

March 26, 2008 Via E-Filing

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Ms. Renee Jenkins, Commission Secretary

Docketing Division

Public Utilities Commission of Ohio

180 East Broad Street, 13th Floor

Columbus, Ohio 43215

RE: IXC Detariffing for Unity Communications, Inc.

Replacement Tariff P.U.C.O. Tariff No. 2

Dear Ms. Jenkins:

Enclosed for filing please find a PDF version of a replacement tariff submitted on behalf of Unity Communications, Inc. d/b/a Unity Communications, Inc. of Delaware. This tariff, P.U.C.O. Tariff No. 2 filed by Unity Communications, Inc., cancels and replaces, in its entirety, the current tariff on file with the Commission, P.U.C.O. Tariff No. 1. The Company requests that this filing become effective on April 2, 2008.

The following items are included with this filing:

- 1- Application Form for Detariffing and Related Actions
- 2- Exhibit A Existing IXC tariff #1
- 3- Exhibit B Proposed replacement tariff #2
- 4- Exhibit C Summary of Changes
- 5- Exhibit D Explanation of Compliance
- 6- Exhibit E Customer Notice
- 7- Exhibit F Customer Notice Affidavit

Please acknowledge receipt of this filing by date-stamping the extra copy of this cover letter and returning it to me in the self-addressed, stamped envelope provided for that purpose. Any questions regarding this filing may be directed to my attention at (407) 740-3004 or via email to morton@tminc.com. Thank you for your assistance.

Sincerely,

Robin Norton

Consultant to Unity Communications, Inc.

RN/ks

cc: Linda Klieforth - Unity

Robin Noton

file: Unity - OH - IXC

tms: OHi0801

The Public Utilities Commission of Ohio TELECOMMUNICATIONS APPLICATION FORM for

DETARIFFING AND RELATED ACTIONS

Per the Commission's 09/19/07 "Implementation Order" in Case No. 06-1345-TP-ORD (Effective: 10/01/2007 through 04/01/2008)

In the Matter of the Application of)	TRF Docket	90	-	6053	TP	-	TRF
Unity Communications, Inc.)	Case No.	08	- <u>-</u>	309	TP	<u>.</u>	ATA
To Detariff Certain Tier 2 Services related to the Implementation of Ca	J)	NOTE: Unless fields BLANK	•	eserve	d a Case N	lo. leave	the	"Case No"
related to the implementation of Ca	ase No. 00-1343-11-ORD	- '	news DLAINK						
Name of Registrant(s)	Unity Communications, l	Inc.							
DBA(s) of Registrant(s)	Unity Communications, l	Inc. o	of Delaware	_			_		
Address of Registrant(s)	108 Business Park Drive,	Suit	te A, Ridgela	nd, MS 39	157				
Company Web Address	www.unity.com		_						
Regulatory Contact Person(s)	Linda Klieforth		Phone	301-229-7	7727	Fax	301-	229	-2641
Regulatory Contact Person's Emai	l Address <u>lklieforth@unit</u>	y.co	<u>m</u>						
Contact Person for Annual Report	Kimberly Geuder		Phone	407-407-3	3039	Fax	407-	740	0-0613
Address (if different from above)	2600 Maitland Center Pa	ırkw	ay, Suite 300	, Maitlan	d, FL	32751		_	
Consumer Contact Information						Phone	- e		
Address (if different from above)									

Part I - Tariffs

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

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

<u>Carrier Type</u>	☐ ILEC	CLEC	☐ CTS
Business Tier 2 Services			
Residential & Business Toll Services			\square
Other Changes required by Rule (Describe in detail in Exhibit C)			\boxtimes

Part II - Exhibits

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

Included	Identified As:	Description of Required Exhibit:
\square	Exhibit A	The existing affected tariff pages.
	Exhibit B	The proposed revised tariff pages.
	Exhibit C	Matrix or narrative summarizing all changes proposed in the application, and/or other information intended to assist Staff in the review of the Application.
	Exhibit D	Explanation of how the Applicant intends to comply with Rule 4901:1-6-05(G)(3) regarding disclosure of rates, terms, and conditions for detariffed services, including: • citation to the appropriate Web Page if any, in accordance with rule 4901:1-6-05(G)(4), and/or • copy of other materials and publications to be used to comply with 4901:1-6-05(G)(3).
	Exhibit E	One-time customer notice of detariffing and related changes consistent with rule 4901:1-06-16(B), including where customers may find the information regarding such services as required by rule 4901:1-6-05(G)(3).
	Exhibit F	Affidavit that the Customer Notice described in Exhibit C has been sent to Customers.

AFFIDAVIT

Compliance with Commission Rules and Service Standards

I am an officer/agent of the applicant corporation, Unity Communications, Inc., and am authorized to make this statement on its behalf.

I, Robin Norton, 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 April 1, 2008 at Maitland, FL 32751

Robin Noctor

*(Robin Norton, Consultant

April 1, 2008

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

Robin Norton

*(Robin Norton, Consultant

April 1, 2008

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

^{*}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.

Unity Communications, Inc. d/b/a Unity Communications, Inc. of Delaware

EXHIBIT A

EXISTING AFFECTED TARIFF PAGES

TITLE SHEET

P.U.C.O. 1

UNITY COMMUNICATIONS, INC. D/B/A UNITY COMMUNICATIONS, INC. OF DELAWARE

90-6053-CT-TRF

RESALE TELECOMMUNICATIONS SERVICES

This tariff includes the rates, charges, terms and conditions of service for the provision of switched interstate telecommunications services by Unity Communications, Inc. between locations within the State of Ohio. This tariff is available for public inspection during normal business hours at the main office of Unity Communications, Inc. d/b/a Unity Communications, Inc. of Delaware, ("Unity") located at 108 Business Park Drive, Suite A, Ridgeland, Mississippi 39157.

Customers may contact the Company toll-free at (888) 878-8489 for assistance with billing or service inquires.

Issued: March 14, 2002 Effective: April 24, 2002

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CHECK SHEET

The Title Page and pages listed below are inclusive and effective as of the date shown. Original and revised pages as named below contain all changes from the original tariff that are in effect on the date shown on each page.

