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PUCO

June 5, 2008

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

08-676-TP-ATA 90-5452-TP-TRF

Via Overnight Delivery

RE: PNG Telecommunications, Inc. d/b/a PowerNet Global Communications

Detariffing Application

To Whom It May Concern:

Enclosed please find an original and seven (7) copies of PNG Telecommunications, Inc. d/b/a PowerNet Global Communications application to detariff long distance. Customer Notices went out with May invoices. A copy of the Ohio Price List will be made available on the company's website (www.powernetglobal.com) upon approval from the commission.

Please acknowledge receipt of this filing by file-stamping and returning one copy in the self addressed, postage prepaid envelope enclosed for this purpose.

Questions regarding this filing may be directed to me at the telephone or facsimile numbers or electronic mail address listed above.

Sincerely

Robert Johnson

Regulatory Specialist

PowerNet Global Communications

Enclosures

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 PNG Telecommunications, Inc. d/b/a/ PowerNet Global Communications	TRF Docket No. 90-5452-17-7 KP Case No 8-676-TP - ATA NOTE: Unless you have reserved a Case No. leave the "C fields BLANK.	Case No.
to Detariff Certain Tier 2 Services and make other changes related to the Implementation of Case No. 06-1345-TP-ORD		
Name of Registrant(s) PNG Telecommunications, Inc.		
DBA(s) of Registrant(s) PowerNet Global Communications		
Address of Registrant(s) 100 Commercial Drive, Fairfield, OH	<u>[45014</u>	
Company Web Address www.powernetglobal.com		
Regulatory Contact Person(s) Robert Johnson	Phone <u>513-645-4816</u> Fax <u>513-645-49</u>	<u>60</u>
Regulatory Contact Person's Email Address rjohnson@pngmai	ril.com	_
Contact Person for Annual Report Dawn Giltz	Phone <u>513-645-</u>	<u>4913</u>
Address (if different from above) same		
Consumer Contact Information Dawn Giltz	Phone <u>513-645-</u>	<u>4913</u>
Address (if different from above) same		<u> </u>

Part I - Tariffs

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

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

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

Part II - Exhibits

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

Included	Identified As:	Description of Required Exhibit:
	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, PNG Telecommunications, Inc. , and arn 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) 6/5/08 at (Location) Fairfield, OH *(Signature and Title) Land have CTO

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

VERIFICATION

BASIL KANNO

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

*(Signature and Title) Described (Date) 400 (Date) 400

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

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

Exhibit A

CHECK LIST

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

Page	Version	Page	Version	Page	Version	Page	Version
Title	Original						
1	1st Revised*	31	Original	61	Original	91	Original
2 3	Original	32	Original	62	Original	92	Original
3	Original	33	Original	63	Original	93	Original
4	Original	34	Original	64	Original	94	Original
5	Original	35	Original	65	Original	95	Original
6	Original	36	Original	66	Original	96	Original
7	Original	37	Original	67	Original	97	Original
8	Original	38	Original	68	Original	98	Original
9	Original	39	Original	69	Original	99	Original
10	Original	40	Original	70	Original	100	Original
11	Original	41	Original	71	Original	101	Original
12	Original	42	Original	72	Original	102	Original
13	Original	43	Original	73	Original	103	Original
14	Original	44	Original	74	Original	104	Original
15	Original	45	Original	75	Original	105	Original
16	Original	46	Original	76	Original	106	1st Revised*
17	Original	47	Original	77	Original		
18	Original	48	Original	78	Original		
19	Original	49	Original	79	Original		
20	Original	50	Original	80	Original		
21	Original	51	Original	81	Original		
22	Original	52	Original	82	Original		
23	Original	53	Original	83	Original		
24	Original	54	Original	84	Original		
25	Original	55	Original	85	Original		
26	Original	56	Original	86	Original		
27	Original	57	Original	87	Original		
28	Original	58	Original	88	Original		
29	Original	59	Original	89	Original		
30	Original	60	Original	90	Original		

^{* =} New/Revised Page this issue

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Effective Date: March 9, 2007

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3.5. TERMS AND CONDITIONS

- 3.5.1. Residential Customers may cancel Service at any time. Commercial Customers may cancel Service at any time unless prohibited by a Customer executed agreement.
- 3.5.2. Service shall be provided and billed on the basis of a minimum period of at least one month. The Customer must pay the regular tariffed rate for Service for the minimum period of Service if Service is Discontinued during the initial minimum Service period. If a Customer Discontinues Service after the initial minimum Service period has ended, then the Customer will be billed pro rata for Services rendered.
- 3.5.3. Customers may be required to enter into written Service Orders which shall contain or reference a specific description of the Service ordered, the rates to be charged, the duration of the Services, and the terms and conditions in the tariffs of the Company. Customer will also be required to execute any other documents as may be reasonably requested by the Company.
- 3.5.4. At the expiration of the initial term specified in each Service Order, or in any extension thereof, Service shall continue on a month-to-month basis at the then current rates unless Discontinued by either party. Any Discontinuance shall not relieve Customer of the Customer's obligation to pay any charges incurred under the Service Order and the tariffs of the Company prior to the Discontinuance. The rights and obligations which by their nature extend beyond the Discontinuance of the term of the Service Order shall survive such Discontinuance.
- 3.5.5. The tariffs of the Company shall be interpreted and governed by the laws of the State of Ohio without regard for its choice of laws provision.

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3.15. PAYMENT FOR SERVICE

The Customer is responsible for the payment of all charges for Facilities and Services furnished by the Company to the Customer and to all Users authorized by the Customer, regardless of whether those Services are used by the Customer.

