariff in connection with one-way and/or two-way information transmission originating from points within the state of Ohio, and terminating within a local calling area as defined herein.

The Company is responsible under this Tariff only for the services provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases the Company network in order to originate or terminate its own services, or to communicate with its own Customers.

2.1.2 Shortage of Equipment or Facilities

2.1.2.A. The furnishing of service under this Tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of facilities the Company obtains from other carriers to furnish service from time to time as required at the sole discretion of the Company, in a non-discriminatory manner consistent with the authority as granted by the Commission.

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SECTION 2 - REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.3 Terms and Conditions

2.1.3.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 thirty (30) days.

2.1.3.B. Customers are required to enter into written service orders which shall contain or reference a specific description of the service ordered, the Tariff or other approved 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.

2.1.3.C. Except as otherwise stated in the Tariff, at the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon thirty (30) days written notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this Tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.

2.1.3.D. Service may be terminated upon written notice to the Customer if:

1. the Customer is using the service in violation of this Tariff; or

2. the Customer is using the service in violation of the law.

2.1.3.E. This Tariff shall be interpreted and governed by the laws of the state of Ohio without regard for its choice of laws provision.

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SECTION 2 - REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.3 Terms and Conditions, (cont'd)

2.1.3.F. The Company hereby reserves its rights to establish service packages specific to a particular Customer. These contracts may or may not be associated with volume and/or term discounts. All such offerings shall be consistent with the rates and conditions specified herein, or shall require approval of the Commission.

2.1.4 Limitations on Liability

2.1.4.A. Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representatives, or use of these services or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.5.

2.1.4.B. Except as specified in this Tariff, Company and its contractors shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages of any kind or nature arising out of or in connection with the installation, use, repair, performance or removal of the equipment, or other services in connection with the performance or failure to perform its obligations, including, but not limited to, loss of revenue or profits, regardless of the foreseeability thereof 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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SECTION 2 - REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Limitations on Liability *(cont'd)*

2.1.4.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.

2.1.4.D. Company shall not have any liability for or be responsible for any losses, costs, expenses, claims, liabilities or damages resulting from the Customer's failure to timely comply with the requirements in Section 2.3.1 below regarding emergency 911 service; Company shall be indemnified by Customer from any losses, costs, expenses, claims, liabilities or damages, including, but not limited to, third party claims, resulting from Customer's failure to comply with the requirements of Section 2.3.1.

2.1.4.E. Company shall have no responsibility or liability for responding to emergency 911 or other emergency referral calls. Company will make reasonable effort to determine the nearest public safety or law enforcement authorities and then route such calls to those authorities.

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SECTION 2 - REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Limitations on Liability (cont'd)

2.1.4.F. The Company shall not be liable for and shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, due to:

2.1.4.F.1 Any act or omission of: (a) the Customer, (b) any other entity, other than the underlying carrier, furnishing service, equipment or facilities for use in conjunction with services provided by the Company; or (c) common carriers or warehousemen, other than the underlying carrier, except as contracted by the Company;

2.1.4.F.2. Any delay or failure of performance or equipment due to acts of God, military action, wars, insurrections, riots, or strikes;

2.1.4.F.3. Any unlawful or unauthorized use of the Company's services;

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SECTION 2 - REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Limitations on Liability (cont'd)

2.1.4.F. (cont'd)

2.1.4.F.4. Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the material transmitted by means of Company-provided services; or by means of the combination of Company-provided facilities or services;

2.1.4.F.5. Changes in any of the operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in paragraph (A) of this Subsection 2.1.4.

2.1.4.F.6. Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises by the Company or nay other carrier, installation or removal thereof;

2.1.4.F.7. 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 facilities of any other carrier;

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SECTION 2 - REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Limitations on Liability (cont'd)

2.1.4.F. (cont'd)

2.1.4.F.8. Failure of Customer to comply with the requirements of Section 2.3.1.

2.1.4.F.9. Any noncompletion of calls due to network busy conditions;

2.1.4.F.10. Any calls not actually attempted to be completed during any period that service is unavailable;

2.1.4.F.11. And any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of the Company's services.

2.1.4.G. The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.

2.1.4.H. 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.

2.1.4.I. Failure by the Company to assert its rights pursuant to one provision of this Tariff does not preclude the Company from asserting its rights under other provisions.

2.1.4.J. Company shall not be liable to Customer or any other person, firm or entity for any failure of performance hereunder if such failure is due to acts of God, military action, wars, insurrections, riots, or strikes.

SECTION 2 - REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.5 Notification of Service-Affecting Activities

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

2.1.6 Non-Routine Installation

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours, or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

2.1.7 Availability of Service

2.1.7.A. The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in the Tariffs of the Company.

2.1.7.B. The Company shall negotiate a mutually agreed to installation date based on availability of services and facilities and the Customer's requested date.

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SECTION 2 - REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.8 Universal Emergency Telephone Number Service

2.1.8.A. This Tariff does not provide for the inspection or constant monitoring of facilities to discover errors, defects or malfunctions in the service, nor does the Company undertake such responsibility.

2.1.8.B. 911 information consisting of the names, addresses and telephone numbers of all telephone customers is confidential. The Company will release such information via the Data Management System only after a 911 call has been received, on a call by call basis, only for the purpose of responding to an emergency call in progress.

2.1.8.C. The 911 calling party, by dialing 911, waives the privacy afforded by non-listed and non-published service to the extent that the telephone number, name, and address associated with the originating station location are furnished to the Public Safety Answering Point.

2.1.8.D. After the establishment of service, it is the Public Safety Agency's responsibility to continue to verify the accuracy of and to advise the Company of any changes as they occur in street names, establishment of new streets, changes in address numbers used on existing streets, closing and abandonment of streets, changes in police, fire, ambulance or other appropriate agencies' jurisdiction over any address, annexations and other changes in municipal and county boundaries, incorporation of new cities or any other similar matter that may affect the routing of 911 calls to the proper Public Safety Answering Point.

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SECTION 2 - REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.8 Universal Emergency Telephone Number Service (cont'd)

2.1.8.E. The Company assumes no liability for any infringement, or invasion of any right of privacy or any person or persons caused or claimed to be caused directly or indirectly by the use of 911 Service. Under the terms of this Tariff, the Public Safety Agency must agree, except where the events, incidents, or eventualities set forth in this sentence are the result of the Company's gross negligence or willful misconduct, to release, indemnify, defend and hold harmless the Company from any and all loss or claims whatsoever, whether suffered, made, instituted, or asserted by the Public Safety Agency or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage, or destruction of any property, whether owned by the Customer or others. Under the terms of this Tariff, the Public Safety Agency must also agree to release, indemnify, defend and hold harmless the Company for any infringement of invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion, or use of 911 Service features and the equipment associated therewith, or by any services furnished by the Company in connection therewith, including, but not limited to, the identification of the telephone number, address, or name associated with the telephone used by the party or parties accessing 911 Service hereunder, and which arise out of the negligence or other wrongful act of the Public Safety Agency, its User, agencies or municipalities, or the employees or agents of any one of them, or which arise out of the negligence, other than gross negligence or willful misconduct, of the Company, its employees or agents.

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SECTION 2 - REGULATIONS (Cont'd)

2.2 Prohibited Uses

2.2.1. The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.

2.2.2. The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and the Commission's regulations, policies, orders, and decisions.

2.2.3. The Company may block any signals being transmitted over its Network by Customers which cause interference to the Company or other Users. Customer shall be relieved of all obligations to make payments for charges relating to any blocked service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.

2.2.4. A Customer, joint User, or authorized User may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this Tariff will apply.

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SECTION 2 - REGULATIONS (Cont'd)

2.3 Obligations of the Customer

2.3.1 General

The Customer shall be responsible for:

2.3.1.A. the payment of all applicable charges pursuant to this Tariff;

2.3.1.B providing Company with the following information which is needed by Company in order to identify the source of certain emergency calls:

2.3.1.B.1. PBX Information. Customer shall provide Company with detailed information related to multi-location private branch exchanges ("PBX") and one Customer PBXs operating within the Customer's premises or otherwise connected to Company's telecommunication service through Customer. Such information shall include the End-User addresses corresponding to all telephone lines operating through the PBX and such other information, as requested by Company, which will enable Company to determine, in the event of an emergency 911 call routed through a PBX, the physical location from which the call was made. Customer shall continually update this information and shall immediately notify Company of any changes related to this information. Customer shall indemnify and hold Company harmless from any and all losses, damages, costs, expenses, claims, or liabilities resulting from the Customer's failure to immediately provide or update this information to Company, including, but not limited to, any and all losses, costs, expenses, claims, liabilities or damages, including third party claims, related to the failure to respond to an emergency 911 telephone call.

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SECTION 2 - REGULATIONS (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.1 General (cont'd)

2.3.1.B (cont'd)

2.3.1.B.2. Automatic Number Identification. In addition to providing the information requested in Subsection 2.3.1.B.1. above, Customer shall provide and continually update Company with the correct true automatic number identification (ANI) for each telephone line operating through a PBX on Customer's premises or otherwise connected to Company's telecommunication service(s) through Customer. Customer recognizes that it may be necessary to purchase and install additional equipment in order to provide the ANI information and that Customer is solely responsible for all costs and expenses related to this equipment. Customer shall indemnify and hold Company harmless from any and all losses, damages, costs, expenses, claims, or liabilities arising from the Customer's failure to immediately provide or update this information to Company, including, but not limited to, any and all losses, damages, costs, expenses, liabilities or claims, including third party claims, related to the failure to respond to an emergency 911 phone call.

2.3.2 Liability of the Customer

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.

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SECTION 2 - REGULATIONS (Cont'd)

2.4 Payment Arrangements

2.4.1 Advance Payments

To safeguard its interests, the Company may require a Customer to make an advance payment before services are furnished, where special construction is involved. The advance payment will not exceed an amount equal to the estimated non-recurring charges for the special construction. The advance payment will be credited to the Customer's initial bill. Advance payments do not accrue interest. An advance payment may be required in addition to a deposit.

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SECTION 2 - REGULATIONS (Cont'd)

2.4 Payment Arrangements (Cont'd)

2.4.2 Deposits:

2.4.2.A. To safeguard its interests, the Company may require the Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit may be required if the Customer's financial condition is not acceptable to the Company or cannot be ascertained from general accepted credit reporting sources. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to two (2) month's charges for tariffed services or for the ensuing twelve months, plus 30% of the monthly estimated charge for a specified Customer.