PAGE	REVISION		PAGE	REVISION
1	Original		26	Original
2	1 st Rev.	*	27	Original
3	Original		28	Original
4	Original		29	Original
5	Original			
6	Original			
7	Original			
8	Original			
9	1 st Rev.	*		
10	Original			
11	Original			
12	Original			
13	Original			
14	Original			
15	Original			
16	Original			
17	Original			
18	Original			
19	Original			
20	Original			
21	Original			
22	Original			
23	Original			
24	Original			
25	Original			
	-			

^{* -} indicates those pages included with this filing

Issued: October 11, 2004 Effective: October 11, 2004

Issued By: Forrest Collier, President

TABLE OF CONTENTS

Description	Page Number
TITLE PAGE	Title
CHECK SHEET	1
TABLE OF CONTENTS	2
EXPLANATION OF SYMBOLS	3
TARIFF FORMAT	4
SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS	5
SECTION 2 - RULES AND REGULATIONS	7
SECTION 3 - DESCRIPTION OF SERVICES AND RATES	20
SECTION 4 - PROMOTIONS	28
SECTION 5- CONTRACT SERVICES	29

Issued: March 14, 2002 Effective: April 24, 2002

Issued By:

Forrest Collier, President

EXPLANATION OF SYMBOLS

The following are the only symbols used for the purposes 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
- Z Correction

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TARIFF FORMAT

- A. Page Numbering Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Page Revision Numbers Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc., the most current sheet number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the sheet currently in effect.
- **C. Paragraph Numbering Sequence -** There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

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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).
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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 sheets contained in the tariff, with a cross reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain 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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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement which connects the Subscriber's or Customer's location to the Carrier's designated point of presence or network switching center.

Authorization Code - A pre-defined series of numbers to be dialed by the Customer upon access to the Company's system to identify the caller and validate the caller's authorization to use the services provided. The Customer is responsible for charges incurred through the use of his or her assigned Authorization Code

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

Collect Billing - A billing arrangement whereby the originating caller may bill the charges for a call to the called party, provided the called party agrees to accept the charges.

Commission - refers to the Public Utilities Commission of Ohio.

Company - Unity Communications, Inc. d/b/a Unity Communications, Inc. of Delaware ("Unity"), unless otherwise indicated by the context.

Consumer - A person who is not a Customer initiating any telephone calls using operator services.

Customer - The person, firm or corporation, or other entity which orders, cancels, amends, or uses service and is responsible for the payment of charges and/or compliance with tariff regulations.

Customer Dialed Calling Card Call - A service whereby the End User dials all of the digits necessary to route and bill the call to a valid non-Premiere calling card or credit card.

Customer Premises Equipment - Terminal equipment, as defined herein, which is located on the Customer's premises.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, CONT'D.

Operator Station Call - A service whereby the caller places a non-Person to Person call with the assistance of an operator (live or automated).

Person to Person Call - A service whereby the person originating the call specifies a particular person to be reached, or a particular station, room number, department or office to be reached through a PBX attendant.

Subscriber - The person, firm, corporation, or other legal entity which arranges for services of the Company on behalf of transient third party Customers or Authorized Users. The Subscriber is responsible for compliance with the terms and conditions of this tariff. A Subscriber is also a Customer under the terms of the tariff

Switched Access - Where access between the Customer and the Carrier is provided on local exchange company circuits capable of accessing the local switched network. The cost of switched Feature Group access is billed to the Carrier.

Terminal Equipment - Devices, apparatus, and associated wiring, such as teleprinters, telephones, or data sets.

Third Party Billing - A billing arrangement by which the charges for a call may be billed to a telephone number that is different from the calling number and the called number.

Travel Card - A proprietary calling card offered by Unity Communications, Inc. which is accessed by dialing a Company-provided access number.

Unity - Used throughout this tariff to refer to Unity Communications, Inc. d/b/a Unity Communications, Inc. of Delaware unless otherwise clearly indicated by the context.

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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

Unity is a resale common carrier providing intrastate direct dialed and travel card services to Customers within the State of Ohio. Unity's services and facilities are furnished for communications originating at specified points within the State of Ohio under terms of this Tariff.

Unity provides for the installation, operation, and maintenance of the communications services provided herein in accordance with the terms and conditions set forth under this Tariff. Unity may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Customer, to allow connection of a Customer's location to the Unity services. The Customer shall be responsible for all charges due for such service arrangement.

The Company's services are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week.

2.2 Applicability of Tariff

This Tariff is applicable to telecommunications services provided by Unity within the state of Ohio.

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2.3 Payment and Credit Regulations

2.3.1 Payment Arrangements

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer for transmission of calls via the Company. The Customer agrees to pay to the Company or its authorized agent any cost(s) incurred as a result of any delegation of authority resulting in the use of his or her communications equipment and/or network services which result in the placement of calls via the Company. The Customer agrees to pay the Company or its authorized agent any and all cost(s) incurred as a result of the use of the service arrangement, including calls which the Customer did not individually authorize.

All charges due by the Customer are payable to the Company or any agency duly authorized to receive such payments. Terms of payment shall be according to the rules and regulations of the agency and subject to the rules of regulatory agencies, such as the Ohio PUC. Any objections to billed charges must be promptly reported to the Company or its billing agent. Adjustments to Customers' bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

Charges for installations, service connections, moves, and rearrangements, where applicable, are payable upon demand by the Company or its authorized agent. The billing thereafter will include recurring charges and actual usage as defined in this Tariff.

The Company's billing practices will comply with the MTSS provisions of the Ohio Administrative Code pertaining to subscribers' bills.

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2.3 Payment and Credit Regulations, Cont'd.

2.3.2 Deposits

- A. To safeguard its interests, the Company may require a Customer to make a deposit to be held as a guarantee for the payment of charges. 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 the estimated charges for two (2) months for all regulated services plus 30 percent of the monthly estimated charge for a specified customer.
- **B.** Regarding the manner in which the creditworthiness of service applicants is established, as well as the manner in which disconnection of service for non-payment of charges occurs, the Company will comply with the requirements of the MTSS provisions of the Ohio Administrative Code pertaining to establishment of service and residential service guarantees.
- C. When a service or facility is discontinued, the amount of a deposit plus accrued interest, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at its option and in accordance with Section 2.3.2 (E) below, return the deposit plus interest, if any, or credit it to the Customer's account. A transfer of service from one premises to another within the service area of the Company shall not be deemed a discontinuance within the meaning of Section 2.3.2 of this tariff.
- D. Deposits held will accrue interest annually at a rate of three (3) per cent. Interest will not accrue on a deposit held for less than one hundred and eighty (180) days. Interest will not accrue on any deposit after the date on which reasonable effort has been made to return it to the Customer after disconnection or termination of service. Thereafter, an unclaimed deposit, plus accrued interest, shall be disposed of in conformity with Chapter 169 of the Revised Code.
- E. The Company will promptly return the deposit plus interest accrued to date, if any, at any time upon request, if the customer's credit has otherwise been established or reestablished in accordance with the Commission's rules.
- F. Records of deposits will be maintained in accordance with 4901:1-17.