3.16. BILLING AND COLLECTION OF CHARGES

- 3.16.1. Customer Bills will contain the information required pursuant to Chapter 4901:1-5-15 O.A.C.
- 3.16.2. Nonrecurring charges are due and payable within 30 days as indicated on the due date on an invoice received by Customer from the Company.
- 3.16.3. The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which Service is provided, and Recurring Charges shall be due and payable within 30 days as indicated on the due date of the invoice.
- 3.16.4. Charges based on usage will be included on the next invoice rendered following the end of the billing cycle in which the usage occurs, and will be due and payable within 30 days as indicated on the invoice due date.
- 3.16.5. When Service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which Service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.
- 3.16.6. Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the Service or Facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the Service or Facility does not conform to standards set forth in the tariffs of the Company or the Service Order. Billing accrues through and includes the day that the Service, circuit, arrangement or component is discontinued.

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3.16. BILLING AND COLLECTION OF CHARGES, Continued

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

3.16.8. Liability for Errors in Billing

The liability of Company for errors in billing that result in overpayment by the Customer will be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and Service has been discontinued, to a refund of the amount erroneously billed, in accordance with Commission Rule 4901:1-5-16(G).

3.17. ADVANCE PAYMENTS

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

Issued: January 8, 2007

Effective Date: March 5, 2007

3.19. DISCONNECTION OR SUSPENSION OF SERVICE BY COMPANY.

3.19.1. Basic Local Service

A. General Regulations

- 1. For purposes of this Section, all regulated telephone Services provided by Company, except toll Service, shall be defined as local Service.
- The Company may Disconnect its Customer's local Service for non-payment of charges incurred for local Service. Such Disconnection must be conducted pursuant to all applicable provisions of the MTSS.
 All practices of the Company pertaining to the provision of toll Service shall also conform to the MTSS.
- 3. Customers' Service is subject to Suspension and Disconnection for the reasons listed in Subsections 2.13.1 (B), (C) and (D) below. In the event of circumstances in which Company may Disconnect Service, the Company will first Suspend the Customer's Service with notice, if required. If Service is suspended, the Customer's telephone number is reserved for twenty (20) days. If the Customer's Service is restored with twenty (20) days, the Customer is required to pay the Restoral Charge as set forth in Section 4.2.1 of this Tariff. If the reason for Suspension is not resolved within the twenty (20) day period of Suspension, the Customer's Service will be Disconnected according to the Commission's Rules and Subsections 2.13.1 (B), (C) and (D) below. If Service is Disconnected, a new telephone number will be assigned to the Customer and the Customer will be required to reapply for Service as a new Customer, pay all outstanding amounts, pay a deposit, and pay all charges for new Service.

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Effective Date: March 5, 2007

3.19. DISCONNECTION OR SUSPENSION OF SERVICE BY COMPANY

3.19.1. Basic Local Service

A. General Regulations, Continued

- 4. A Customer's Local Exchange Service may be Disconnected for non-payment of charges for Local Exchange Services regulated by the Commission in accordance with the provisions of Commission Rule 4901:1-5-17. Local Service may not be refused or Disconnected to any Applicant or Customer for any of the reasons set forth in Commission Rule 4901:1-5-17(J). Toll Disconnection procedures will comply with all applicable billing, notice, credit/deposit, and Disconnection standards set forth in the MTSS.
- 5. Disconnection notices will be issued by the Company pursuant to Commission Rule 4901:1-5-17(J)(2) and will contain the information set forth in paragraphs (1) (9) of Commission Rule 4901:1-5-17(K).
- 6. The Company is prohibited from Disconnecting any Customer's Local Exchange Service for nonpayment of charges incurred by the Customer for toll Service.
- 7. Partial payments by a Customer to the Company will be apportioned by the Company to its regulated Local Exchange Service charges first before being applied by the Company to any toll charges and will be apportioned to regulated Local Exchange Service charges first before being applied to charges for nonregulated Service.

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3.19. DISCONNECTION OR SUSPENSION OF SERVICE BY COMPANY

3.19.1. Basic Local Service, Continued

- A. General Regulations, Continued
 - 8. The Disconnection of Service(s) by Company pursuant to this section does not relieve the Customer of any obligations to pay Company for charges due and owing for Service(s) furnished up to the time of Disconnection. The remedies set forth herein are not exclusive, and Company is at all times entitled to all the rights available to it under law or equity.
 - 9. Company may refuse to permit Collect Calling, calling card, third number billing which it determines to be fraudulent and/or may limit the use of these billing options or Services.
- B. In accordance with Commission Rule 4901:1-5-17(G), Company may immediately Disconnect Service(s) to a Customer without notification, and without incurring liability, under the following circumstances:
 - 1. An emergency may threaten the health or safety of a person, or the Company's distribution system;
 - 2. A Customer's use of telecommunications equipment adversely affects the Company's equipment, its Service to others, or the safety of the Company's employees or Subscribers; or
 - 3. A Customer tampers with Facilities or equipment owned by the Company.

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3.19. DISCONNECTION OR SUSPENSION OF SERVICE BY COMPANY

3.19.1. Basic Local Service, Continued

- C. In accordance with Commission Rule 4901:1-5-17, paragraphs (D) and (E), the Company will notify or attempt to notify a Customer through any reasonable means before Service(s) is refused or Disconnected for the following reasons:
 - 1. A violation of, or noncompliance with, the Company's rules or tariffs on file with the Commission;
 - 2. A failure to comply with municipal ordinances or other laws pertaining to telecommunications services; or
 - 3. A refusal by the Customer to permit the Company access to its Facilities; or
 - 4. When the Customer has committed a fraudulent practice as set forth and defined in this Tariff.
- D. Unless otherwise provided in Commission Rule 4901:1-5-17 or otherwise stated in this Tariff, Company may Disconnect Service without liability upon seven (7) days written notice to the Customer, via first-class mail, prior to Disconnection of Service for the following reasons. In no event will Company Disconnect a Customer's Service sooner than fourteen (14) days after the due date of the bill.
 - 1. Violation of this Tariff, except as provided in Section 2.13.2, including without limitation, non-payment of bills for Service, refusal to provide Company with either a deposit or advance payment, or failure to meet Company's credit requirements; or
 - Failure of the Customer to make proper application for Service including, without limitation, the provision of false information; or
 - 3. When necessary for Company to comply with any order or request of any governmental authority having jurisdiction.