2.4.2.B. A deposit may be required in addition to an advance payment.

2.4.2.C. If service is discontinued prior to twelve consecutive months of payment by the Customer, the Company shall automatically refund the Customer's deposit plus accrued interest, or the balance, if any, in excess of the unpaid bills including any penalties assessed for service furnished by the Company, within 45 days from the date of termination. Before the service or facility is discontinued, the Company, may at its option, return the deposit or credit to the Customer's account

2.4.2.D. Deposits will accrue interest at the rate specified by the PUCO and will be refunded to the Customer after twelve consecutive months of payments.

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SECTION 2 - REGULATIONS (Cont'd)

2.4 Payment Arrangements (Cont'd)

2.4.3 Denial or Termination of Service

2.4.3.A. The Company may deny or terminate any or all local service at one or more or all of the same Customer's premises for the following reasons:

2.4.3.A.1. Abandonment of the service;

2.4.3.A.2. Abuse or fraudulent use of service

2.4.3.A.3. Any other violation of the regulations of the Telephone Company; or

2.4.3.A.4. Upon objection to the continuance of service made by or on behalf of any governmental authority.

2.4.3.B. Subsequent to the completion of an order to discontinue local service, it will be re- established only upon the basis of a new service application.

2.4.3.C. In addition to termination of local service for the above reasons, the nonpayment of toll charges may result in the disconnection of toll service.

2.4.3.C.1 The Company may disconnect the toll service of a Customer who fails to pay charges for toll service provided by the Company or an IXC as pursuant to Case No. 95- 790- TP-COI.

2.4.3.C.2. Disconnection of a Customer's local exchange service or toll service for nonpayment of charges shall be made in accordance with the rules as specified in this paragraph 1.5.

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SECTION 2 - REGULATIONS (Cont'd)

2.4 Payment Arrangements (Cont'd)

2.4.3 Denial or Termination of Service (cont'd)

2.4.3.C. (cont'd)

2.4.3.C.1. The Telephone Company shall apportion partial payments to regulated local service charges first, then toll charges before applying payments to charges for all other services.

2.4.3.C.2. The Telephone Company shall respond promptly to Customer inquiries pertaining to charges for IXC toll services, either by handling the inquiry itself, or referring it to the IXC, depending on the nature of the Customer's inquiry.

2.4.3.C.3 When service is restored after temporary denial, the Telephone Company will make a pro rata allowance at the schedule rate for the service denied, beginning with the day following the denial. However, when the service is restored on the same day as the denial, no credit will be given.

2.4.3.C.4. Abuse or fraudulent use includes, but is not limited to:

a. the use of service or facilities of the Telephone Company for a call or calls anonymous or otherwise, if in a manner reasonably to be expected to frighten, abuse, torment or harass another;

b. the use of profane or obscene language;

c. the impersonation of another with fraudulent intent;

d. the use of the service in such a manner as to interfere with the service of others or to prevent others from making or receiving calls over their telephone service;

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SECTION 2 - REGULATIONS (Cont'd)

2.4 Payment Arrangements (Cont'd)

2.4.3 Denial or Termination of Service (cont'd)

2.4.3.C. (cont'd)

2.4.3.C.4. (cont'd)

e. the use of the service for any purpose other than as a means of communication;

f. the use of service or facilities of the Telephone Company to transmit a message or to locate a person or otherwise to give or obtain information, without the payment of the applicable local message charge or message toll charge; and

g. the obtaining, or attempting to obtain, or assisting another to obtain or attempt to obtain, local or message toll telephone service, by rearranging, tampering with, or making connection with any facilities of the Telephone Company, or by any trick, scheme, false representation, or false credit device, or by or through any other fraudulent means or device whatsoever, with intent to avoid the payment, in whole or part, of the regular charge for such service.

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SECTION 2 - REGULATIONS (Cont'd)

2.5 Allowances for Interruptions in Service

2.5.1 General

2.5.1.A. A credit allowance will be given when service is interrupted, except as specified in Section 2.5.2 following. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this Tariff.

2.5.1.B. An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.

2.5.1.C. If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its premises for test and repair by the Company, the service, facility, or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.

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SECTION 2 - REGULATIONS (Cont'd)

2.5 Allowances for Interruption in Service (Cont'd)

2.5.1 General (cont'd)

2.5.1.D. The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

2.5.1.E. A credit allowance will be given for interruptions of 24 hours or more. For calculating credit allowances, every month is considered to have thirty (30) days.

2.5.2 Limitations of Allowances

No credit allowance will be made for any interruption in service:

2.5.2.A. Due to the negligence of or noncompliance with the provisions of this Tariff by the Customer, Authorized User, or Joint-User;

2.5.2.B. Due to the negligence of any person, including but not limited to the Customer, but not including the Company, its agent, or its underlying carrier;

2.5.2.C. Due to the failure of power, equipment, systems, connections or services not provided by the Company;

2.5.2.D. Occurs as a result of acts of God, military action, wars, insurrections, riots, or strikes;

2.5.2.E. During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;

2.5.2.F. During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements.

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SECTION 2 - REGULATIONS (Cont'd)

2.5 Allowances for Interruption in Service (Cont'd)

2.5.3 Use of Alternative Service Provided by the Company:

Where the Company bears no liability for the interruption and the Customer elects to use an alternative service provided by the Company during the period that a service is interrupted, the Customer must pay the applicable tariffed rates and charges.

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SECTION 2 - REGULATIONS (Cont'd)

2.6 Cancellation of Service/Termination Liability

2.6.1 Cancellation of Service

If a Customer cancels a service order or terminates services before the completion of the term for any reason (i) other than a service interruption (as defined in Section 2.5) or (ii) where the Company breaches the terms in the service contract, Customer may be requested by the Company to pay to the 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 Section 2.4.

2.6.2 Termination Liability

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

2.6.2.A.1. All unpaid non-recurring charges for costs reasonably expended by the Company to establish service to the Customer that are subject to deferred payment arrangements, plus;

2.6.2.A.2. Any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus;

2.6.2.A.3. The difference between the total actual monthly recurring charges to Customer for the Service during the entire time the Service was provided to Customer and the total monthly recurring charges which Customer would have paid or which Customer would have been required to pay if the Service had been based on a month to month term using the Company's most recent tariffed prices at the time of cancellation.

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SECTION 2 - REGULATIONS (Cont'd)

2.6 Cancellation of Service/Termination Liability (Cont'd)

2.6.2 Termination Liability (cont'd)

2.6.2.B. Either party shall have the right to cancel services without liability if Company is prohibited from furnishing the Service or if any material rate or term contained herein is substantially changed by order of the Commission, the Federal Communications Commissions, or highest court of competent jurisdiction to which the matter is appealed, or other local, state or federal government authority.

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SECTION 2 - REGULATIONS (Cont'd)

2.7 Customer Liability for Fraud and Unauthorized Use of the Network

2.7.1 Unauthorized Use of Network

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

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SECTION 2 - REGULATIONS (Cont'd)

2.8 Notices and Communications

2.8.1 The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.

2.8.2 The Company shall designate on the Service Order and address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.

2.8.3 All notices or other communications required to be given pursuant to this Tariff will be in writing. Notices and other communications of either party, and bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

2.8.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice sent forth herein.

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SECTION 2 - REGULATIONS (Cont'd)

2.9 Universal Emergency Number Service 9-1-1

Where requested by local government authorities, and subject to the availability of facilities, the Company will provide a universal number "911" dialing to its Customers for simplified emergency access police, fire and other emergency services. 911 calls will be routed for answering to a Public Safety Answering Point (PSAP) as designated by the local government unit authorized to establish and operate such systems. The Company does not undertake to answer and forward 911 calls, but furnishes the use of its facilities to enable the local government unit or its designee to answer and respond to such calls.

The 911 Calling Party, by calling 911 Service, gives consent for the Company to provide 911 information consisting of the name, address, telephone number, and other calling party information when available, to Law Enforcement Agencies and other emergency service providers on a call-by-call basis for the purpose of enabling those agencies or service providers to respond to emergency calls for assistance. Database inquiries for 911 information consisting of name, address, telephone number and other information when available, will only be allowed for purposes of dispatching or responding to 911 emergency calls or integrity verification as prescribed by the applicable state codes, rules or legislation.

Customers with Unlisted or Non-published numbers as well as those Customers who have been requested per line blocking forfeits the privacy afforded by these services on calls made to 911.

The provision of 911 Service by the Company shall not be interpreted, construed, or regarded as being for the benefit or creating any Company obligation, either express or implied, toward any third person or legal entity other than the Customer. The Company's entire liability to any person for interruption or failure of 911 Service shall be limited to the terms specified in this Tariff by statute.

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SECTION 3 - SERVICE DESCRIPTIONS

3.1 **Local Exchange Service:** The Company's Local Telephone Service provides a Customer with the ability to:

- Place or receive calls to any calling Station in the Customer's local calling area, as defined herein;
- Access enhanced Universal Emergency Number 911 Service where available;
- Access the interexchange carrier selected by the Customer for interLATA, intraLATA, interstate or international calling;
- Access Operator Services;
- Access Directory Assistance;
- Place or receive calls to 800/888 telephone numbers;
- Access Telecommunications Relay Service.

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SECTION 3 - SERVICE DESCRIPTIONS (Cont'd)

3.2 Service Offerings

The following Company Services for residence/business Customers are offered in this Tariff:

Residential Packaged Plan (Future Service, Not Currently Available)
Business Local Service
LATA Wide Expanded Local Calling (Residence Only)
Integrated Services Digital Network (ISDN) Primary Rate Interface (PRI) (Future Service, Not Currently Available)
Directory Assistance
Operator Service
Local Calling Service
Main Number Retention
Non Published Service
Blocking/Unblocking
Service Order and Service Change Charges
Directory Listings
Emergency Services Calling

All services offered in this Tariff are subject to service order and service change charges where the Customer requests new services or changes in existing services, as well as indicated Non-Recurring and Monthly Recurring Charges.

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SECTION 3 - SERVICE DESCRIPTIONS (Cont'd)

3.2 Service Offerings (Cont'd)

3.2.1 Residential Packaged Plans

The Company's Residential Packaged Plan includes provision of local dial tone service with unlimited local calling and unlimited long distance service within the domestic United States and Canada.

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3.2.2 Business Packaged Plan

The Company's Business Local Service includes provision of local dial tone service with unlimited local calling.