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108 Business Park Drive, Suite A Ridgeland, Mississippi 39157 **(T)**

(T)

(T)

2.3 Payment and Credit Regulations, Cont'd.

2.3.3 Commercial Credit Card Payment Option

Customers may choose to pay monthly bills via certain commercial credit cards accepted by the Company. Credit Card billed Customers will receive monthly call detail statements, which are separate from the credit card bills. If the Customer's credit card company rejects billing, the Company will make three attempts - two by telephone and one by mail - to contact the Customer for alternative payment arrangements. Disconnection of toll service will comply with the MTSS rules concerning Denial or Disconnection of service.

2.3.4 Payment Due Date and Late Payment Charges

A late payment charge of 1.5% per month will be applied to charges not paid by there due date. The late payment charge will not be applied to previous late payment charges that have assessed against but not paid for, but will apply to the accumulated services for which the Customer is in arrears. Late payment charges will be applied without discrimination.

2.3.5 Return Check Charge

A return check charge of \$20.00 will be assessed for checks returned for insufficient funds. Any applicable return check charges will be assessed according to the terms and conditions of this tariff and pursuant to Ohio law and Commission regulations. At the option of the Company, this charge may be waived because of extenuating circumstances (i.e. bank error).

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2.4 Taxes and Fees

The customer is responsible for the payment of all state, local and E911 taxes, surcharges, utility fees, or other similar fees (i.e., gross receipts tax, sales tax, municipal utilities tax) that may be levied by the governing body or bodies in conjunction with or as a result of the service furnished under this tariff. These charges may appear as separate line items on the customer's bill, as opposed to be included in the rates contained in the tariff. Any such line item charges will be reflected in the Company's tariff. The Company shall not assess separately any fees or surcharges, other than government-approved sales taxes, without seeking Commission approval under the appropriate procedures required by the Commission in Cause No. 89-563-TP-COI. The Company shall comply with the Commission procedures by sending notice to all customers informing them of the new line item charges. Additionally, an addendum to the price list stating what the line item charge is and the length of time the charge will be imposed will be filed with the Commission.

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2.4 Taxes and Fees, Cont'd.

2.4.1 Pay Telephone Surcharge

In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), an undiscountable per call charge is applicable to all interstate, intrastate and international calls that originate from any domestic pay telephone used to access the Company's services. The Pay Telephone Surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with the Company's service, applies for the use of the instrument used to access the Company service and is unrelated to the Company's service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and other interexchange carriers. The Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (i.e., using the "#" symbol).

Whenever possible, the Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Pay Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information from a carrier that the originating station is an eligible pay telephone.

The Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

Rate per Call

\$0.29

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2.5 Inspection, Testing and Adjustment

Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for such tests and adjustments as may be deemed necessary for maintenance in a condition satisfactory to the Company.

2.6 Liabilities of the Company

- 2.6.1 The liability of the Company for any claim or loss, expense or damage (including indirect, special, or consequential damage) for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this Tariff shall not exceed an amount equivalent to the proportionate charges to the Customer for the period of service or the facility provided during which such interruption, delay, error, omission, or defect occurs.
- 2.6.2 The Company shall not be liable for any claim or loss, expense, or damage (including indirect, special, or consequential damage), for any interruption, delay, error, omission, or other defect in any service facility, or transmission provided under this Tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by any act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.

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2.6 Liabilities of the Company, Cont'd.

- 2.6.3 The Company shall not be liable for, and shall be fully indemnified and held harmless by Customer or other users of its service against any claim or loss, expense, or damage, (i) for defamation, invasion of privacy, infringement of copyright or patent, unauthorized use of any trademark, trade name, or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property, or entity arising from the material data, information, or content revealed to, transmitted, processed, handled, or used by Company under this Tariff, or (ii) for connecting, combining, or adapting Company's facilities with Customer's apparatus or systems, or (iii) for any act or omission of the Customer, or (iv) for any personal injury or death of any person, or for any loss of or damage to Customer's premises or any other property, whether owned by Customer or others, caused directly or indirectly by the installation, maintenance, location, condition, operation, failure or removal of equipment or wiring provided by the Company if not directly caused by negligence of the Company.
- 2.6.4 The Company will provide credit on charges disputed by Customer in writing that are verified as incorrect by Company. If objection in writing is not received by Company within a reasonable period of time after bill is rendered (as determined by current law and regulatory policy), the account shall be deemed correct and binding upon the Customer.

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2.7 Refusal or Discontinuance by Company

- 2.7.1 Service may be suspended by the Company, after providing 7 days notice, to the Customer, by blocking traffic to certain cities or NXX exchanges, or by blocking calls using certain Customer travel cards when the Company deems it necessary to take such action to prevent unlawful use of its service. Unity will restore services as soon as it can be provided without undue risk, and will upon request by the Customer, assign new travel card codes to replace ones that have been deactivated.
- 2.7.2 The Company may refuse or discontinue service for non-compliance with and/or violation of any Federal, State or municipal law, ordinance or regulation pertaining to telephone service. Service may also be denied or disconnected in accordance with the MTSS of the Ohio Administrative Code.

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Reserved for Future Use

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2.8 Limitations of Service

- 2.8.1 Service will be furnished subject to the continuing economic availability of the necessary facilities and/or equipment and subject to the provisions of this Tariff.
- **2.8.2** Unity reserves the right to discontinue furnishing service, upon written notice, when necessitated by conditions beyond its control, or when the Customer is using the service in violation of the provisions of this Tariff, or in violation of law.
- **2.8.3** The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.8.4 Unity reserves the right to discontinue the offering of any service with proper notice or deny an application for service if a change in regulation materially and negatively impacts the financial viability of the service in the best business judgment of the Company.

2.9 Use of Service

Service may be used for any lawful purpose for which it is technically suited. Customers reselling or rebilling Unity's Ohio intrastate service must have authority to provide interexchange services from the Ohio Public Utilities Commission.

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Forrest Collier, President

2.10 Terminal Equipment

Company's facilities and service may be used with or terminated in Customer-provided terminal equipment or systems, such as PBXs, key systems, multiplexers, repeaters, signaling sets, teleprinters, handsets, or data sets. Such terminal equipment shall be furnished and maintained at the expense of the Customer, except as otherwise provided. Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of Company's service.

2.11 Cost of Collection and Repair

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

2.12 Restoration of Service

Restoration of service shall be accomplished in accordance with Ohio PUC and FCC rules and regulations.