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3.19. DISCONNECTION OR SUSPENSION OF SERVICE BY COMPANY, Continued

3.19.3. Duration of Suspension

The Company may continue Suspension of Service until all charges due have been paid and all violations have ceased. During the period of such Suspension all monthly recurring charges apply. Should the Customer fail to comply with the Company's instructions during the Suspension period, Service will be Discontinued and the Customer must pay the Denied Service Restoral Charge in addition to all applicable monthly Service charges before Service will be restored.

3.19.4. Resumption of Service

- A. Any Customer whose Service has been Disconnected will be required to reapply for Service as a new Customer, pay all outstanding amounts, pay a deposit, and pay all charges for new service prior to reconnection of Service. The fees and charges required to be paid prior to reconnection will be included on a notice of Disconnection as required in Commission Rule 4901:1-5-17(M)(2).
- B. If Service has been discontinued for nonpayment or as otherwise provided herein and the Customer wishes it continued, Service shall, at the Company's discretion, be restored when all past due amounts are paid or the event giving rise to the discontinuance (if other than nonpayment) is corrected to the satisfaction of Company in Company's sole and absolute discretion.

3.19.5 Other

If communications facilities have been physically disconnected by Law Enforcement Officials at the premises where located, and if there is not presented to the Company the written finding of a judge, then upon written request of the Customer, and agreement to pay charges for restoration of service and other applicable Service Charges, the company shall promptly restore such service.

Issued: January 8, 2007 Effective Date: March 5, 2007

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SECTION 3 - RULES AND REGULATIONS, Continued

3.20. CANCELLATION OF APPLICATION FOR SERVICE

- 3.20.1. Applications for Service are non-cancelable unless the Company otherwise agrees. Where the Company permits the Customer to cancel an application for Service prior to the start of Service or prior to any special construction, no charges will be imposed except for those specified below.
- 3.20.2. Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the Service or in preparing to install the Service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of Services ordered, including Installation Charges, and all charges others levy against the Company that would have been chargeable to the Customer had Service begun (all discounted to present value at six percent (6%)).
- 3.20.3. Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, the charges set forth in Section 3.32 of this Tariff will apply.
- 3.20.4. Unless otherwise provided in this Tariff, the special charges described above, will be calculated and applied on a case-by-case basis.

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3.24. DISPUTED BILLS

- 3.24.1. Pursuant to Commission Rule 4901:1-5-05, in case of a billing dispute between Customer and Company as to the correct amount of a bill, Customer may enter the following arrangement:
 - A. First, Customer requests, and Company will comply with the request, an investigation and review of the disputed amount.
 - B. The Customer pays the undisputed portion of the bill by the Due By Date shown on the bill or the Service will be subject to Disconnection if Company has notified Customer by written notice of such delinquency and impending termination.
 - C. If there is still disagreement after the investigation and review by a manager of Company, Customer may appeal to Commission for its investigation and decision.
 - D. Company will not Disconnect Customer's Service for nonpayment as long as Customer complies with this arrangement.
 - E. The Company shall provide a report of each complaint's resolution within ten (10) business days of the receipt of the complaint by the Customer, when the complaint was made directly by the Customer, or to the Customer and Commission staff, when the complaint was referred to the Company by Commission staff. If the investigation is not complete within ten (10) business days of receipt of the complaint, the Company shall provide an interim report to the Customer or to the Customer and Commission staff, as set forth above. The report shall contain the information required by Commission Rule 4901:1-5-05.
 - F. The Company shall inform the Customer or the Customer and Commission staff of the results of the investigation orally or in writing, unless the Customer or Commission staff request the results to be presented in writing. The Company shall inform the Customer of its right to a written report if the report is presented orally.

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3.24. **DISPUTED BILLS**, Continued

3.24.1. Continued

- G. After the investigation and review are completed by Company as noted in subsection A. above, if Customer elects not to deposit the amount in dispute with Commission, such amount becomes due and payable at once. In order to avoid Disconnection of Service, such amount must be paid within seven (7) calendar days after the date Company notifies Customer that the investigation and review are completed and that such payment must be made or Service will be interrupted. However, the Service will not be Disconnected prior to the Due By Date shown on the bill.
- H. The address and telephone number of the Commission are:

Attn: Public Interest Center Public Utilities Commission of Ohio 180 East Broad Street Columbus, OH 43215-3793

Telephone: 1 (800) 686-7826 (voice)

1 (800) 686-1570 (TDD)

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3.31. INTERRUPTIONS IN SERVICE AND CREDIT ALLOWANCES

- 3.31.1 For purposes of applying this provision, a Service "interruption" is an Outage, as defined in Commission Rule 4901:1-5-1 O.A.C. "Interruption" does not include, and no allowance will be given for, Service difficulties such as slow access, circuits busy or other network and/or switching capacity shortages.
- 3.31.2. Customer must notify Company of any interruptions of Service. Before giving such notice, the Customer must ascertain that the trouble is not caused by any action or omission of the Customer, and not otherwise within the Customer's control.
- 3.31.3. Credit allowances for Service interruptions will be given in accordance with the provisions of Chapter 4901: 1-5-16 O.A.C. Allowances for interruptions of Service are subject to the limitations set forth in Section 3.6., and will not be given for:
 - A. interruptions due to the negligence of, or noncompliance with the provisions of the tariffs of the Company by, the Customer of an Authorized User, or other common Carrier providing service connected to the Service of the Company;
 - B. interruptions due to the negligence of any person other than the Company, including but not limited to the Customer or other common Carriers connected to the Company's Facilities;
 - C. interruptions of Service due to the failure or malfunction of facilities, power or equipment provided by the Customer, Authorized User, or other common Carrier providing service connected to the Services or Facilities of the Company;
 - D. interruptions of Service during any period in which the Company is not given full and free access to its Facilities and equipment for the purpose of investigating and correcting interruptions;
 - E. interruptions of Service during a period in which the Customer continues to use the Service on an impaired basis;