3.2.3 Integrated Services Digital Network (ISDN) Primary Rate Interface (PRI)

Integrated Services Digital Network (ISDN) is a set of transmission protocols that provides end-to-end digital connectivity and integration of voice, data and video, on a single Customer loop to support a wide variety of services via the public switched network. The Primary Rate Interface (PRI) consists of a 23B+D configuration with 23 64Kbps Bearer (B) digital channels and 1 64Kbps Data (D) digital channel

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SECTION 3 - SERVICE DESCRIPTIONS (Cont'd)

3.2 Service Offerings (Cont'd)

3.2.4 Directory Assistance

Provides for identification of telephone directory numbers, via an operator or automated platform. Customers are provided with a maximum of 2 listings per each call to Directory Assistance.

3.2.5 Operator Service

Provides for live or automated operator treatment when Customer dials "0" or "00". Services include, but are not limited to, bill to originating telephone number, calling-card, collect or to a third party.

3.2.6 Main Number Retention (Number Portability)

Main Number Retention is an optional feature by which a Customer, who was formally a Customer of another certified local exchange carrier at the same premises location, may retain its main telephone numbers and main fax numbers for use with the Company-provided Exchange Services. Main Number Retention service is only available in areas where the Company maintains some form of number retention arrangement with the Customer's former local exchange carrier.

3.2.7 Non Published Service

This service provides for suppression of printed and recorded directory listings.

3.2.8 Blocking Services

This service is a feature that permits customers to restrict access from their telephone to various discretionary services. The Company will offer one time free set up for blocking of all 900 and 900-type services. Subscribers will be given the option for blocking at the time their service is established. The Company will require written requests for unblocking. This service has no monthly or recurring charge.

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SECTION 3 - SERVICE DESCRIPTIONS (Cont'd)

3.2 **Service Offerings** (Cont'd)

3.2.9 Maintenance Visit Charges

Maintenance Visit Charges apply when the Company dispatches personnel to a Customer's premises to perform work necessary for resolving troubles reported by the Customer and the trouble is found to be caused by the Customer's facilities.

Maintenance Visit Charges will be credited to the Customer's account in the event trouble is not found in the Company facilities, but the trouble is later determined to be in facilities.

The time period for which the Maintenance Visit Charges is applied will commence when Company personnel are dispatched at the Customer premises and end when work is completed. The rates for Maintenance of Service vary by time per Customer request.

3.2.10 Directory Listings

For each Customer of Company-provided Exchange Service(s), the Company shall arrange for the listing of the Customer's main billing telephone number in the directory(ies) published by the dominant Local Exchange Carrier in the area at no additional charge. At a Customer's option, the Company will arrange for additional listings for an additional charge.

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SECTION 3 - SERVICE DESCRIPTIONS (Cont'd)

3.2 Service Offerings (Cont'd)

3.2.11 Super-Net Plan Services

The Company offers packaged plans to residence and business Customers. The plans are available on a flat-rate monthly basis as follows:

3.2.11.A Residential Super-Net Package Plan *
The Residential Plan includes the following service components as standard:

Basic Dial Tone
Unlimited Local Calling
Unlimited Domestic U.S and Canada Long Distance **

*Reserved for Future Use

** The Commission does not regulate Long Distance Minutes. Rates for Long Distance Minutes are priced separately outside of this Tariff and are included in this Tariff only for informational purposes as part of the terms and conditions for the Service Plans.

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SECTION 3 - SERVICE DESCRIPTIONS (Cont'd)

3.2 **Service Offerings** (Cont'd)

3.2.11 **Super-Net Plan Services** (cont'd.)

3.2.11.B **Business Super-Net Package Plan**

The Business Package Plan includes the following service components as standard:

- Basic Dial Tone
- Unlimited Local Calling

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SECTION 3 - SERVICE DESCRIPTIONS (Cont'd)

3.2 Service Offerings (Cont'd)

3.2.12 Local Calling Scope

Super-Net Exchange Area	LATA	Exchange Areas in Local Calling Area
Apple Creek	923	Apple Creek, Fredericksburg, Kidron, Orrville, and Wooster
Beach City	325	Beach City, Bolivar, Brewster, Massillon, Navarre, Strasburg, and Wilmot
Brewster	325	Brewster, Beach City, Massillon, Navarre, and Wilmot
Burbank	325	Burbank, Congress, Creston, Lodi, West Salem, and Wooster
Canal Fulton	325	Canal Fulton, Manchester, Massillon, and North Canton
Canton	325	Canton, Beach City, Bolivar, Brewster, Carrollton, Dellroy, Hartville, Louisville, Magnolia-Waynesburg, Malvern, Marlboro, Massillon, Mineral City, Minerva, Navarre, North Canton, Paris
Creston	325	Creston, Burbank, Creston, Seville, Westfield Center, and Wooster
Dalton	325	Dalton, Kidron, Massillon, Orrville, and Wooster
Fredericksburg		Fredericksburg, Apple Creek, Holmesville, Kidron, Millersburg, Wooster
Greensburg	325	Greensburg, Akron, Manchester, Uniontown

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LATA 325 Akron; LATA 923 Lima-Mansfield; LATA 328 Dayton

SECTION 3 - SERVICE DESCRIPTIONS (Cont'd)

3.2 Service Offerings (Cont'd)

3.2.12 Local Calling Scope

Super-Net Exchange Area	LATA	Exchange Areas in Local Calling Area
Manchester	328	Manchester, Akron, Canal Fulton, Greensburg
Massillon	325	Massillon, Beach City, Brewster, Canal Fulton, Canton, Dalton, Navarre, North Canton, Wilmot
Navarre	325	Navarre, Beach City, Brewster, Canton, Massillon
North Canton	325	North Canton, Canal Fulton, Canton, Hartville, Loiusville, Massillon
Orrville	923	Orrville, Apple Creek, Dalton, Kidron, Marshville, Smithville, Wooster
Shreve	923	Shreve, Big Prairie, Holmesville, Millersburg, Nashville, Wooster
Smithville	923	Smithville, Marshallville, Orrville, Rittman, Sterling, Wooster
Wilmot	325	Wilmot, Beach City, Berlin, Brewster, Massillon, Millersburg, Wooster
Wooster	923	Wooster, Apple Creek, Big Prairie, Burbank, Congress, Creston, Dalton, Fredericksburg, Holmesville, Kidron, Marshallville, Orrville, Rittman, Shreve, Smithville, Sterling, West Salem, Wilmot

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SECTION 3 - SERVICE DESCRIPTIONS (Cont'd)

3.3 Service Rates and Charges

3.3.1 Local Exchange Service – Rates and Charges

A Local Exchange Service Customer will be charged applicable Non-Recurring Charges, monthly Recurring Charges as specified in Section 3.

3.3.1.A Non-Recurring Charges

	Residence*	Business
	Max. Rate	Max. Rate
Service Connection Charge, per line	$ 54.00	$ 99.00
Account Change Charge (Changes, Additions per order)	$ 5.00	$ 15.00
Telephone Number Retention, per line	$ 30.00	$ 30.00
Presubscription Change		
• 1st line	$ 5.00	$ 5.00
• -- additional lines per order	$ 1.50	$ 1.50

*Reserved for Future Use

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SECTION 3 - SERVICE DESCRIPTIONS (Cont'd)

3.3 Service Rates and Charges (Cont'd)

3.3.1 Local Exchange Service – Rates and Charges (cont'd)

3.3.1.B Monthly Recurring Charges

Service	Residence * Max. Rate	Business Max. Rate
Super-Net Plan Service Rates	$ 47.95* *	$ 47.95

*Reserved for Future Use

** The Commission does not regulate Long Distance Minutes. Rates for Long Distance Minutes are priced separately outside of this Tariff and are included in this Tariff only for informational purposes as part of the terms and conditions for the Service Plans.

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SECTION 3 - SERVICE DESCRIPTIONS (Cont'd)

3.3 Service Rates and Charges (Cont'd)

3.3.2 Directory Assistance

A Customer may obtain Local Directory Assistance (DA) in determining telephone numbers within its local calling area by calling the Directory Assistance operator. The Customer may request a maximum of two telephone numbers per call to Directory Assistance service without additional charges. Directory Assistance includes the option for call completion to the requested number at an additional charge as specified below. The Call Completion option provides, when selected by the Customer, for the automatic dialing of the requested number.

Each call to Directory Assistance will be charged as follows:

	Max. Rate
Per Call	$ 1.50
Call Completion Charge	$ 1.50

A credit will be given for calls to Directory Assistance as follows:

- The Customer experiences poor transmission or is cut-off during the call; or

- The Customer is given an incorrect telephone number

To obtain such a credit, the Customer must notify Company's Customer Service representative.

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SECTION 3 - SERVICE DESCRIPTIONS (Cont'd)

3.3 Service Rates and Charges (Cont'd)

3.3.3 Operator Assistance

A Customer may obtain the assistance of a local operator to complete local exchange telephone calls in the following manner. In addition to the rates specified in Section 3.1, surcharges as specified in Section 3.3.3.A will apply:

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SECTION 3 - SERVICE DESCRIPTIONS (Cont'd)

3.3 Service Rates and Charges (Cont'd)

3.3.3 Operator Assisted (cont'd)

3.3.3.A. Operator Assisted Surcharges:

The following surcharges will be applied on a per call basis.

	Residence* Max. Rate	Business Max. Rate
Local Assistance	$ 4.00	$ 4.00
Long Distance Assistance	$ 4.00	$ 4.00

3.3.3.B. Busy Line Verification and Interrupt Service: Busy Line Verification and Interrupt Service, which is furnished where and to the extent that facilities permit, provides the Customer with the following options:

3.3.3.B.1. Busy Line Verification: Upon request of the calling party, the Company will determine if the line is clear or in use and report to the calling party.

3.3.3.B.2. Busy line Verification with Interrupt: The operator will interrupt the call on the called line only if the calling party indicates an emergency and requests interruption. The operator will then interrupt the call, advising the called party the name of the calling party.

*Reserved for Future Use

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SECTION 3 - SERVICE DESCRIPTIONS (Cont'd)

3.3 Service Rates and Charges (Cont'd)

3.3.3 Operator Assisted (cont'd)

3.3.3.C. Rates: Rates for Busy Line Verification and Interrupt Service, as specified below, will apply under the following circumstances:

Per Request

	Residence* Max. Rate	Business Max. Rate
Busy Line Verification	$ 3.00	$ 3.00
Busy Line Interrupt	$ 3.00	$ 3.00

*Reserved for Future Use

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SECTION 3 - SERVICE DESCRIPTIONS (Cont'd)

3.3 Service Rates and Charges (Cont'd)

3.3.4 Directory Listings

The Company shall provide a single directory listing, termed the primary listing, in the telephone directory published by the local exchange provider in the Customer's exchange area of the Station number which is designated as the Customer's main billing number. Directory listing of additional Company Station numbers, other than the Customer's main billing number, associated with a Customer's service will be provided for an additional monthly recurring charge per listing.