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2.13 Rules Applicable to Toll-Free Services

- 2.13.1 The Company makes every effort to reserve toll-free (800/888) vanity numbers requested by Customers, but makes no guarantee or warranty that the requested number(s) will be available.
- **2.13.2** The Company will participate in porting toll-free numbers only if the account balance is zero and all charges incurred as a result of the toll free number have been paid.
- **2.13.3** If a Customer who has received a toll free number does not subscribe to toll-free 800/888 service within ninety (90) calendar days, the Company reserves the right to make the assigned number available for use by another Customer.
- 2.13.4 Toll free numbers shared by more than one Customer, whereby individual Customers are identified by a unique Personal Account Code, may not be assigned or transferred for use with service provided by another carrier. Subject to the limitations provided in this tariff, the Company will only honor Customer requests for a change in Resp. Org. or 800/888 service provider for toll free numbers dedicated to the sole use of that single Customer.

Issued: March 14, 2002 Effective: April 24, 2002

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3.1 General

The Company provides intrastate, interexchange switched telecommunications services between locations in Ohio. The Company's service includes direct-dialed, inbound toll-free, travel card and operator assisted calling with flat rate charges that are not distance or time of day sensitive.

3.2 Timing of Calls

Billing for calls placed over the network is based in part on the duration of the call.

- 3.2.1 Timing for all calls begins when the called party answers the call (i.e. when two way communications are established.) Answer detection is based on standard industry answer detection methods, including hardware and software answer detection.
- 3.2.2 Chargeable time for all calls ends when one of the parties disconnects from the call.
- **3.2.3** Minimum call duration and additional increments for billing are specified in the description of each service.
- **3.2.4** No charges apply to incomplete calls.

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3.3 Service Offerings

Unity provides direct dialed, inbound toll free service and travel card services for communications originating and terminating within the State of Ohio under terms of this tariff.

3.3.1 Unity Direct Dialed Business Service

Unity Direct Dialed Business Service allows Business Customers to make direct dialed calls from their presubscribed locations. Service is provided on a month-to-month basis, or Customers may also select a term plan at discounted rates as shown below. Switched service is provided at the usage rates shown following. For dedicated service, in addition to the rates shown following, installation and a monthly facility charge are applicable for dedicated trunking facilities provisioned by and billed to the Company by its underlying carrier. Unity Direct Dialed Business Service is available from equal access end offices only.

For billing purposes, call timing is rounded up to the nearest six (6) second increment after the initial minimum period of thirty (30) seconds.

A. Usage Ra	ates
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onge mee	Month to-Month	One <u>Year</u>	Two <u>Years</u>	Three <u>Years</u>
Business Direct Dialed Switched Dedicated	\$0.080 \$0.060	\$0.079 \$0.059	\$0.077 \$0.057	\$0.075 \$0.055

Issued: March 14, 2002 Effective: April 24, 2002

Issued By:

Forrest Collier, President

3.3 Service Offerings, Cont'd.

3.3.2 Unity Direct Dialed Residence Service

Unity Direct Dialed Residence Service allows Residence Customers to make direct dialed calls from presubscribed locations. Service is provided on a month-to-month basis, or Customers may also select a term plan at discounted rates as shown below. Switched service is provided at the usage rates shown following. For dedicated service, in addition to the rates shown following, installation and a monthly facility charge are applicable for dedicated trunking facilities provisioned by and billed to the Company by its underlying carrier. Unity Direct Dialed Residence Service is available from equal access end offices only.

For billing purposes, call timing is rounded up to the nearest sixty (60) second increment after the initial minimum period of sixty (60) seconds.

A. Usage Rates

conge	1	Month to-Month	One <u>Year</u>	Two <u>Years</u>	Three <u>Years</u>
Reside	nce Direct Diale Switched	ed \$0.090	\$0.086	\$0.083	
					\$0.080
	Dedicated	\$0.060	\$0.060	\$0.060	\$0.060

Issued: March 14, 2002 Effective: April 24, 2002

Issued By: Forrest Collier, President

3.3 Service Offerings, Cont'd.

3.3.3 Inbound Toll-Free Service

Inbound Toll-Free Service provides an in-bound Toll-Free calling service to Customers for calls originated from any point within Ohio. The Customer is billed for each Toll Free call, rather than the call originator.

Service is provided on a month-to-month basis, or Customers may also select a term plan at discounted rates as shown below. Switched service is provided at the usage rates shown following. For dedicated service, in addition to the rates shown following, installation and a monthly facility charge are applicable for dedicated trunking facilities provisioned by and billed to the Company by its underlying carrier. Service is available from equal access end offices only.

A one-time charge applies per number if the Customer requests or reserves a specific toll-free number. Identification services (Dialed Number Identification and provision of Automatic Number Identification (ANI) of the calling party) are provided at no charge.

The following toll-free routing features are available at the rates and charges set forth below:

<u>Message Referral</u> - notifies caller (up to six months) that number is disconnected or refers caller to new number;

Call Area Selection - selects or blocks areas where toll-free calls can be received;

<u>Call Distributor Routing</u> - (available with dedicated toll-free service only) distributes calls evenly over dedicated access lines in a trunk group;

<u>Route Completion (Overflow)</u>- (available with dedicated toll-free service only) routes overflow traffic to up to five alternate routing groups;

<u>Geographic Routing</u> - terminates calls to a single toll-free number from two or more originating routing groups to different locations;

<u>Time-of-Day Routing</u> - routes calls to single toll-free number based on time-of-day (48 time slots maximum in 15-minute increments);

<u>Day-of-Week Routing</u> - routes calls to single toll-free number based on each day of week; <u>Day-of-Year Routing</u> - routes calls to single toll-free number based on customer-specified holidays (15 holidays maximum);

<u>Percent Allocation Routing</u> - routes calls for each originating routing group to two or more terminating locations based on customer.

The normal interval for installation of toll-free routing features is four days. Expedited installation is available for an additional one-time charge.