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3.31. INTERRUPTIONS IN SERVICE AND CREDIT ALLOWANCES, Continued

3.31.3., Continued:

- F. interruptions of Service 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;
- G. interruption of Service due to circumstances or causes beyond the control of the Company; and
- H. interruptions of Service that occur or continue due to the Customer's failure to authorize replacement of any element of special construction.
- 3.31.4. If an out-of-Service condition exceeds twenty-four (24) hours but is less than forty-eight (48) hours, the Company shall credit the Subscriber's bill for at least the pro rata portion of the monthly charge(s) for all regulated local Services rendered inoperative during the interruption. Credit for out-of-Service conditions lasting longer shall be provided as follows:

Period	Credit
At least 48 hours but less than 72 hours	One-third of one month's charges for regulated local Services rendered inoperative.
At least 72 hours but less than 96 hours	Two-thirds of one month's charges for regulated local Services rendered inoperative.
At least 96 hours	One month's charges for any regulated local Services rendered inoperative.]

Issued: January 8, 2007 Effective Date: March 5, 2007

4.1. BASIC LOCAL EXCHANGE SERVICE, Continued

4.1.2. Services Offered

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Local Exchange Service Areas are described in Section 5. The Services and Packages in this section are offered to Residential Customers only.

A. Residential Bundled Services²

- 1. General Network Exchange Bundled Service is a bundle or package of telecommunications Services including Local Exchange Service, intrastate and interstate long distance Service and custom calling features.
- 2. Bundled Service Packages Residential packages may include Basic Local Exchange Service, IntraLATA Toll Service, InterLATA Toll Service. Wireless Service, voice mail and/or Internet access may be available with some packages at an additional charge.
 - a. <u>Call to Connect Simple Bundled Service</u> Provides Customers with Unlimited local calls and thirty (30) minutes of unlimited toll intraLATA, interLATA and interstate calling in the United States. Additional toll minutes billed at a per minute rate.
 - b. <u>Call to Connect Bundled Service</u> Provides Customers with Unlimited local calls and one hundred twenty (120) minutes of unlimited toll intraLATA, interLATA and interstate calling in the United States. Additional toll minutes billed at a per minute rate..

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Effective Date: March 5, 2007

² These Services are tariffed under Option 2 compliance with disconnection procedures in Rule 4901:1-5-17 of the Commission's Rules.

4.1. BASIC LOCAL EXCHANGE SERVICE, Continued

4.1.2. Services Offered

A. Residential Bundled Services, Continued

- 2. Bundled Service Packages, Continued
 - c. <u>Call to Connect Plus Bundled Service</u> Provides Customers with Unlimited local calls and one hundred twenty (120) minutes of unlimited toll intraLATA, interLATA and interstate calling in the United States, as well as the following custom calling features: Caller ID with name, Call Waiting and Caller ID Waiting. Additional toll minutes billed at a per minute rate.

B. Per Use Custom Calling Features

Customers may utilize the following custom calling features on a per use basis: Repeat Dialing (*66), Number ID Blocking Activation (*67), Last Call Return (*69) and Call Trace.

C. Business Basic Local Exchange Services

[Reserved for Future Use]

Issued: January 8, 2007

Effective Date: March 5, 2007

4.1. BASIC LOCAL EXCHANGE SERVICE, Continued

4.1.10. Application of Rates for Business and Residence Service

A. General

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

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

B. Business Service

Business rates apply wherever the use of the service is substantially of a commercial, professional, institutional or otherwise occupational nature.

The use of the service is presumed to be of an occupational nature and business rates should be applied in each of the following, for example:

- 1. Where the listing required is such as to indicate business use.
- 2. When used for general sales solicitation for any purpose.
- 3. Whenever an occupational or professional designation is included in the directory listing, except as indicated in paragraph 5.
- 4. At typical business and institutional locations such as offices, stores, factories, warehouses, schools (public, private and parochial), colleges, libraries, amusement parks, government offices, offices of charitable and other similar type institutions, hospitals, fire engine houses (except living quarters), clubs, lodges, associations, labor and fraternal organizations, fraternity houses, hotels and motels, boarding and rooming houses except as modified under Residence Service, paragraph 1.

Issued: January 8, 2007

Effective Date: March 5, 2007

4.1. BASIC LOCAL EXCHANGE SERVICE, Continued

4.1.10. Application of Rates for Business and Residence Service, Continued

- B. Business Service, Continued
 - 5. In the residence of a physician, surgeon, dentist, veterinarian, chiropractor, osteopath, or other medical practitioner, or other person actively engaged in a professional pursuit who has no business service at another location, unless the individual is affiliated with a subscriber to business service at another location, such as a hospital.
 - 6. In residence locations where the place of residence is in the immediate proximity of a place of business and the telephone in the residence is or will be used for business purposes; and in residence locations where an extension is located at a place where business rates would apply.
 - 7. A telephone located in a regularly used office of a church which has a full time paid or volunteer clerical staff.
 - 8. Temporary service provided for the use of a contractor, regardless of whether in the name of the owner or the contractor, even though located in a residence under construction.
 - 9. When a telephone number is habitually advertised in connection with a business, except when it is advertised as an alternate call number in association with the number of a business telephone or as the number of a church with residence service.
 - 10. An extension of a main line from a residence to a business location or to any location under conditions which indicate that its use will be substantially of a commercial or occupational nature, classifies all of the service as business service.

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4.1. BASIC LOCAL EXCHANGE SERVICE, Continued

4.1.11. Additional Charges Applied to Basic Exchange Access Services, Continued

G. Public 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 and subsequent orders), an undiscountable per call charge is applicable to all intrastate calls that originate from any pay telephone, not presubscribed to the Company, used to access Company provided Services. This surcharge, set forth in Section 4 of this Tariff, is in addition to standard Tariffed usage charges and any applicable Service charges and surcharges associated with Service and applies for the use of the instrument used to access Company provided Service. The surcharge is unrelated to the Service accessed from the pay telephone.