3.3.4.A. The Company reserves the right to limit the length of any listing in the directory by the use of abbreviations when, in its judgment, the clearness of the listing or the identification of the Customer is not impaired thereby. When more than one line is required to properly list the Customer, no additional charge is made.

3.3.4.B. The Company may refuse a listing which is known not to constitute a legally authorized or adopted name, contains obscenities in the name, or any listing which, in the opinion of the Company, is likely to mislead or deceive calling persons as to the identity of the listed party, or is a contrived name used for advertising purposes or to secure a preferential position in the directory or is more elaborate than is reasonable necessary to identify the listed party. The Company, upon notification to the Customer, will withdraw any listing, which is found to be in violation of its rules with respect thereto.

3.3.4.C. Each listing must be designated Government, Business, or Residence to be placed in the appropriate section of the directory. In order to aid the user of the directory, and to avoid misleading or deceiving the calling party as to the identity of the listed party, only business listings may be placed in the Business Section and only residential listing in the Residential Section. The Company, upon notification to the Customer, will withdraw any listing that is found to be in violation of its rules with respect thereto.

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SECTION 3 - SERVICE DESCRIPTIONS (Cont'd)

3.3 Service Rates and Charges (Cont'd)

3.3.4 Directory Listings, (cont'd)

3.3.4.D. In order for listing to appear in an upcoming directory, the Customer must furnish the listing to the Company in time to meet the directory publishing schedule.

3.3.4.E. Directory listings are provided in connection with each Customer service as specified herein.

3.3.4.E.1 Primary Listing: A primary listing contains the name of the Customer, or the name under which a business is regularly conducted, as well as the address and telephone number of the Customer. The listing is provided at no additional charge.

3.3.4.E.2. Additional Listings: In connection with local exchange service, additional listings are available only in the name of Authorized Users of the Customer's service, as defined herein. Rates for additional listings are specified in Section 3.3.4.E.8 and 3.3.4.E.9.

3.3.4.E.3. Nonpublished Listings: Listings that are not printed in directories or available from Directory Assistance. A Nonpublished Telephone Service will be furnished, at the Customer's request providing the omission or deletion of the Customer's telephone listing from the telephone directory and, in addition, the Customer's telephone listing will be omitted or deleted from the directory assistance records, subject to the provisions set forth in Section 2.1.4. Rates for Nonpublished Listings are specified in Sections 3.3.4.E.8 and 3.3.4.E.9.

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SECTION 3 - SERVICE DESCRIPTIONS (Cont'd)

3.3 Service Rates and Charges (Cont'd)

3.3.4 Directory Listings, (cont'd)

3.3.4.E. (cont'd)

3.3.4.E.4. Nonlisted Numbers: A Nonlisted number will be furnished at the Customer's request, providing for the omission or deletion of the Customer's listing from the telephone directory. Such listings will be carried in the Company's directory assistance and other records will be given to any calling party. Rates for Nonlisted Numbers are specified in Sections 3.4.5.8 and 3.4.5.9.

3.3.4.E.5. Foreign Listings: Where available, a listing in a phone directory which is not in the Customer's immediate calling area. The Customer will be charged the rates specified in the tariffed published by the specific exchange carrier providing the Foreign Listings.

3.3.4.E.6. Alternate Call Listings: Where available, a listing that references a telephone number that is not the primary listing for the Customer. The Customer must provide written verification that the alternate telephone number is authorized to accept calls.

3.3.4.E.7. Reference Listing: A listing including additional telephone numbers of the same or another Customer to be called in the event there is not an answer from the Customer's telephone. Charges for reference listings are specified in Section 3.3.4.E.8 and 3.3.4.E.9.

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SECTION 3 - SERVICE DESCRIPTIONS (Cont'd)

3.3 Service Rates and Charges (Cont'd)

3.3.4 Directory Listings, (cont'd)

3.3.4.E. (cont'd)

3.3.4.E.8. Recurring Charges: Monthly Recurring Charges associated with Directory Listings are as follows:

	Per Listing or Per Number Charge Max. Rate
Primary Listing	N/C
Additional Listing	$ 4.00
Foreign, Alternate, and Reference Listings	$ 4.00
Non-Listed Number	$ 4.00
Non-Published Number	$ 4.00

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SECTION 3 - SERVICE DESCRIPTIONS (Cont'd)

3.3 **Service Rates and Charges** (Cont'd)

3.3.4 **Directory Listings** (cont'd)

3.3.4.E. (cont'd)

3.3.4.E.9. Non-Recurring Charges: Non-Recurring charges associated with Directory Listings are as follows:

	Per Listing or Per Number Charge Max. Rate
Primary Listing	N/C
Additional Listing	$ 15.00
Foreign, Alternate, and Reference Listings	$ 15.00
Non-Listed Number	$ 20.00
Non-Published Number	$ 20.00

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SECTION 3 - SERVICE DESCRIPTIONS (Cont'd)

3.3 Service Rates and Charges (Cont'd)

3.3.5 Integrated Services Digital Network (ISDN) Primary Rate Interface (PRI) Charges:

ISDN Direct is a local exchange telecommunications service that provides Customer access to Circuit Switched Voice, Circuit Switched Data, and Packet Switched Data Services. ISDN Direct consists of a Network Access Line, an ISDN Direct CO Termination, and individual ISDN Direct services. Individual ISDN Direct services require the use of the Network Access Line and the Direct CO Termination components. Each ISDN Direct "B" and "D" channel service includes one telephone number. ISDN Direct utilizes a basic rate interface which consists of two B channels operating at 64 Kbps and one D channel operating at 16 Kbps. A maximum of 8 services are permitted per ISDN Direct service, including a maximum of two B channel services. A variety of standard and optional features and capabilities are offered.

The availability and functions of the features may vary by serving central office. Service is offered on an Individual Case Basis.

3.3.5.A. Non-Recurring

	Residence Max. Rate	Business Max. Rate
Order Charge	Reserved for Future Use	
Service Change Charge		
PRI Reconfiguration Charge		
Change in D Channel Configuration		

3.3.5.B. Monthly Recurring

Standard Pricing Components	Max. Rate
PRI Arrangement (23B + D)	Reserved for Future Use
PRI Arrangement (24B)	

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SECTION 3 - SERVICE DESCRIPTIONS (Cont'd)

3.3 Service Rates and Charges (Cont'd)

3.3.6 Individual Case Basis (ICB) Arrangements

General Description: Specialized Service or Arrangements are those, which are not offered under other sections of this Tariff. Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer. The facilities utilized to provide these services are of a type normally used by the Telephone Company in furnishing its other services and shall be comparable with other Telephone Company services, and its engineering and maintenance practices. The requested service or arrangement is subject to the availability of the necessary Telephone Company personnel and capital resources.

Rate Regulations: Rates quoted in response to requests may be different than those specified for such services in this Tariff. The Customer has one hundred and eighty (180) days after receiving the ICB rates to order the service requested at the quoted rates. ICB arrangements will be reduced to writing in a contract filed with and approved by the Commission.

Temporary Promotional Programs: The Company may establish temporary promotional programs wherein it may waive or reduce non-recurring or recurring charges, to introduce present or potential Customers to a service not previously received by the Customers.

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SECTION 3 - SERVICE DESCRIPTIONS (Cont'd)

3.3 Service Rates and Charges (Cont'd)

3.3.7 Special Promotions

The Carrier may from time to time engage in special promotional trial service offerings of limited duration (not to exceed ninety days on a per Customer basis for non-optional, recurring charges) designed to attract new subscribers or to increase subscriber awareness of a particular Tariff offering. Requests for promotional offerings will be presented to the Commission for its review in accordance with rules and regulations established by the Commission, and will be included in the Carrier's Tariff as an addendum to the Carrier's price lists. All promotions are offered on a non-discriminatory basis.

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SECTION 3 - SERVICE DESCRIPTIONS (Cont'd)

3.4 Exchange Area Service and Associated Local Calling Areas

3.4.1. Exchange Area Boundaries and Maps

The administration of exchange area boundaries shall be in accordance with Exhibit A, Boundaries, associated with Rule 4901;1-3-06 of the Code of Rules and Regulations of The Public Utilities Commission of Ohio, in which the Telephone Company concurs.

3.4.4 List of Local Access and Transport Areas

The LATA's and the associated exchanges are as follows:

3.4.4.A.

Super-Net	OTHER TEL. COS	LATA
Apple Creek	Embarq fka United Telephone	923
Beach City	Verizon North, Inc. fka GTE North, Inc.	325
Brewster	Verizon North, Inc. fka GTE North, Inc.	325
Burbank	Verizon North, Inc. fka GTE North, Inc.	325
Canal Fulton	AT&T, Inc. fka Ameritech	325
Canton	AT&T, Inc. fka Ameritech	325
Creston	Verizon North, Inc. fka GTE North, Inc.	325
Dalton	Verizon North, Inc. fka GTE North, Inc.	325
Fredericksburg	Embarq fka United Telephone	923
Greensburg	Verizon North, Inc. fka GTE North, Inc.	325
Manchester	AT&T, Inc. fka Ameritech	328
Massillon	AT&T, Inc. fka Ameritech	325
Navarre	AT&T Inc. fka Ameritech	325
North Canton	AT&T, Inc. fka Ameritech	325
Orrville	Embarq fka United Telephone	923
Shreve	Embarq fka United Telephone	923
Smithville	Embarq fka United Telephone	923
Wilmot	Verizon North, Inc. fka GTE North, Inc.	325
Wooster	Embarq fka United Telephone	923

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ADDENDUM A

EFFECTIVE PRICE LIST

APPLYING TO

LOCAL EXCHANGE SERVICE

WITHIN THE STATE OF OHIO

Issued: Effective:

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Super-Net, Inc.
Local Exchange Services
P.U.C.O. No.1
Effective Price List

PRICE LIST

1. Local Exchange Service

A) Non-Recurring Charges	Business
Service Connection Charge (per line)	$ 99.00
Account Change Charge	$ 15.00
Telephone Number Retention	$ 30.00
Telephone Number Change Charge	$ 20.00
Presubscription Change (all switched network access)	
• 1st line	$ 5.00
• -- additional lines per order	$ 1.50

B) Monthly Recurring Charges	Business
1.) Service Rates	$ 47.95
2.) 911 Fee	$ 0.12

2. Directory and Operator Assistance

		Business
Each call to Directory Assistance will be charged as follows:	Per Local Call	$ 0.50
	Per Long Distance Call	$ 1.00
Local or Long Distance Call Assistance		$ 4.00
Busy Line Verification		$ 3.00
Busy Line Interrupt		$ 3.00

3. Directory Listings

A) Monthly Recurring Charges	Business
Primary Listing	N/C
Additional Listing	$ 2.35
Foreign, Alternate, and Reference Listings	$ 2.35
Non-Listed Number	$ 1.10
Non-Published Number	$ 1.10

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PRICE LIST, (Cont'd)

4. Integrated Services Digital Network (ISDN) Primary Rate Interface (PRI) Charges

A) Basic Charges

	Non-Recurring	
	Residence	Business
Order Charge	Reserved for Future Use	
Service Change Charge		
PRI Reconfiguration Charge		
Change in D Channel Configuration		

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Super-Net, Inc.