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Issued By: Forrest Collier, President

3.3 Service Offerings, Cont'd.

3.3.3 Inbound Toll-Free Service, Cont'd.

For billing purposes, call timing is rounded up to the nearest six (6) second increment after the initial minimum period of thirty (30) seconds for business customers. For residential customers, call timing is rounded up to the nearest sixty (60) second increment after the initial minimum period of sixty (60) seconds

A. Couge Mates	Α.	Usage	Rates
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Month	One	Two	Three
<u>to-Month</u>	<u>Year</u>	<u>Years</u>	<u>Years</u>
\$0.090	\$0.086	\$0.083	\$0.080
\$0.060	\$0.060	\$0.060	\$0.060
\$0.080	\$0.079	\$0.077	\$0.075
\$0.060	\$0.059	\$0.057	\$0.055
	to-Month \$0.090 \$0.060 \$0.080	to-Month Year \$0.090 \$0.086 \$0.060 \$0.060 \$0.080 \$0.079	to-Month Year Years \$0.090 \$0.086 \$0.083 \$0.060 \$0.060 \$0.060 \$0.080 \$0.079 \$0.077

B. Rates and Charges for optional Toll-Free features

		Nonrecurring Charge	Monthly Recurring Charge
To reserve or request a specific toll-free number	\$25.00	n/a	
Per feature ordered		\$50.00	\$25.00
Change Charge, per feature		\$50.00	n/a
Expedite Charge		\$500.00n/a	

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Issued By: Forrest Collier, President

3.3 Service Offerings, Cont'd.

3.3.4 Unity Calling Card Service

Unity's Calling Card Service provides telecommunications services and optional enhanced service to customers while traveling away from the office or home. Customers must dial a Toll-Free (e.g., 800/888) access number followed by their authorization code to make a call or use the service. A monthly credit limit will be assigned to each card for fraud protection. Customers have the option of raising or lowering the limit amount to best suit their calling practices.

For billing purposes, call timing is rounded up to the nearest one (1) minute increment after the initial minimum period of one (1) minute.

Charges per minute are as follows:

Ohio \$ 0.20

3.3.5 Prepaid Calling Card Service

Unity Prepaid Calling Card Service permits Customers to purchase a prepaid card from which call charges are deducted on a real-time basis. Customers access the service by dialing a Company-specified access code. All calls must be charged against a prepaid card that has a sufficient available balance. Customers will be provided with a "Usage Remaining" message each time they utilize the card. They will also receive a reminder message when the card has a usage balance of one (1) unit of value remaining on the card. Calls in progress will be terminated if the balance on the prepaid card is insufficient to cover the charges associated with the call.

Prepaid Calling Cards are not rechargeable. The Available Usage Balance expires twelve months from the date of activation of the Card. Unity Prepaid Calling Cards are sold in various increments as described following. Unused balances are non-refundable.

Issued: March 14, 2002 Effective: April 24, 2002

Issued By: Forrest Collier, President

3.3 Service Offerings, Cont'd.

3.3.5 Prepaid Calling Card Service, Cont'd.

1. Exclusions - The following call types may not be completed with Unity's Prepaid Card:

- Calls to 700 numbers - All
Operator Services Calls
- Calls to 800 numbers - Conference
Calls
- Calls to 900 numbers - Directory
Assistance Calls

- Busy Line Verify and Busy Line Interrupt
- Calls requiring the quotation of time and charges

Except as may be specifically referenced therein, calls made utilizing Unity's Prepaid Card are not included in any specialized service offerings or promotions.

For debiting purposes, call timing is rounded up to the nearest one (1) minute increment after the initial minimum period of one (1) minute. Usage charges are computed and rounded up to the nearest penny on a per call basis.

B. Rates

Calls are measured and consumed on a per unit basis. A unit equals one minute for the purpose of debiting the card.

Card	Denomination		Pri	_ce	Per	Card
20	Units		\$	4.9	95	
40	Units		\$	8.5	50	
50	Units		\$	9.5	50	
100 t	Jnits	\$17.9	5			
150 เ	Jnits	\$24.5	0			

Issued: March 14, 2002 Effective: April 24, 2002

Issued By: Forrest Collier, President

3.4 Directory Assistance

A Directory Assistance charge applies per call to all intrastate calls to directory assistance made from points within the State of Ohio.

Per call to directory assistance:

\$ 0.85

3.5 Long Distance Operator Assistance Service

Long Distance Operator Assistance Service is available for assistance to place calls on Unity's network. The service is available to the Company's presubscribed Customers only.

Unity's operator assistance service is offered for operator station-to-station and person-to-person calls. An operator station-to-station call is a call which is completed and/or billed with the assistance of a Unity operator. An operator person-to-person call is a call placed under the stipulation that the caller will speak only to a specific called party station or department, or to an agreed upon substitute. An automated interface or live operator intervention is required on calls of this type to determine whether the specified called party is available to accept the calls, satisfying the stipulation under which the call was placed.

A per call service charge as specified below applies to Operator Assisted calls in addition to the per minute usage rates applicable to the Customer's outbound service as specified in Section 3.5 of this tariff.

Applicable Service Charges

Per Call

Customer Dialed Calling/Credit

Card Call

\$ 0.90

Issued: March 14, 2002 Effective: April 24, 2002

Issued By:

Forrest Collier, President

SECTION 4 - PROMOTIONS

4.1 Promotions - General

From time to time the Company shall, at its option, promote subscription or stimulate network usage by offering to waive some or all of the nonrecurring or recurring charges for the Customer (if eligible) of target services for a limited duration. Such promotions shall be made available to all similarly situated Customers in the target market area, after notification to the Commission.

4.1.1 Competitive Response Promotion

Unity will, at its discretion, match certain standard or promotional offerings of other interexchange carriers or resellers in order to acquire new Customers. The Customer must demonstrate to the Company's satisfaction that 1) an alternative service offering is valid and currently available from a competing interexchange carrier or reseller and 2) the Customer intends to either subscribe to or remain with the competing interexchange carrier or reseller. The Company reserves the right to verify that the alternative offering is an approved tariff on file with the Commission.

4.1.2 Best Rate Guarantee Promotion

Unity will, at its discretion, match certain standard non-promotional offerings of other interexchange carriers or resellers in order to retain existing accounts. The competing rate must be provided in writing and be listed in an approved tariff on file with the Commission and must result in a lower overall bill for the same service offered by the Company.

4.2 Demonstration of Calls

From time to time the Company may demonstrate service by providing free test calls of up to four minutes duration over its network.

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Issued By: Forrest Collier, President

SECTION 5 - CONTRACT SERVICES

5.1 Contract Services

At the option of the Company, service may be offered on a contract basis to meet specialized requirements of the Customer not contemplated in this tariff. The terms of each contract shall be mutually agreed upon between the Customer and Company and may include discounts off the rates contained herein, waiver of recurring or nonrecurring charges, or other customized features. The terms of the contract may be based partially or completely on the term and volume commitment, type of originating or terminating access, mixture of services or other distinguishing features.

5.2 Special Service Arrangements

Where practicable, special service arrangements, not otherwise provided for in this tariff, will be furnished to the extent they are in accord with authorized service offerings, and if they are to be used with and not detrimental to, any of the services furnished by the Company. The Company, at its discretion, will provide such special service arrangements when the nature of the service to be furnished requires specific customer pricing. Charges for such special service arrangements will be based on the cost of furnishing them plus a sufficient amount to incorporate return and contingencies.