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

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4.1. BASIC LOCAL EXCHANGE SERVICE, Continued

4.1.12. Basic Local Exchange Service Rates and Charges

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

B. Service Establishment, Installation and Change Charges

- 1. Definitions of Terms used in this Section
 - a. Changes in Service Changes in telephone service provided by the Company subsequent to the establishment of service.
 - b. Installation of Service The initial installation of service for a Customer, and transfers of telephone service from one premises to another on non-continuous property subsequent to the establishment of such service for a Customer.
 - c. Service Ordering Charge A nonrecurring charge, which covers receiving, recording and processing information necessary to execute a customer's request for service.
 - d. Central Office Connection Charge A nonrecurring charge for establishing or changing central office connections.
 - e. Line Connection Charges A nonrecurring charge for performing or causing to be performed any of the operations associated with the connection of the network access line and a network interface.

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- 4.1 BASIC LOCAL EXCHANGE SERVICE, Continued
- 4.1.12. Basic Local Exchange Service Rates and Charges, Continued
 - B. Service Installation and Change Charges, Continued
 - 2. Charges for Installation, Connection and Restoration of Service for Residential Customers
 - a. Prorating of Charges At the option of the Customer, the Company will prorate the charges for connection, installation, restoration, or reconnection of service in four equal portions over four monthly billing periods, with each equal portion of such charge appearing on each monthly bill. At the time of any connection, installation, restoration, or reconnection is requested, the Company will make known to the customer his or her right to have the charges for such services prorated.
 - b. Time of Payment Installation, connection, restoration, or reconnection charges will appear on the first monthly bill for services after such charge is incurred.
 - 2. Trouble isolation and other repair Services are provided to Customers by the underlying carrier, at the underlying carrier's rates, terms and conditions, pursuant to the underlying carrier's local tariff on file with the Commission. The Company bills Customers for trouble isolation and other repair costs at the underlying carrier's tariffed rates.

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4.3. DEDICATED BUSINESS LOCAL SERVICES (INTEGRATED SERVICES DIGITAL NETWORKI - PRIMARY RATE INTERFACE SERVICE/T-1)

4.3.1 Service Description

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A. General

Integrated Services Digital Network (ISDN)-Primary Rate Interface (PRI)/T-1 is a central office based service arrangement that is an alternative for exchange access services. ISDN-PRI/T-1 is a service for high-speed dedicated digital voice and data transmission. Company's ISDN PRI Service employs a 1.544 Megabits per second (Mbps) facility typically divided into twenty-three B Channels and one D Channel. The B Channels are used for circuit-switched voice and data communications connecting to the public switched telephone network (PSTN) while the D Channel provides out-of-band signaling.

B. Regulations

ISDN PRI/T-1 service provides the Customer with a single, voice-grade, DTMF communications Channel.

ISDN PRI/T-1 and its associated features are only provided where facilities, equipment and technical capabilities exist and does not create an obligation for the Company to construct such facilities and equipment especially for the provision of this Service.

Customer is responsible for providing Customer Premises Equipment that is compatible with ISDN-PRI/T-1 Service.

The Company shall not be responsible if changes in any of the equipment, operations or procedures of the Company utilized in the provisioning of ISDN-PRI/T-1 Service render any facilities provided by the customer obsolete or require modification or alteration of such equipment or system or otherwise affect its use or performance.

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4.3. DEDICATED BUSINESS LOCAL SERVICES (INTEGRATED SERVICES DIGITAL NETWORKI - PRIMARY RATE INTERFACE SERVICE/T-1), Continued

4.3.2. Application of Rates and Charges

- A. Term Pricing Plans: Term Pricing Plans (TPP) are available to the Customer. The Customer must select a 12 Month, 24 Month or 36 Month term.
- B. Modifying Term Pricing Plans: A TPP may be modified when additional PRI/T-1 Circuits are purchased.

A TPP may be also be converted to a longer TPP, without incurring a Termination Charge, if there is at least one month remaining on an existing TPP. Service will automatically renew at month-to-month terms.

- C. Expiration of Term Pricing Plan: Within one month prior to the expiration of a TPP, the Customer must select one of the following options:
 - 1. Renew the Service for an additional term at the TPPs available; or
 - 2. Disconnect Service at the end of the billing period.
- D. Waiving of Nonrecurring Charges per circuit:

Business Plans 1 and 2: For 12 month terms, a \$198 non-recurring charge applies. Company will waive the non-recurring charge on terms of 24 and 36 months.

Business Plans 3, 4, and 5: For 12 month terms, a \$200 non-recurring charge applies. Company will waive the non-recurring charge on terms of 24 and 36 months.

- E. Moves and Changes: There are two types of modifications available for PRI/T-1 Circuits:
 - 1. A move of the point of termination of an existing PRI Circuit(s) to a new location within the Customer's same Premises.
 - 2. Any subsequent change or rearrangement of Services requested by the Customer on an existing PRI Circuit(s). Fee may apply.

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4.3. DEDICATED BUSINESS LOCAL SERVICES (INTEGRATED SERVICES DIGITAL PRIMARY RATE INTERFACE SERVICE/T-1), Continued

4.3.2. Application of Rates and Charges, Continued

- F. Termination Liability: If the service is terminated by a Customer before the expiration of the initial or any subsequent term, the Customer will pay to PNG an amount equal to the sum of:
 - 1. all billed and unbilled charges which the Customer has not paid at the time of termination;
 - 2. the monthly recurring charge at the time of termination multiplied by the number of months remaining in the term;
 - 3. and all charges incurred by PNG to its suppliers and other third parties for the provision or disconnection of service to the Customer.

Except as otherwise detailed in the Local Competition Guidelines (Case No. 95-845-TP-COI), Commission approval of contracts does not constitute a determination of the reasonableness of termination liability provisions.