REGULATIONS AND SCHEDULE OF INTRASTATE ACCESS CHARGES

This Tariff describes generally the regulations and rates applicable to the provision of Intrastate Access Services. Service is provided by Super-Net, Inc. with principle offices at 814 Cable Court N.W., Massillon, Ohio 44648. 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.

Original Page No. 2

CHECK SHEET

Pages 1 through 52 of this Tariff are effective as of the date shown. Original and revised pages as named below contain all changes that are in effect on the date hereof.

Page	Number of Revision Except as Indicated	Page	Number of Revision Except as Indicated	Page	Number of Revision Except as Indicated
Title	Original				
2	Original	42	Original		
3	Original	43	Original		
4	Original	44	Original		
5	Original	45	Original		
6	Original	46	Original		
7	Original	47	Original		
8	Original	48	Original		
9	Original	49	Original		
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11	Original	51	Original		
12	Original	52	Original		
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Super-Net, Inc.
814 Cable Court, NW
Massillon, OH 44648

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RATES AND CHARGES	Section 7

Super-Net, Inc.
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Massillon, OH 44648

CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

EXPLANATION OF SYMBOLS

(C) To signify changed regulation
(D) To signify discontinued rate or regulation
(I) To signify rate increase
(M) To signify matter relocated without change
(N) To signify new rate or regulation
(R) To signify rate reduction
(S) To signify reissued matter
(T) To signify a change in text but no change in rate or regulation
(Z) To signify a correction

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SECTION 1 - GENERAL REGULATIONS

1.1 APPLICATION OF TARIFF

This Tariff contains regulations, rates and charges applicable to the provision of access services by Super-Net, Inc. to Customers.

The provision of service by the Company as set forth in this Tariff does not constitute a joint undertaking with the Customer for the furnishing of any service.

SECTION 1 - GENERAL REGULATIONS

1.2 DEFINITIONS

ACCESS CODE - Denotes a uniform code assigned by the Company to an individual Customer. The code has the form 101XXXX, 950-0XXX, or 950-1XXX.

ACCESS MINUTES - Denotes that usage of exchange facilities in intrastate service for the purpose of calculating chargeable usage.

ACCESS TANDEM - A switching system that provides a traffic concentration and distribution function for originating or terminating traffic between end offices and a Customer's premises.

ANSWER SUPERVISION - The transmission of the switch trunk equipment supervisory signal (off-hook or on-hook) to the Customer's point of termination as an indication that the called party has answered or disconnected.

CALL - A Customer attempt for which the complete address code is provided to the service end office.

CARRIER OR COMMON CARRIER - Any individual, partnership, association, corporation or other entity engaged in intrastate communication for hire by wire or radio between two or more exchanges.

CENTRAL OFFICE - A local Company switching system where exchange service customer station loops are terminated for purposes of interconnection to each other and to trunks.

CHANNEL - A communications path between two or more points of termination.

COMMUNICATIONS SYSTEM - Denotes channels and other facilities which are capable of communications between terminal equipment provided by other than the Company.

COMPANY – Super-Net, Inc.

CUSTOMER - Any individual, partnership, association, corporation or other entity which subscribes to the services offered under this Tariff, including both Interexchange Carriers and End Users.

CUSTOMER DESIGNATED PREMISES - The premises specified by the Customer for termination of Access Services.

DUAL TONE MULTIFREQUENCY (DTMF) - Tone signaling, also known as touch tone signaling.

END OFFICE SWITCH - A Company switching system where exchange service customer station loops are terminated for purposes of interconnection to each other and to trunks.

1.2 DEFINITIONS, (Cont'd)

END USER - Any customer of an intrastate telecommunications service that is not a Carrier or Common Carrier, except that a Carrier shall be deemed to be an End User when such Carrier uses a telecommunications service for administrative purposes. A person or entity that offers telecommunications service exclusively as a reseller shall be deemed to be an End User if all resale transmissions offered by such reseller originate on the premises of such reseller when making such service available to others, directly or indirectly.

ENTRY SWITCH - First point of switching.

EXCHANGE - A group of lines in a unit generally smaller than a LATA established by the Company for the administration of communications service in a specified area. An Exchange may consist of one or more central offices together with the associated facilities used in furnishing communications service within that area.

FACILITIES - Denotes any cable, poles, conduit, carrier equipment, wire center distribution frames, central office switching equipment, etc., utilized to provide the service offered under this Tariff.

FIRST POINT OF SWITCHING - The first Company location at which switching occurs on the terminating path of a call proceeding from the Customer premises to the terminating end office and, at the same time, the last Company location at which switching occurs on the originating path of a call proceeding from the originating end office to the Customer premises.

INTERSTATE COMMUNICATIONS - Any communications with that crosses over a state boundary. Interstate Communications includes interstate and international communications.

INTRASTATE COMMUNICATIONS - Any communication which originates and terminates within the same state and is subject to oversight by a state regulatory commission as provided by the laws of the state involved.

LOCAL ACCESS AND TRANSPORT AREA (LATA) - A geographic area established for the provision and administration of communications service. A LATA encompasses designated exchanges, which are grouped to serve common social, economic and other purposes.

LOCAL CALLING AREA - A geographical area, as defined in the Company's local or general exchange service Tariff in which an End User may complete a call without incurring toll usage charges.

MESSAGE - A Message is a Call as defined above.

OFF-HOOK - The active condition of Switched Access Service or a telephone exchange line.

SECTION 1 - GENERAL REGULATIONS, (Cont'd)

1.2 DEFINITIONS, (Cont'd)

ON-HOOK - The idle condition of Switched Access Service or a telephone exchange line.

ORIGINATING DIRECTION - The use of Switched Access Service for the origination of calls from an End User premises to a carrier's premises.

POINT OF TERMINATION - The point of demarcation within a customer-designated premises at which the Company's responsibility for the provision of access service ends. The point of demarcation is the point of interconnection between Company communications facilities and customer-provided facilities as defined in Part 68 of the Federal Communications Commission's Rules and Regulations.

PREMISES - A building or buildings on contiguous property, not separated by a public highway or right-of-way.

SERVING WIRE CENTER - The wire center from which the Customer-designated premises normally obtains dial tone from the Company.

SPECIAL ACCESS CIRCUIT - The physical pathway for transmission of information between a dedicated originating point and a dedicated terminating point.

TERMINATING DIRECTION - The use of Switched Access Service for the completion of calls from a carrier's premises to an End User premises.

TRANSMISSION PATH - An electrical path capable of transmitting signals within the range of the service offering. A transmission path is comprised of physical or derived facilities consisting of any form or configuration of plant used in the telecommunications industry.

TRUNK - A communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

TRUNK GROUP - A set of trunks which are traffic engineered as a unit for the establishment of connections between switching systems in which all of the communications paths are interchangeable.

WIRE CENTER - A physical location in which one or more central offices, used for the provision of exchange services, are located.

SECTION 1 - GENERAL REGULATIONS, (Cont'd)

1.3 UNDERTAKING OF THE COMPANY

The Company shall be responsible only for the installation, operation and maintenance of service, which it provides and does not undertake to transmit messages under this Tariff.

Services provided under this Tariff are provided 24 hours a day, seven days per week, unless otherwise specified in applicable sections of this Tariff.

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SECTION 2 - RULES AND REGULATIONS

2.1 USE OF FACILITIES AND SERVICE

2.1.1 Use of Service

A) Service may be used for any lawful purpose by the Customer or by any End User.

B) The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code. All right, title and interest to such items remain, at all times, solely with the Company.

C) Recording of telephone conversations of service provided by the Company under this Tariff is prohibited except as authorized by applicable federal, state and local laws.

D) Any service provided under this Tariff may be resold to or shared (jointly used) with other persons at the Customer's option. The Customer remains solely responsible for all use of service ordered by it or billed to its account(s) pursuant to this Tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The Customer may advise its customers that a portion of its service is provided by the Company, but the Customer shall not represent that the Company jointly participates with the Customer in the provision of the service.

1. Service may be used for any lawful purpose by the Customer or by any End User.

2. The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code. All right, title and interest to such items remain, at all times, solely with the Company.

3. Recording of telephone conversations of service provided by the Company under this Tariff is prohibited except as authorized by applicable federal, state and local laws.

SECTION 2 - RULES AND REGULATIONS, (Cont'd)

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.2 Limitations

A) Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this Tariff. The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available. The Company may discontinue furnishing service in accordance with the terms of this Tariff.

B) The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control (examples of these conditions are more fully set forth elsewhere in this Tariff), or when service is used in violation of provisions of this Tariff or the law.

C) The Company does not undertake to transmit messages, but offers the use of its service when available, and, as more fully set forth elsewhere in this Tariff, shall not be liable for errors in transmission or for failure to establish connections.

D) The Company reserves the right to discontinue service, limit service, or to impose requirements as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material affect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgment.

E) The Company reserves the right to refuse an application for service made by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this Tariff until the indebtedness is satisfied.

2.1.3 Customer-Authorized Use

Any service provided under this Tariff may be resold to or shared (jointly used) with other persons at the Customer's option. The Customer remains solely responsible for all use of service ordered by it or billed to its telephone number(s) pursuant to this Tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The Customer may advise its customers that a portion of its service is provided by the Company, but the Customer shall not represent that the Company jointly participates with the Customer in the provision of the service.