Issued: March 14, 2002 Effective: April 24, 2002

Issued By: Forrest Collier, President

Unity Communications, Inc. d/b/a Unity Communications, Inc. of Delaware

EXHIBIT B

PROPOSED REVISED TARIFF PAGES

This tariff, P.U.C.O. Tariff No. 2 filed by Unity Communications, Inc. d/b/a Unity Communications, Inc. of Delaware, cancels and replaces, in its entirety, the current tariff on file with the Commission, P.U.C.O.

Tariff No. 1.

This tariff is being replaced in accordance with Ohio Case No. 06-1345-TP-ORD, dated September 26, 2007. Detariffed services are available at http://www.unitycom.com and may also be viewed at the Company's headquarters: 108 Business Park Drive, Suite A, Ridgeland, Mississippi 39157.

TITLE PAGE

INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

OF UNITY COMMUNICATIONS, INC. D/B/A UNITY COMMUNICATIONS, INC. OF DELAWARE

90-6053-CT-TRF

This tariff contains the rules, regulations, descriptions, and rates applicable to the furnishing of interexchange telecommunication services offered by Lightyear Network Solutions, LLC within the State of Ohio. This tariff is on file with the Public Utilities Commission of Ohio. Copies may be inspected at the Company's principle place of business at 108 Business Park Drive, Suite A, Ridgeland, Mississippi 39157 or at the Public Utilities Commission of Ohio.

Customers may contact the Company toll-free at (888) 878-8489 for assistance with billing or service inquires.

Issued: April 2, 2008 Effective: April 2, 2008

Issued by: Forrest Collier, President

CHECK SHEET

The Title Page and pages listed below are inclusive and effective as of the date shown. Original and revised pages as named below contain all changes from the original tariff that are in effect on the date shown on each page.

PAGE	REVISION	
1	Original	*
2	Original	*
3	Original	*
4	Original	*
5	Original	*
6	Original	*
7	Original	*
8	Original	*
9	Original	*
10	Original	*
11	Original	*
12	Original	*
13	Original	*
14	Original	*
15	Original	*

Issued: April 2, 2008

Issued by: Forrest Collier, President

108 Business Park Drive, Suite A Ridgeland, Mississippi 39157 Effective: April 2, 2008

^{* -} indicates those pages included with this filing

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement which connects the Subscriber's or Customer's location to the Carrier's designated point of presence or network switching center.

Authorization Code - A pre-defined series of numbers to be dialed by the Customer upon access to the Company's system to identify the caller and validate the caller's authorization to use the services provided. The Customer is responsible for charges incurred through the use of his or her assigned Authorization Code

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

Collect Billing - A billing arrangement whereby the originating caller may bill the charges for a call to the called party, provided the called party agrees to accept the charges.

Commission - refers to the Public Utilities Commission of Ohio.

Company - Unity Communications, Inc. d/b/a Unity Communications, Inc. of Delaware ("Unity"), unless otherwise indicated by the context.

Consumer - A person who is not a Customer initiating any telephone calls using operator services.

Customer - The person, firm or corporation, or other entity which orders, cancels, amends, or uses service and is responsible for the payment of charges and/or compliance with tariff regulations.

Customer Dialed Calling Card Call - A service whereby the End User dials all of the digits necessary to route and bill the call to a valid non-Premiere calling card or credit card.

Customer Premises Equipment - Terminal equipment, as defined herein, which is located on the Customer's premises.

Issued: April 2, 2008 Effective: April 2, 2008

Issued by:

Forrest Collier, President 108 Business Park Drive, Suite A Ridgeland, Mississippi 39157

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)

Operator Station Call - A service whereby the caller places a non-Person to Person call with the assistance of an operator (live or automated).

Person to Person Call - A service whereby the person originating the call specifies a particular person to be reached, or a particular station, room number, department or office to be reached through a PBX attendant.

Subscriber - The person, firm, corporation, or other legal entity which arranges for services of the Company on behalf of transient third party Customers or Authorized Users. The Subscriber is responsible for compliance with the terms and conditions of this tariff. A Subscriber is also a Customer under the terms of the tariff

Switched Access - Where access between the Customer and the Carrier is provided on local exchange company circuits capable of accessing the local switched network. The cost of switched Feature Group access is billed to the Carrier.

Terminal Equipment - Devices, apparatus, and associated wiring, such as teleprinters, telephones, or data sets.

Third Party Billing - A billing arrangement by which the charges for a call may be billed to a telephone number that is different from the calling number and the called number.

Travel Card - A proprietary calling card offered by Unity Communications, Inc. which is accessed by dialing a Company-provided access number.

Unity - Used throughout this tariff to refer to Unity Communications, Inc. d/b/a Unity Communications, Inc. of Delaware unless otherwise clearly indicated by the context.

Issued: April 2, 2008 Effective: April 2, 2008

Issued by: Forrest Collier, President

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

Unity is a resale common carrier providing intrastate direct dialed and travel card services to Customers within the State of Ohio. Unity's services and facilities are furnished for communications originating at specified points within the State of Ohio under terms of this Tariff.

Unity provides for the installation, operation, and maintenance of the communications services provided herein in accordance with the terms and conditions set forth under this Tariff. Unity may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Customer, to allow connection of a Customer's location to the Unity services. The Customer shall be responsible for all charges due for such service arrangement.

The Company's services are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week.

2.2 Applicability of Tariff

This Tariff is applicable to telecommunications services provided by Unity within the state of Ohio.

Issued: April 2, 2008 Effective: April 2, 2008

Issued by:

Forrest Collier, President

2.3 Payment and Credit Regulations

2.3.1 Payment Arrangements

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer for transmission of calls via the Company. The Customer agrees to pay to the Company or its authorized agent any cost(s) incurred as a result of any delegation of authority resulting in the use of his or her communications equipment and/or network services which result in the placement of calls via the Company. The Customer agrees to pay the Company or its authorized agent any and all cost(s) incurred as a result of the use of the service arrangement, including calls which the Customer did not individually authorize.

All charges due by the Customer are payable to the Company or any agency duly authorized to receive such payments. Terms of payment shall be according to the rules and regulations of the agency and subject to the rules of regulatory agencies, such as the Ohio PUC. Any objections to billed charges must be promptly reported to the Company or its billing agent. Adjustments to Customers' bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

Charges for installations, service connections, moves, and rearrangements, where applicable, are payable upon demand by the Company or its authorized agent. The billing thereafter will include recurring charges and actual usage as defined in this Tariff.

The Company's billing practices will comply with the MTSS provisions of the Ohio Administrative Code pertaining to subscribers' bills.