- G. Cancellation Charge: If the Company misses a Service installation date by more than thirty (30) days due to a Force Majeure condition, the Customer may cancel an order without incurring a Cancellation Charge.
- H. Local Usage: Company offers various amounts of included local minutes of usage depending on the Business Plan selected. In the event Customer exceeds its monthly planned local usage per circuit for three (3) consecutive months, the Company may convert Customer's local usage to a measured rate call plan upon thirty (30) days notice.
- I. Promotions: The Company may, from time to time, engage in special promotions of new or existing Service offerings of limited duration designed to attract new Customers or to increase existing Customer awareness of a particular offering. The promotional offerings are subject to the availability of the services and may be limited to a specific geographical area or to a subset of a specific market group; provided, however, all promotional offerings shall be offered in accordance with applicable Commission rules or regulations.

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Dennis Packer, General Counsel PNG Telecommunications, Inc. 100 Commercial Drive Fairfield. Ohio 45014

Issued under authority of the Public Utilities Commission of Ohio, pursuant to Commission Order Dated September 30, 1999, in Case No. 98-1094-TP-ACE

4.3. DEDICATED BUSINESS LOCAL SERVICES (INTEGRATED SERVICES DIGITAL PRIMARY RATE INTERFACE SERVICE/T-1), Continued

4.3.2. Application of Rates and Charges, Continued

- J. Individual Case Basis (ICB) Arrangements: Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a Service offered under this Tariff. Rates quoted in response to such competitive requests may be different than those specified for such services in this Tariff. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis.
- K. Stated pricing requires business customer to subscribe long distance service from Company.

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4.3. DEDICATED BUSINESS LOCAL SERVICES (INTEGRATED SERVICES DIGITAL PRIMARY RATE INTERFACE SERVICE/T-1), Continued

4.3.4. ISDN-PRI/T-1 Term and Volume Plans

- A. Business Plan 1 Dedicated Local Voice T-1/PRI (digital only): This T-1 service employs a variety of added features and offers unlimited local minutes with 24 and 36 month terms.
- B. Business Plan 2 Integrated Voice and Data (digital only): This service combines voice and data traffic over a single circuit. Bandwidth is dynamically allocated between voice and data, as needed. This plan is available in line and trunk configurations with multiple voice channel and data bandwidth options. This business service offers unlimited local minutes with 12, 24 and 36 terms.
- C. Business Plan 3 Dedicated Local PRI (digital or analog): This business service provides local service utilizing Primary Rate Interface (PRI). PRI is a Digital System 1 (DS1) comprised of 23 B channels and 1 D channel. Each B channel uses the full 64k for the voice traffic. The single D channel is used for call setup, tear down and other signaling. All channels work at 64kbps. PRI uses the signaling standard Common Channel Signaling No. 7 (SS7). PRI is used when the customer has a digital PBX and PRI interface card. Available with 100,000 included minutes of local usage or 300,000 included minutes of local usage. This business service is available in 12, 24, or 36 month terms.
- D. Business Plan 4 Dedicated Local Digital T1 (digital or analog): Digital T1 uses in band signaling to support 24 simultaneous calls. Each 64k voice channel uses ~8k for signaling. This leaves 56k for voice traffic. A Digital T1 Trunk is used when a digital PBX and digital T1 interface card are available. Available with 100,000 included minutes of local usage or 300,000 included minutes of local usage. This business service is available in 12, 24, or 36 month terms.
- E. Business Plan 5 Integrated Voice and Data (digital or analog): Combines voice and data traffic over a single circuit. Bandwidth is dynamically allocated between voice and data, as needed. This plan is available in line and trunk configurations with multiple voice channel and data bandwidth options. All options are scalable. This business service is available in 12, 24, or 36 month terms.

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4.3 DEDICATED BUSINESS LOCAL SERVICES (INTEGRATED SERVICES DIGITAL PRIMARY RATE INTERFACE SERVICE/T-1), Continued

4.3.5. Business Plans Service Features

- A. Business Plan 1 and 2: Each local exchange Channel may include a telephone number assignment and the following features:
 - Caller ID Name and Number
 - Local Usage (Unlimited Business minutes)
 - Local Directory Assistance (411)
 - Local T-1/PRI
 - Switched Long Distance
 - Dedicated Long Distance
 - Toll-free
 - Directory Services
 - Operator Services
 - 900/976 Blocking
 - Integrated Access
 - Dedicated Internet Access (DIA)

B. Business Plan 3 and 4:

- Local Usage (included minutes based on Plan selection)
- Switched Local Distance
- 911
- Directory Listing
- Operator Services
- Directory Assistance
- Inbound redirect
- Remote Call Forward (RCF)

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4.3 DEDICATED BUSINESS LOCAL SERVICES (INTEGRATED SERVICES DIGITAL PRIMARY RATE INTERFACE SERVICE/T-1), Continued

4.3.5. Business Plans Service Features, Continued

C. Business Plan 5:

- Local Usage (included minutes based on Plan selection)
- Switched Local Distance
- 911
- Directory Listing
- Operator Services
- Directory Assistance
- Inbound redirect
- Remote Call Forward (RCF)
- Internet Access
- Static Public IP Address

4.3.6. Business Plans Optional Features

A. Business Plans 1 and 2:

<u>Backup D Channel</u> – In arrangements of two or more Primary Rate Interfaces or Ports, it provides enhanced continuity of Service by allowing a D Channel on one Primary Rate Interface or Port to automatically take over for a failed D Channel on another Primary Rate Interface or Port. A single Backup D Channel may support a maximum of five interfaces or ports.

<u>Calling Number and Name Delivery</u> – Provides the Customer who is receiving a call with the telephone number and the name of the calling party.

<u>Serial Hunt</u> – Calls will start with the number of the trunk dialed and hunt sequentially to the end of the trunk or hunt group.

<u>Circular Hunt</u> – A switch feature that dynamically points each new call attempt to the next idle B Channel following the last Channel either to have accepted a call or the last Channel to have attempted to place a call.