SECTION 2 - RULES AND REGULATIONS, (Cont'd)

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.4 Use and Ownership of Equipment

The Company's equipment, apparatus, channels and lines shall be carefully used. Equipment furnished by the Company shall remain its property and shall be returned to the Company whenever requested, within a reasonable period following the request, in good condition (subject to reasonable wear and tear). The Customer is required to reimburse the Company for any loss of, or damage to, the facilities or equipment on the Customer's premises, including loss or damage caused by agents, employees or independent contractors of the Customer through any negligence.

2.2 MINIMUM PERIOD OF SERVICE

The minimum period for which services are provided and for which rates and charges are applicable is one month unless otherwise specified. When a service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the service is used or not.

SECTION 2 - RULES AND REGULATIONS, (Cont'd)

2.3 PAYMENT FOR SERVICE RENDERED

2.3.1 Service is provided and billed on a monthly basis. Bills are due and payable upon receipt. In the event that the Company incurs fees or expenses, including attorney's fees, collecting, or attempting to collect, any charges owed to the Company, the Company may charge the Customer all such fees and expenses reasonably incurred, including a collection fee on the overdue charges accruing at the rate of 1.5% per month or the highest rate allowed by law, whichever is lower. Collection fees on overdue charges shall begin to accrue when the Account is assigned to an outside collection agency. Such collection fees are separate and distinct from attorney's fees and other costs incurred in collecting charges owed to the Company.

2.3.2 The Customer is responsible for payment of all charges for service furnished to the Customer, or the Customer's agents, End Users or customers. All charges due by the Customer are payable to the Company or to the Company's authorized billing agent. Any objections to billed charges must be reported promptly to the Company in accordance with Section 2.6 following.

2.3.3 The Company reserves the right to assess a charge of $20.00 whenever a check or draft presented for payment of service is not accepted by the institution upon which it is written. The foregoing shall not limit the Company's right to discontinue service for returned checks or drafts under Section 2.9.1 below.

2.3.4 Application of Late Payment Charge

Late payment charges do not apply to final accounts.

SECTION 2 - RULES AND REGULATIONS, (Cont'd)

2.4 DEPOSITS

2.4.1 The Company reserves the right to examine the credit record of the Customer. If the Customer's financial condition is unknown or unacceptable to the Company, the Customer may be required to provide the Company with a security deposit which the Company may apply against overdue charges. The amount of the security deposit shall be equal to two month's estimated usage but may vary with the Customer's credit history and projected usage. The Customer shall be apprised that after one year of service the Account shall be reviewed, and in the event that all amounts due have been paid within the terms and conditions of this Tariff, the deposit shall be refunded in full. If subsequent payment or usage patterns change, the Company may request an increase in or resubmission of the security deposit as appropriate. The Company may also require a security deposit before service is restored (along with the payment of overdue charges) from the Customer whose service has been discontinued for nonpayment of overdue charges. Such security deposit may be based on a new credit history (taking into account the discontinuance of service) and estimates of usage.

2.4.2 The fact that a security deposit has been made in no way relieves the Customer from the prompt payment of bills upon presentation.

2.4.3 If the amount of a deposit is proven to be less than required to meet the requirements specified above, the Customer shall be required to pay an additional deposit upon request.

2.4.4 When a deposit is to be returned, the Customer may request that the full amount of the deposit be issued by check. If the Customer requests that the full amount be credited to amounts owed the Company, the Company will apply the deposit to any amount currently owed to the Company, and return any remaining amount of the deposit to the Customer by check.

SECTION 2 - RULES AND REGULATIONS, (Cont'd)

2.5 ADVANCE PAYMENTS

The Company reserves the right to require an advance payment from the Customer instead of or in addition to a security deposit. The advance payment shall be in an amount equal to or less than estimated installation charges plus two months estimated billing.

2.6 DISPUTED BILLS

In the case of a billing dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled with mutual satisfaction, the Customer may, within 30 days of the date of the bill containing the disputed amount, request an in-depth investigation and review of the disputed amount. The Company shall comply with the request. (The undisputed portion and subsequent bills must be paid on a timely basis or service shall be subject to cancellation under Section 2.8 following). The Company shall communicate to the Customer the results of such investigation and review as soon as reasonably possible. If the dispute notification is not made within 30 days of the bill date, the bill will be considered final.

2.7 INSPECTION, TESTING AND ADJUSTMENT

2.7.1 The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the terms and conditions of this Tariff are being complied with in the installation, operation or maintenance of the Customer's or the Company's facilities or equipment. The Company may interrupt service at any time, without penalty or liability, due to the departure from or reasonable suspicion of the departure from any of these terms and conditions.

2.7.2 The Customer shall be responsible for making arrangements or obtaining permission for safe and reasonable access for Company employees or agents of the Company to enter the premises of the Customer or any joint user or customer of the Customer at any reasonable hour for the purpose of inspecting, repairing, testing or removing any part of the Company's facilities.

2.7.3 Upon reasonable notice, the facilities or equipment provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary for their maintenance in a condition satisfactory to the Company. No interruption allowance shall be granted for the time during which such tests and adjustments are made, unless such interruption exceeds twenty-four hours in length and is requested by the Customer.

2.8 SUSPENSION OR TERMINATION OF SERVICE

2.8.1 Suspension or Termination for Nonpayment

In the event that any bill rendered or any deposit required is not paid, the Company may suspend service or terminate service until the bill or the required deposit has been paid. If service is suspended or terminated for nonpayment, the Customer must remit a Connection Charge as well as any payment due and any applicable deposits prior to re-connection.

Suspension or termination shall not be made until:

A) At least 10 days after written notification has been served personally on the Customer, or at least 20 days after written notification has been mailed to the billing address of the Customer or;

B) At least 10 days after the Customer has either signed for or refused a registered letter containing written notification mailed to the billing address of the Customer.

Access service shall not be suspended or terminated for nonpayment on weekends, public holidays, other federal and state holidays proclaimed by the President or the Governor, or on days when the main business office of the Company is not open for business.

2.8 SUSPENSION OR TERMINATION OF SERVICE, (Cont'd)

2.8.2 Exceptions to Suspension and Termination

Access service shall not be suspended or terminated for:

A) Nonpayment of bills rendered for charges other than access service or deposits requested in connection with access service;

B) Nonpayment for service for which a bill has not been rendered;

C) Nonpayment for service which have not been rendered;

D) Nonpayment of any billed charge which is in dispute or for the nonpayment of a deposit which is in dispute during the period before a determination of the dispute is made by the Company in accordance with Company's complaint handling procedures.

E) Access service may be suspended or terminated for nonpayment of the undisputed portion of a disputed bill or deposit if the Customer does not pay the undisputed portion after being asked to do so.

SECTION 2 - RULES AND REGULATIONS, (Cont'd)

2.8 SUSPENSION OR TERMINATION OF SERVICE, (Cont'd)

2.8.3 Verification of Nonpayment

Access service shall not be suspended or terminated for nonpayment of a bill rendered or a required deposit unless The Company has verified, in a manner approved by the Commission, that payment has not been received at any office of the Company or at any office of an authorized collection agent through the end of the period indicated in the notice.

SECTION 2 - RULES AND REGULATIONS, (Cont'd)

2.8 SUSPENSION OR TERMINATION OF SERVICE, (Cont'd)

2.8.4 Termination For Cause Other Than Nonpayment

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. The Company shall have the right to take immediate action, including termination of the service and severing of the connection, without notice to the Customer when injury or damage to telephone personnel, plant, property or service is occurring, or is likely to occur, or

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 within 20 days after written notification.

2.8 SUSPENSION OR TERMINATION OF SERVICE, (Cont'd)

2.8.4 Termination For Cause Other Than Nonpayment, (cont'd)

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. 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 access service.

2. In the event that access 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.

2.8 SUSPENSION OR TERMINATION OF SERVICE, (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.

2.8 SUSPENSION OR TERMINATION OF SERVICE, (Cont'd)

2.8.5 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.

2.9 OBLIGATIONS OF THE CUSTOMER

2.9.1 Damages

The Customer shall reimburse the Company for damages to Company facilities utilized to provide services under this Tariff caused by the negligence or willful act of the Customer, or resulting from improper use of the Company's facilities, or due to malfunction of any facilities or equipment provided by other than the Company, except that no Customer shall be liable for another Customer's actions.

2.9.2 Ownership of Facilities

Facilities utilized by the Company to provide service under the provisions of this Tariff shall remain the property of the Company. Such facilities shall be returned to the Company by the Customer, whenever requested, within a reasonable period following the request in as good condition as reasonable wear permits.

2.9 OBLIGATIONS OF THE CUSTOMER, (Cont'd)

2.9.3 Equipment Space and Power

The Customer shall furnish to the Company, at no charge, equipment space and electrical power required by the Company to provide services under this Tariff at the points of termination of such services. The selection of AC or DC power shall be mutually agreed to by the Customer and the Company. The Customer shall make necessary arrangements in order that the Company will have access to such spaces at reasonable times for installation, testing, repair, maintenance or removal of Company service.

2.9.4 Testing

The services provided under this Tariff shall be made available to the Company at mutually agreed upon times in order to permit the Company to test, adjust and maintain the services in satisfactory operating condition. No credit will be allowed for any interruption during such tests and adjustments.

2.9.5 Design of Customer Services

The Customer shall be responsible for its own expense for the overall design of its services and for any redesigning or rearrangements of its services which may be required because of changes in facilities, operations or procedures of the Company, minimum protection criteria or operating or maintenance characteristics of the facilities.

2.9.6 Network Contingency Coordination

The Customer shall, in cooperation with the Company, coordinate in planning the actions to be taken to maintain maximum network capability following natural or man-made disasters which affect telecommunications service.

2.9 OBLIGATIONS OF THE CUSTOMER, (Cont'd)

2.9.7 Jurisdictional Reports

For Switched Access services, the Company will use the percentage of intrastate originating feature group D usage to determine the Percent of Intrastate Usage (PIU) to apply to all other switched access services provided by the Company to the Customer.

For Switched Access services for which the Company cannot determine the jurisdictional nature of Customer traffic and its related access minutes, the Company reserves the right to require the Customer to provide a projected estimate of its traffic, split between the interstate and intrastate jurisdictions. The Customer shall upon ordering service, and annually thereafter, report the percentage of intrastate use and such report will be used for billing purposes until the Customer reports a different projected intrastate percentage for a working trunk group. When the Customer adds trunks to or removes trunks from an existing group, the Customer shall furnish a revised projected intrastate percentage that applies to the total trunk group. The revised report will serve as the basis for future billing and will be effective on the next bill date.