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Issued by: Forrest Collier, President

2.3 Payment and Credit Regulations, (Cont'd.)

2.3.2 Deposits

- A. To safeguard its interests, the Company may require a Customer to make a deposit to be held as a guarantee for the payment of charges. 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 the estimated charges for two (2) months for all regulated services plus 30 percent of the monthly estimated charge for a specified customer.
- **B.** Regarding the manner in which the creditworthiness of service applicants is established, as well as the manner in which disconnection of service for non-payment of charges occurs, the Company will comply with the requirements of the MTSS provisions of the Ohio Administrative Code pertaining to establishment of service and residential service guarantees.
- C. When a service or facility is discontinued, the amount of a deposit plus accrued interest, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at its option and in accordance with Section 2.3.2 (E) below, return the deposit plus interest, if any, or credit it to the Customer's account. A transfer of service from one premises to another within the service area of the Company shall not be deemed a discontinuance within the meaning of Section 2.3.2 of this tariff.
- D. Deposits held will accrue interest annually at a rate of three (3) per cent. Interest will not accrue on a deposit held for less than one hundred and eighty (180) days. Interest will not accrue on any deposit after the date on which reasonable effort has been made to return it to the Customer after disconnection or termination of service. Thereafter, an unclaimed deposit, plus accrued interest, shall be disposed of in conformity with Chapter 169 of the Revised Code.
- E. The Company will promptly return the deposit plus interest accrued to date, if any, at any time upon request, if the customer's credit has otherwise been established or reestablished in accordance with the Commission's rules.
- **F.** Records of deposits will be maintained in accordance with 4901:1-17.

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2.3 Payment and Credit Regulations, (Cont'd.)

2.3.3 Commercial Credit Card Payment Option

Customers may choose to pay monthly bills via certain commercial credit cards accepted by the Company. Credit Card billed Customers will receive monthly call detail statements, which are separate from the credit card bills. If the Customer's credit card company rejects billing, the Company will make three attempts - two by telephone and one by mail - to contact the Customer for alternative payment arrangements. Disconnection of toll service will comply with the MTSS rules concerning Denial or Disconnection of service.

2.3.4 Payment Due Date and Late Payment Charges

A late payment charge of 1.5% per month will be applied to charges not paid by there due date. The late payment charge will not be applied to previous late payment charges that have assessed against but not paid for, but will apply to the accumulated services for which the Customer is in arrears. Late payment charges will be applied without discrimination.

2.3.5 Return Check Charge

A return check charge of \$20.00 will be assessed for checks returned for insufficient funds. Any applicable return check charges will be assessed according to the terms and conditions of this tariff and pursuant to Ohio law and Commission regulations. At the option of the Company, this charge may be waived because of extenuating circumstances (i.e. bank error).

Issued: April 2, 2008 Effective: April 2, 2008

2.4 Inspection, Testing and Adjustment

Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for such tests and adjustments as may be deemed necessary for maintenance in a condition satisfactory to the Company.

2.5 Liabilities of the Company

- 2.5.1 The liability of the Company for any claim or loss, expense or damage (including indirect, special, or consequential damage) for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this Tariff shall not exceed an amount equivalent to the proportionate charges to the Customer for the period of service or the facility provided during which such interruption, delay, error, omission, or defect occurs.
- 2.5.2 The Company shall not be liable for any claim or loss, expense, or damage (including indirect, special, or consequential damage), for any interruption, delay, error, omission, or other defect in any service facility, or transmission provided under this Tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by any act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.

Issued: April 2, 2008 Effective: April 2, 2008

2.5 Liabilities of the Company, (Cont'd.)

- 2.5.3 The Company shall not be liable for, and shall be fully indemnified and held harmless by Customer or other users of its service against any claim or loss, expense, or damage, (i) for defamation, invasion of privacy, infringement of copyright or patent, unauthorized use of any trademark, trade name, or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property, or entity arising from the material data, information, or content revealed to, transmitted, processed, handled, or used by Company under this Tariff, or (ii) for connecting, combining, or adapting Company's facilities with Customer's apparatus or systems, or (iii) for any act or omission of the Customer, or (iv) for any personal injury or death of any person, or for any loss of or damage to Customer's premises or any other property, whether owned by Customer or others, caused directly or indirectly by the installation, maintenance, location, condition, operation, failure or removal of equipment or wiring provided by the Company if not directly caused by negligence of the Company.
- 2.5.4 The Company will provide credit on charges disputed by Customer in writing that are verified as incorrect by Company. If objection in writing is not received by Company within a reasonable period of time after bill is rendered (as determined by current law and regulatory policy), the account shall be deemed correct and binding upon the Customer.

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Issued by:

Forrest Collier, President 108 Business Park Drive, Suite A Ridgeland, Mississippi 39157

2.6 Refusal or Discontinuance by Company

- 2.6.1 Service may be suspended by the Company, after providing 7 days notice, to the Customer, by blocking traffic to certain cities or NXX exchanges, or by blocking calls using certain Customer travel cards when the Company deems it necessary to take such action to prevent unlawful use of its service. Unity will restore services as soon as it can be provided without undue risk, and will upon request by the Customer, assign new travel card codes to replace ones that have been deactivated.
- 2.6.2 The Company may refuse or discontinue service for non-compliance with and/or violation of any Federal, State or municipal law, ordinance or regulation pertaining to telephone service. Service may also be denied or disconnected in accordance with the MTSS of the Ohio Administrative Code.

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Issued by: Forrest Collier, President

2.7 Limitations of Service

- 2.7.1 Service will be furnished subject to the continuing economic availability of the necessary facilities and/or equipment and subject to the provisions of this Tariff.
- 2.7.2 Unity reserves the right to discontinue furnishing service, upon written notice, when necessitated by conditions beyond its control, or when the Customer is using the service in violation of the provisions of this Tariff, or in violation of law.
- 2.7.3 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.7.4 Unity reserves the right to discontinue the offering of any service with proper notice or deny an application for service if a change in regulation materially and negatively impacts the financial viability of the service in the best business judgment of the Company.

2.8 Use of Service

Service may be used for any lawful purpose for which it is technically suited. Customers reselling or rebilling Unity's Ohio intrastate service must have authority to provide interexchange services from the Ohio Public Utilities Commission.

Issued: April 2, 2008 Effective: April 2, 2008

2.9 Terminal Equipment

Company's facilities and service may be used with or terminated in Customer-provided terminal equipment or systems, such as PBXs, key systems, multiplexers, repeaters, signaling sets, teleprinters, handsets, or data sets. Such terminal equipment shall be furnished and maintained at the expense of the Customer, except as otherwise provided. Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of Company's service.