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4.3. DEDICATED BUSINESS LOCAL SERVICES (INTEGRATED SERVICES DIGITAL PRIMARY RATE INTERFACE SERVICE/T-1), Continued

4.3.6. Business Plans Optional Features, Continued

A. Business Plans 1 and 2, Continued:

<u>DLH (Distributed Line Hunting)</u> – Calls are distributed evenly among a trunk group or hunt group by number of calls.

MIDL/LIDL (Most Idle/Least Idle) – Incoming calls will be sent to the trunk that has been idle the longest (MIDL) or the shortest (LIDL) amount of time.

<u>Direct Inward Dialing (DID) Numbers</u> — Provides telephone numbers for direct inward dialing. Numbers are available in blocks of ten or one hundred, or as a single number. The assignment and sequence of the numbers may be requested by the Customer in cases where the Company has the number or series of numbers available for use.

<u>Dynamic Channel Allocation</u> – Allows a Customer to designate the quantity of B Channels for call types to be allocated within previously provisioned criteria for DID.

<u>Enhanced Alternate Route</u> – Allows incoming voice calls to overflow on an emergency and busy basis to a line or Trunk side connection designated by the Customer. A route may be limited in the number of simultaneous calls that can be routed.

<u>Enhanced 911</u> – The number of the caller is transmitted to the PSAP where it is cross-referenced with an address database to determine the caller's location.

<u>Inform 911</u> – Allows the calling party number of the station to be sent to the E911 database rather than the billed telephone number. It is the Customer's responsibility to provide station number updates to the 911 database.

<u>Local Number Portability</u> – Allows businesses to switch local service providers and retain their local telephone numbers.

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4.3. DEDICATED BUSINESS LOCAL SERVICES (INTEGRATED SERVICES DIGITAL PRIMARY RATE INTERFACE SERVICE/T-1), Continued

4.3.6. Business Plans Optional Features, Continued

A. Business Plans 1 and 2, Continued:

<u>Inbound Only</u> – Provides for an inbound calling option on the Primary Rate Interface or Primary Rate Port. No outgoing capability exists when this feature is selected. A minimum of one D Channel is required.

<u>Inbound Interface</u> – Provides a PRI termination and a Digital multichannel transmission path between the Central Office and the Customer's Premises and is configured with one D Channel or a Backup D Channel and 23 B Channels or 24 B Channels

<u>Universal Calling</u> – Allows the end-user to make and receive local, intraLATA (local toll) and long distance calls. PNG Local Service provides Universal Calling with the following call coverage:

- Local Call Coverage: enable callers to place phone calls to any telephone in a predefined local calling area.
- Extended Area Service (EAS): enables callers to place calls to a pre-defined area outside of what is normally considered the local calling area at no extra charge.
- IntraLATA (Local Toll): carried by the long distance network.
- InterLATA: also carried by the long distance network.

<u>Service Access Codes</u> (SAC) – SACs are non-geographic area codes (often referred to as NPAs) assigned for special network uses. These codes include 500,700, and 8XX

B. Business Plan 3:

<u>Calling Name Delivery</u> - Allows customer to receive the calling name on inbound calls (customer equipment must be NI-2 compliant).

<u>D-Channel Sharing</u> - PRIs can be aggregated with one D-channel controlling multiple PRIs.

<u>D-Channel Backup</u> - Allows a predetermined D-Channel to automatically take over if the primary D-Channel fails.

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4.3. DEDICATED BUSINESS LOCAL SERVICES (INTEGRATED SERVICES DIGITAL PRIMARY RATE INTERFACE SERVICE/T-1), Continued

4.3.6. Business Plans Optional Features, Continued

B. Business Plan 3, Continued:

Two B Channel Transfer (TBCT) - Prevents 2 B channels from being tied up when transferring calls.

C. Business Plan 4:

<u>Channelized T1</u>— Configuration that allows certain channels to operate in one trunk group and other channels in a separate trunk group.

<u>Inbound ANI (Automatic Number Identification) over T1</u> – Delivers the calling number on a digital T1 circuit

Outbound ANI over T1 ~ Will outpulse a telephone number of the customer's choice for each trunk group. No number will be outpulsed to the PSTN.

D. Business Plan 5:

Calling Number Delivery (PRI Only)

<u>Private Networking</u> – Provides the ability to combine multiple locations into one secure network for the exchange of data traffic.

<u>DNS Hosting</u> – Company will store customer's DNS information and perform DNS resolution

<u>DNS Resolution</u> – Process of translating domain names to IP addresses

Multiple Public IP Addresses - Option to obtain more IP addresses

Battery Backup - Backup available for the integrated access device (IAD)

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SECTION 4 – DESCRIPTION OF SERVICE AND RATES, Continued

4.3. DEDICATED BUSINESS LOCAL SERVICES (INTEGRATED SERVICES DIGITAL PRIMARY RATE INTERFACE SERVICE/T-1), Continued

4.3.6. Business Plans Optional Features, Continued

D. Business Plan 5, Continued:

<u>Caller ID</u>, <u>Name and Number (Analog line only)</u> – Allows customer to receive the calling name and/or number on inbound calls.

<u>Inbound ANI (Automatic Number Identification) over T1</u> – Delivers the calling number on a digital T1 circuit

Outbound ANI over TI — Will outpulse a telephone number of the customer's choice for each trunk group. No number will be outpulsed to the PSTN.

<u>Calling Name Delivery (PRI Only)</u> – Allows customer to receive the calling name on inbound calls (customer equipment must be NI-2 compliant).

Two B Channel Transfer (TBCT) (PRI Only)—Prevents 2 B channels from being tied up when transferring calls.

<u>DID Billing option (PRI Trunk only)</u> – Allows customers to receive a summary of outbound calls by DID number.