No pro-rating or back-billing will be done based on the report. The Company may require call detail records to substantiate projected intrastate usage provided to the Company. In the event that the required jurisdictional report is not provided, the Company recorded or estimated percentage of intrastate usage will be applied to the bill.

The Company may request this detailed information annually. If the audit results represent a substantial deviation from the Customer's previously reported PIU for the period upon which the audit was based, the call detail records may be requested more than once annually.

2.9 OBLIGATIONS OF THE CUSTOMER, (Cont'd)

2.9.8 Mixed Interstate and Intrastate Access Service

When mixed interstate and intrastate Access Service is provided, all charges, including nonrecurring charges, usage charges, and optional features, will be prorated between interstate and intrastate. The percentage provided in the reports as set forth in 2.9.7 will serve as the basis for prorating the charges. The percentage of an Access Service to be charged as intrastate is applied in the following manner:

A) For nonrecurring chargeable rate elements, multiply the percent intrastate use times the quantity of chargeable elements times the state Tariff rate per element.

B) For usage sensitive chargeable rate elements, multiply the percent intrastate use times actual use (measure or Company assumed average use) times the stated rate.

SECTION 2 - RULES AND REGULATIONS, (Cont'd)

2.10 AUTOMATIC NUMBER IDENTIFICATION

2.10.1 General

This option provides the automatic transmission of a seven or ten digit number and information digits to the Customer's premises for calls originating in the LATA, to identify the calling station. The ANI feature, which is a software function, will be associated on a call-by-call basis with (1) all individual transmission paths in a trunk group routed directly between an end office and a Customer's premises or, where technically feasible, with (2) all individual transmission paths in a trunk group between an access tandem and a Customer's premises.

Additional ANI information digits are available with Feature Group D only. These information digits will be transmitted as agreed to by the Customer and the Company.

2.10.2 Up to 7 Digit Out-pulsing of Access Digits to Customer

This Option provides for the end office capability of providing up to 7 digits of the uniform access code (950-10XX) to the Customer premises. The Customer can request that only some of the digits in the access code be forwarded. The access code digits would be provided to the Customer premises location using multi-frequency signaling, and transmission of the digits would precede the forwarding of ANI if that feature were provided. It is available with Feature Group B.

SECTION 2 - RULES AND REGULATIONS, (Cont'd)

2.10 AUTOMATIC NUMBER IDENTIFICATION (Cont'd)

2.10.3 Regulations

The Company will provide Automatic Number Identification (ANI) associated with an intrastate service, by Tariff, to any entity (ANI recipient), only under the following terms and conditions:

A) The ANI recipient or its designated billing agent may use or transmit ANI information to third parties for billing and collection, routing, screening, ensuring network performance, and completion of a telephone subscriber's call or transaction, or for performing a service directly related to the telephone subscriber's original call or transaction, or for performing a service directly related to the telephone subscriber's original call or transaction.

B) The ANI recipient may offer to any telephone subscriber with whom the ANI recipient has an established Customer relationship, a product or service that is directly related to products or service previously purchased by the telephone subscriber from the ANI recipient.

C) The ANI recipient or its designated billing agent is prohibited from utilizing ANI information to establish marketing lists or to conduct outgoing marketing calls, except as permitted by the preceding paragraph, unless the ANI recipient obtains the prior written consent of the telephone subscriber permitting the use of ANI information for such purposes. The foregoing provisions notwithstanding, no ANI recipient or its designated billing agent may utilize ANI information if prohibited elsewhere by law.

SECTION 2 - RULES AND REGULATIONS, (Cont'd)

2.10 AUTOMATIC NUMBER IDENTIFICATION, (Cont'd)

2.10.3 Regulations (cont'd)

D) The ANI recipient or its designated billing agent is prohibited from reselling, or otherwise disclosing ANI information to any other third party for any use other than those listed in Provision A, unless the ANI recipient obtains the prior written consent of the subscriber permitting such resale or disclosure.

E) Telephone Corporations must make reasonable efforts to adopt and apply procedures designed to provide reasonable safeguards against the aforementioned abuses of ANI.

F) Violation of any of the foregoing terms and conditions by any ANI recipient other than a Telephone Corporation shall result, after a determination through the Commission's complaint process, in suspension of the transmission of ANI by the Company until such time as the Commission receives written confirmation from the ANI recipient that the violations have ceased or have been corrected. If the Commission determines that there have been three or more separate violations in a 24 month period, delivery of ANI to the offending party shall be terminated under terms and conditions determined by the Commission.

G) The ten digit ANI telephone number is only available with Feature Group D. The ten digit ANI telephone number consists of the Numbering Plan Area (NPA) plus the seven digit ANI telephone number. The ten digit ANI telephone number will be transmitted on all calls except in the case of ANI failure, in which case only the NPA will be transmitted (in addition to the information digit described below).

SECTION 2 - RULES AND REGULATIONS, (Cont'd)

2.10 AUTOMATIC NUMBER IDENTIFICATION, (Cont'd)

2.10.3 Regulations, (cont'd)

H) Where ANI cannot be provided, information digits will be provided to the Customer.

The information digits identify: (1) telephone number is the station billing number - no special treatment required, (2) ANI failure has occurred in the end office switch which prevents identification of calling telephone number - must be obtained by operator or in some other manner. The ANI telephone number is the listed telephone number of the Customer and is not the telephone number of the calling party.

2.10.4 Terms and Conditions

Violation of any of the foregoing terms and conditions by a Telephone Corporation may result in Commission prosecution of penalty and enforcement.

2.11 DETERMINATION OF MILEAGE

Service for which rates are mileage sensitive are rated on the airline distance between the Company's switch location and Customer-designated premises or the end office of the Customer-designated premises.

SECTION 2 - RULES AND REGULATIONS, (Cont'd)

2.12 CALCULATION OF MILEAGE

Airline mileage, where mileage is the basis for rating calls, is obtained by using the "V" and "H" coordinates assigned to each rate center and contained in NECA FCC Tariff No. 4 or successor Tariffs. To determine the airline distance between any two locations, proceed as follows:

a. Obtain the "V" and "H" coordinates for each location. The "V" coordinate is the first four digits in the "VH" column. The "H" coordinate is the next four digits.

b. Obtain the difference between the "V" coordinates of each of the locations. Obtain the difference between the "H" coordinates.

c. Square each difference obtained in step b., above.

d. Add the square of the "V" difference and the "H" difference obtained in step c., above.

e. Divide the sum of the square by 10. Round to the next higher whole number if any fraction is obtained.

f. Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

Formula:

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

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SECTION 3 - SWITCHED ACCESS SERVICE

3.1 GENERAL

Switched Access Service, which is available to Customers for their use in furnishing their services to End Users, provides a two-point electrical communications path between a Customer's premises and an End User's premises. It provides for the use of common terminating, switching and trunking facilities, and for the use of common subscriber plant of the Company. Switched Access Service provides for the ability to originate calls from an End User's premises to a Customer's premises in the LATA where it is provided.

The application of rates for Switched Access Service is described in Section 3.5 following. Rates and charges for services other than Switched Access Service, e.g., a Customer interLATA toll message service, may also be applicable when Switched Access Service is used in conjunction with these other services.

3.2 RATE CATEGORIES

There are three rate categories which apply to Switched Access Service:

- Local Switching
- Local Transport
- Common Line (see Section 5)

3.2.1 Local Switching

Local Switching provides for the use of end office switching equipment. Included in Local Switching are:

Common Switching, which provides the local end office switching functions and optional features.

Transport Termination, which provides for the trunk side arrangements which terminate the Local Transport facilities. The number of Transport Terminations provided will be determined by the Company.

Where end offices are appropriately equipped, international dialing may be provided. International dialing provides the capability of switching international calls with service prefix and address codes having more digits than are capable of being switched through a standard equipped end office.

SECTION 3 - SWITCHED ACCESS SERVICE, (Cont'd)

3.2 RATE CATEGORIES, (Cont'd)

3.2.2 Local Transport

The Local Transport rate category provides the transmission facilities between the Customer premises and the end office switch(es) where the Customer traffic is switched to originate or terminate its communications.

Local Transport is a two-way voice frequency transmission path composed of facilities determined by the Company. The two-way voice frequency path permits the transport of calls in the originating direction (from the End User end office switch to the Customer's premises) and in the terminating direction (from the Customer premises to the end office switch), but not simultaneously. The voice frequency transmission path may be comprised of any form or configuration of plant capable of and typically used in the telecommunications industry for the transmission of voice and associated telephone signals within the frequency bandwidth of approximately 300 to 3000 Hz.

The Company will work cooperatively with the Customer in determining (1) whether the service is to be directly routed to an end office switch or through an access tandem switch, and (2) the directionality of the service.

.1 Transmission Paths

The number of Transport transmission paths provided is based on the Customer's order and is determined by the Company.

.2 Interconnection

Interconnection of non-Company switched access transport facilities is available between an end office and a Customer point of presence where such facilities are provided.

SECTION 3 - SWITCHED ACCESS SERVICE, (Cont'd)

3.3 OBLIGATIONS OF THE COMPANY

The Company has certain obligations pertaining only to the provision of Switched Access Service. These obligations are as follows:

3.3.1 Network Management

The Company will administer its network to provide acceptable service levels to all telecommunications users of the Company's network services. Generally, service levels are considered acceptable only when both End Users and Customers are able to establish connections with little or no delay encountered within the Company's network. The Company maintains the right to apply protective controls, i.e., those actions, such as call gapping, which selectively cancel the completion of any traffic carried over its network, including that associated with a Customer's Switched Access Service. Generally, such protective measures would only be taken as a result of occurrences such as a failure or overload of Company or customer facilities, natural disasters, mass calling or national security demands.

SECTION 3 - SWITCHED ACCESS SERVICE, (Cont'd)

3.3 OBLIGATIONS OF THE COMPANY, (Cont'd)

3.3.2 Design and Traffic Routing of Switched Access Service

The Company shall design and determine the routing of Switched Access Service, including the selection of the first point of switching and the selection of facilities from the interface to any switching point and to the end offices where busy hour minutes of capacity are ordered. The Company shall also decide if capacity is to be provided by originating only, terminating only, or two-way trunk groups. Finally, the Company will decide whether trunk side access will be provided through the use of two-wire or four-wire trunk terminating equipment. Selection of facilities and equipment and traffic routing of the service are based on standard engineering methods, available facilities and equipment and the Company's traffic routing plans. If the Customer desires different routing or directionality than that determined by the Company, the Company will work cooperatively with the Customer in determining (1) whether the service is to be routed directly to an end office or through an access tandem switch and (2) the directionality of the service.