2.10 Cost of Collection and Repair

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

2.11 Restoration of Service

Restoration of service shall be accomplished in accordance with Ohio PUC and FCC rules and regulations.

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Issued by: Forrest Collier, President

2.12 Rules Applicable to Toll-Free Services

- 2.12.1 The Company makes every effort to reserve toll-free (800/888) vanity numbers requested by Customers, but makes no guarantee or warranty that the requested number(s) will be available.
- **2.12.2** The Company will participate in porting toll-free numbers only if the account balance is zero and all charges incurred as a result of the toll free number have been paid.
- **2.12.3** If a Customer who has received a toll free number does not subscribe to toll-free 800/888 service within ninety (90) calendar days, the Company reserves the right to make the assigned number available for use by another Customer.
- **2.12.4** Toll free numbers shared by more than one Customer, whereby individual Customers are identified by a unique Personal Account Code, may not be assigned or transferred for use with service provided by another carrier. Subject to the limitations provided in this tariff, the Company will only honor Customer requests for a change in Resp. Org. or 800/888 service provider for toll free numbers dedicated to the sole use of that single Customer.

Issued: April 2, 2008 Effective: April 2, 2008

SECTION 3 - DESCRIPTION OF SERVICES AND RATES

3.1 Directory Assistance

A Directory Assistance charge applies per call to all intrastate calls to directory assistance made from points within the State of Ohio.

Per call to directory assistance:

\$ 0.85

3.20 Long Distance Operator Assistance Service

Long Distance Operator Assistance Service is available for assistance to place calls on Unity's network. The service is available to the Company's presubscribed Customers only.

Unity's operator assistance service is offered for operator station-to-station and person-to-person calls. An operator station-to-station call is a call which is completed and/or billed with the assistance of a Unity operator. An operator person-to-person call is a call placed under the stipulation that the caller will speak only to a specific called party station or department, or to an agreed upon substitute. An automated interface or live operator intervention is required on calls of this type to determine whether the specified called party is available to accept the calls, satisfying the stipulation under which the call was placed.

A per call service charge as specified below applies to Operator Assisted calls in addition to the per minute usage rates applicable to the Customer's outbound service as specified in Section 3.5 of this tariff.

Applicable Service ChargesCustomer Dialed Calling/Credit Card Call

Per Call

\$ 0.90

Issued: April 2, 2008 Effective: April 2, 2008

Issued by: Forrest Collier, President

EXHIBIT C

SUMMARY OF CHANGES

SECTION NUMBER	PAGES	SERVICE REMOVED
	REMOVED	
	2	Table Contents
	3	Symbols
	4	Tariff Format
2 - Rules and Regulations	11 & 12	Taxes and Fees
	16	Reserved for Future Use
3 - Description of Service and Rates	20	General
		Timing of Calls
	21	Unity Direct dialed Business Service
	22	Unity Direct Dialed Residence Service
	23 & 24	Inbound toll-Free Service
	25	Unity Calling Card Service
		Prepaid Calling Card Service
	26	Prepaid Calling Card Service
4 - Promotions	28	Promotions
		Demonstration of Calls
	29	Contract Services
		Special Service Arrangements

EXHIBIT D

EXPLANATION OF COMPLIANCE WITH RULE 4901:1-6-05(G)(3) REGARDING DISCLOSURE OF RATES, TERMS AND CONDITIONS FOR DETARIFFED SERVICES

Web Address, and Company physical address where Customers may obtain copies of the materials and publications in Compliances with Rules 4901:1-6-05(G)(4) and 4901:1-6-05(G)(3).

This tariff, P.U.C.O. Tariff No. 2 filed by Unity Communications, Inc. d/b/a Unity Communications, Inc. of Delaware, cancels and replaces, in its entirety, the current tariff on file with the Commission, P.U.C.O. Tariff No. 1.

This tariff is being replaced in accordance with Ohio Case No. 06-1345-TP-ORD, dated September 26, 2007. Detariffed services are available at http://www.unitycom.com and may also be viewed at the Company's headquarters: 108 Business Park Drive, Suite A, Ridgeland, Mississippi 39157.

EXHIBIT E

CUSTOMER NOTICE

Copy of the Customer Notice of detariffing and related changes (4901:1-06-16(B) to include where customers may find the information regarding such services as required by rule 4901:1-6-05(G)(3).



February 11, 2008

South Point Ford Attn: Nancy/Mark Beford 155 County Road 406 South Point, OH 45680

Dear Nancy/Mark Beford:

Beginning on March 1, 2008, the prices, service descriptions, and the terms and conditions for 1+ long distance, toll free, and calling card services that you are provided by Unity Communications will no longer be on file at the Public Utilities Commission of Ohio (PUCO).

This modification does not automatically result in a change in the prices, terms, or conditions of those services to which you currently subscribe. Unity Communications will provide the customer notice at least fifteen days in advance of rate increases, changes in terms and conditions and discontinuance of existing services. Additionally, you will be able to view our company's future service offerings online at www.unitycom.com.

Since these services will no longer be on file with the Commission, this means that the agreement reached between the customer and Unity Communications, instead of the document on file at the PUCO, will now control new services or changes in service. This agreement, whether it is verbal or written, will still be subject to consumer protections required and enforced by the PUCO.

For any new services or changes in service, it will be important that you carefully review and confirm the price, terms and conditions.

If you have any questions about this matter, please call our Customer Care Department at 1-888-878-6489.

Sincerely,

Unity Communications, Inc. Wireline Department
101 Business Park Drive
Suite A
Ridgeland, MS 39157
1-888-878-6489

EXHIBIT F

CUSTOMER NOTICE AFFIDAVIT

CUSTOMER NOTICE AFFIDAVIT

STATE OF:

Maryland

COUNTY OF:

Montgomery

AFFIDAVIT

I, Linda Klieforth, Vice President, am an authorized agent of the applicant corporation, Unity Communications, Inc., and am authorized to make this statement on its behalf.

I attest that the customer notice accompanying this affidavit was sent to affected customers via direct mail beginning on February 11, 2008 in accordance with Rule 4901:1-6-16, Ohio Administrative Code. I declare under penalty of perjury that the foregoing is true and correct.

Executed on 3/11/08 (Location)

(Date) (Location)

Lindar Kheforth, Vice Prevident (Date)

Subscribed and sworn to before me this 1/4 March, 2008

Notary Public

My Commission Expires:

ALICE M. SMITH
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires April 19, 2009

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

3/26/2008 4:39:11 PM

in

Case No(s). 08-0309-TP-ATA

Summary: Application Unity Communications IXC Detariffing Package