SECTION 3 - SWITCHED ACCESS SERVICE, (Cont'd)

3.3 OBLIGATIONS OF THE COMPANY, (Cont'd)

3.3.3 Provision of Service Performance Data

Subject to availability, end-to-end service performance data available to the Company through its own service evaluation routines, may also be made available to the Customer based on previously arranged intervals and format. The data provides information on overall end-to-end call completion and non-completion performance e.g., Customer equipment blockage, failure results and transmission performance. The data does not include service performance data which is provided under other Tariff sections, e.g., testing service results. If data is to be provided in other than paper format, the charges for such exchange will be determined on an individual case basis.

3.3.4 Trunk Group Measurements Reports

Subject to availability, the Company will make available trunk group data in the form of usage in CCS, peg count and overflow to the Customer based on previously agreed to intervals.

3.4 OBLIGATIONS OF THE CUSTOMER

The Customer has certain specific obligations pertaining to the use of Switched Access Service. These obligations are as follows:

3.4.1 Report Requirements

Customers are responsible for providing the following reports to the Company, when applicable.

(A) Jurisdictional Reports

When a Customer orders Switched Access Service for both interstate and intrastate use, the Customer is responsible for providing reports as set forth in Section 2 preceding. Charges will be apportioned in accordance with those reports.

(B) Code Screening Reports

When a Customer orders service call routing, trunk access limitation or call gapping arrangements, it must report the number of trunks and/or the appropriate codes to be instituted in each end office or access tandem switch, for each of the arrangements ordered.

The Company will administer its network in such a manner that the impact of traffic surges due to peaked 900 Access Service traffic on other access service traffic is minimized. Network management controls as defined in Section 3.3.1 may be implemented at the Company option to ensure acceptable service levels

3.4.2 On and Off-Hook Supervision

The Customer facilities shall provide the necessary on and off-hook supervision for accurate timing of calls.

3.4.3 Trunk Group Measurements Reports

With the agreement of the Customer, trunk group data in the form of usage in CCS, peg count and overflow for its end of all access trunk groups, where technologically feasible, will be made available to the Company. The data will be used to monitor trunk group utilization and service performance and will be based on previously arranged intervals and format.

3.5 RATE REGULATIONS

This section contains the specific regulations governing the rates and charges that apply for Switched Access Service.

Access Charges are applied on a per access minute basis. Access minute charges are accumulated over a monthly period.

3.5.1 Minimum Periods

Switched Access Service is provided for a minimum period of one month.

SECTION 3 - SWITCHED ACCESS SERVICE, (Cont'd)

3.5 RATE REGULATIONS, (Cont'd)

3.5.2 Cancellation of Access Service Order

A Customer may cancel an Access Order for the installation of service on any date prior to notification by the Company that service is available for the Customer's Use or prior to the service date, whichever is later. The cancellation date is the date the Company receives written or verbal notice from the Customer that the order is to be canceled. The verbal notice must be followed by written confirmation within 10 days. If a Customer or End User is unable to accept Access Service within 30 calendar days of the original service date, the Access Order will be canceled and applicable charges will apply.

.1 Prior to Firm Order Confirmation Date

If an Access Order is canceled prior to the Firm Order Confirmation date, no charges will apply.

.2 On or After Firm Order Confirmation Date

If an Access Order is canceled on or after the Firm Order Confirmation date, the Customer will be billed a charge equal to the cost incurred in such installation less net salvage, or the charge for the minimum period.

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SECTION 5 - CARRIER COMMON LINE ACCESS SERVICE

5.1 GENERAL

The Company will provide Carrier Common Line Access Service to Customers in conjunction with Switched Access Service provided in Section 3 of this Tariff. Carrier Common Line provides for the use of End Users' Company-provided common lines by Customers for access to such End Users to furnish Intrastate Communications.

5.2 LIMITATIONS

No telephone number or detailed billing will be provided with Carrier Common Line Access. Directory listings and intercept arrangements are not included in the rates and charges for Carrier Common Line Access.

5.3 APPLICATION OF INTRASTATE CHARGES

Intrastate rates apply only to that portion of Carrier Common Line Service provided for intrastate usage. Jurisdictional reporting is required as described in Section 2.10.7 of this Tariff.

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Super-Net, Inc.
814 Cable Court, NW
Massillon, OH 44648

SECTION 6 - SPECIAL ARRANGEMENTS

6.1 INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS

Rates for ICB arrangements will be developed on a case-by-case basis in response to a bona fide request from a customer or prospective customer for services which vary from Tariffed arrangements. Rates quoted in response to such requests may be different for Tariffed services than those specified for such services in the Rate Attachment. ICB rates will be offered to customers in writing and will be made available to similarly situated customers. A summary of each ICB contract pricing arrangement offered pursuant to this paragraph will be filed as an addendum to this Tariff within 30 days after the contract is signed by both the Company and the customer. The following information will be included in the summary:

- LATA and type of switch
- Service description
- Rates and charges
- Quantity
- Length of the agreement.

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SECTION 8-PRESUBSCRIPTION SERVICE

8.1 GENERAL

Presubscription is a process whereby an end user or location provider may select and designate to the Company the primary toll carrier(s) they wish to access on a direct dialed basis (without dialing an access code) for calls leaving the local service area of the Company. The list of toll providers providing intrastate toll service(s) to the Company's serving area is made available to the end user or location provider in the Company's service guide.

Should a caller wish to use the services of a toll provider other than the designated toll provider on the line, it will be necessary for the caller to dial the appropriate toll provider access code.

8.2 PROVISIONS

A) Charge Applications

End Users or location providers placing orders for service will be asked to designate a primary toll provider at the time they place an order with the Company for Exchange Service. This selection is made free of charge.

The non-recurring charge for a primary toll provider change is billed to the end user subscribed to the Exchange Service. However, a toll provider may, at its option, elect to pay the non-recurring charge on behalf of the end user.

B) Dispute Application for Presubscription

If the end user or location provider disputes a toll provider change, the Company will investigate the origin of the change and shall restore the end user or location provider to their previous toll provider. If the change was due to Company error, the end user or location provider will be returned to their previous primary toll provider free of charge. If the change was submitted by a toll provider, and the toll provider is unable to produce the signed end user or location provider Letter of Authorization (LOA), the non-recurring charges will be assessed to the unauthorized toll provider.

If there is a conflict between an end user, a location provider or their respective agent, on one hand, and a toll provider on the other hand, over the designation of the primary toll provider, the Company will honor the designation selected by the end user or location provider or their respective agent, regardless of any contractual obligations the end user, location provider or agent may have with one (1)or more toll providers.

SECTION 8-PRESUBSCRIPTION SERVICE, (Cont'd)

8.2 PROVISIONS (Cont'd)

B) Dispute Application for Presubscription, (cont'd)

If there is a conflict between an end user and/or location provider, on one hand, and their agent on the other hand, over designation of the primary toll provider, the Company will honor the designation selected by the end user and/or location provider, regardless of any contractual obligations the end user and/or location provider may have with one (1) or more toll providers or agents.

C) Cancellation of Toll Provider Participation for Presubscription

If a toll provider elects to discontinue all of its FGD service in the end office, the toll provider is obligated to do the following:

- Notify the Company of the cancellation of their FGD service, and;

- Contact all end users or location providers that are presubscribed to the canceling toll provider as their primary toll provider. Inform these end users or location providers of cancellation and request the end users or location providers to contact the Company to select a new primary toll provider.

The Company will bill the canceling toll provider the service order charge for each end user and location provider the canceling toll provider has currently presubscribed to them.

Such charge will not apply to a canceling toll provider where the canceling toll provider transfers or assigns its FGD services and the associated carrier access code to another toll provider in such a manner that the Company does not change end user or location provider toll provider designations or if another toll provider elects to pay the toll provider change charge on behalf of the canceling toll provider. The charge will apply if a mass conversion of access codes is requested by the Customer which causes the Company to change end user or location provider toll provider designations.

SECTION 8-PRESUBSCRIPTION SERVICE, (Cont'd)

8.2 PROVISIONS, (Cont'd)

D) Verification of Orders for Long Distance Telemarketing

No toll provider shall submit to the Company a primary toll provider change order generated by telemarketing unless and until the order has first been confirmed in accordance with one (1) of the following procedures:

1. The toll provider obtains the billed party's written authorization to submit the primary toll provider change order and confirms:

   - The billed party's billing name and address and each telephone number to be covered by the change order;

   - The billed party's decision to change primary toll providers; and

   - The billed party's understanding of the change fee; or

2. The toll provider obtains the billed party's electronic authorization to submit the change order. The billed party will place a call, from the telephone number(s) on which the toll provider designation is to be changed, to a toll free telephone number that is dedicated to the toll providers verification process. The verification number will connect the billed party to a voice response unit that records the originating ANI and the required information described in (1) preceding; or

3. An appropriately qualified and independent third party, operating in a location physically separate from the telemarketing representative, obtains the billed party's oral authorization to submit the change order. This authorization must confirm the order and include appropriate verification data (e.g., the billed party's date of birth or social security number).

SECTION 9 - RATES AND CHARGES
(Applicable to Billing Associated with those Exchanges located in Verizon Service Territory)

9.1 Common Line Access Service

9.1.1 Carrier Common Line Access Service

	MRC
- Terminating per Access Minute,	$ 0.000000
- Originating per Access Minute,	$ 0.000000

9.2 Switched Access Service

9.2.1 Tandem Switched Transport

Tandem Switched Facility Per Access Minute per Mile,	$ 0.0000133
Tandem Switched Termination Per Access Minute per Termination,	$ 0.0000794

9.2.2 End Office Services

End Office Dedicated Trunk Port (Voice),	$ 27.00
Shared Trunk Port Charge Per Each Shared Transport Trunk Termination/ per Access Minute,	$ 0.0015479
End Office Switching,	$ 0.0022077

9.3 Other Services

9.3.1 Access Ordering

A. Access Order Charge

Switched Access - per Order, $ 150.00

B. Service Date Change Charge

Service Date Change Charge will apply, on a per order per occurrence basis, for each service date changed. The Access Order Charge as specified in (A) preceding does not apply.

per Order, $ 26.50