<u>Voicemail (Analog Lines Only)</u> – Available in Chicago, Atlanta, New York, New Jersey, Los Angeles and San Francisco

Enhanced Call Features (Analog Line only)

- o Call Forward Universal
- Call Forward Busy
- o Call Forward No Answer
- Call Waiting
- o Cancel Call Waiting
- o Three Way Calling
- Hunting Directory # Hunt
- Hunting Multi-Line Hunting

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SECTION 4 – DESCRIPTION OF SERVICE AND RATES, Continued

- 4.3. DEDICATED BUSINESS LOCAL SERVICES (INTEGRATED SERVICES DIGITAL PRIMARY RATE INTERFACE SERVICE/T-1), Continued
- 4.3.7. Directory Listings

Company provides one free primary listing per trunk group in the Incumbent Local Exchange Carrier's (ILEC) directories. This includes a one-line listing in the white pages and a one-line heading in the yellow pages.

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Ohio Local Exchange Services – Price Sheets PNG Telecommunications, Inc. d/b/a PowerNet Global Communications

PRICE SHEETS PERTAINING TO PNG TELECOMMUNICATIONS, INC.'S REGULATIONS AND SCHEDULES FOR INTRASTATE CHARGES APPLICABLE TO COMMUNICATIONS SERVICES REGULATED BY THE PUBLIC UTILITIES COMMISSION OF OHIO

Issued: April 25, 2007

Effective Date: April 26, 2007

1.1. **BASIC LOCAL EXCHANGE SERVICE** 1.1.1. Directory Assistance Service, Continued Per Call \$1.50 Call Completion Per Call Completed \$0.50 1.1.2. **Operator Assisted Calls** Busy Line Interrupt Per Call \$4.50 Busy Line Verification, Per Call \$4.25 1.1.3. Additional Charges Applied to Basic Exchange Access Services Local Number Portability (LNP), per month \$0.35 \$0.35 Public Telephone Surcharge, Per Call

Issued: April 25, 2007

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1.1.4. Basic Local Exchange Service Rates and Charges

Residential Bundled Rates

Call to Connect Simple Bundled Service

Per Line, Per Month \$28.99 Additional Direct Dialed InterLATA Toll, per minute\$0.069

Additional Direct Dialed IntraLATA Toll, per minute\$0.069

Call to Connect Bundled Service

Per Line, Per Month \$31.99

Additional Direct Dialed InterLATA Toll, per minute\$0.069 Additional Direct Dialed IntraLATA Toll, per minute\$0.069

Call to Connect Plus Bundled Service

Per Line, Per Month \$49.99

Additional Direct Dialed InterLATA Toll, per minute \$0.069 Additional Direct Dialed IntraLATA Toll, per minute \$0.069

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1.1.4. Basic Local Exchange Service Rates and Charges, Continued

Additional/Miscellaneous Charges

Per Use Custom Calling Features	Charge Per Use
Repeat Dialing (*66)	\$0.75
Per Call Blocking (*67)	No Charge
Call Return (Automatic Call Back) (*69)	\$1.99
Call Trace	\$4.99
Three-Way Calling	\$1.99

Unlimited Custom Calling Features

The addition of an unlimited custom calling features will incur a non-recurring setup charge per feature, per line.

	Non-Recurrin	g Charge	Monthly Recu	irring Fee
Repeat Dialing (*66) Call Return	\$5.	.00	\$	5.50
(Automatic Call Back) (*69	\$1.0	00	\$	5.50
Three-Way Calling	\$1.0	00	\$	3.50
Call Forwarding	\$1.0	00	\$	3.00
Speed Dial 8	\$1.0	00	\$	2.95
Caller ID with name	\$1.6	00	\$	9.95
Call Waiting	\$1.0	00	\$	3.38
Anonymous Call Rejection				
(Privacy Manager)	\$1.0	00	\$	5.99
Call Waiting ID				
(requires Caller ID and Call	Waiting) \$1.0	00	\$	1.99

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1.1.4. Basic Local Exchange Service Rates and Charges, Continued

Directory Listing

Non-Published Listing	\$3.50
Non-Listed Listing	\$2.25
Additional Listing	\$2.49

1.1.5. Service Establishment and Change Charges

Local Exchange Service Installation Charge

New Installation of Service at Customer's premises	\$150.00
Service Order Charge – per line	\$25.00

Conversion Fee

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

Conversion charge, per line

\$25.00

One-Time Change to Service

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

Service changes - Per order	\$9.99	
New phone number (at customer's request)	\$22.00	

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Customer must be available at scheduled appointment time

1.1.5. Service Establishment and Change Charges, Continued

Service Restoration Charge

Restoral of Service is a nonrecurring charge which applies each time a Service is reconnected after suspension for nonpayment.

Per order \$25.00

Moves and Additional Line Installation

Move Service to new location*	\$75.00
Installation of additional line*	\$75.00

Missed Appointment

Customer must be available for scheduled appointments or be assessed a missed appointment charge.

Per Missed Appointment

\$75.00

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1.2. INTRALATA AND INTERLATA PRESUBSCRIPTION

1.2.1. Presubscription Charges

Nonrecurring Charges Per business or residence line, trunk, or port

Initial Line, or Trunk or Port	\$0.00
Additional Line, Trunk or Port (manual)	\$5.50
(automated)	\$1.25

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1.3.1. Directory Listings

	MRC	NRC
Primary Listing	Free	Free
Additional non-primary listing	\$6.00	\$35.00
Additional changes or deletions to		
First non-primary listing	\$0.00	\$35.00
2 nd and subsequent non-primary listings	\$6.00	\$9.00
Additional changes or deletions to		
2 nd and subsequent non-primary listing	\$0.00	\$9.00
Caption	\$6.00	\$0.00
Foreign	\$6.00	\$0.00
Line of information	\$6.00	\$0.00
Classified heading	Free	Free
Non-listed	\$3.50	\$34.71
Non-published	\$4 .95	\$34.71

1.3.2. Local Operator Assistance Services

	101 000 100
Local Directory Assistance	\$0.89
Payphone	\$0.35
Person to Person	\$0.89
Station to Station	\$1.75
Busy Line Verification	\$1.35
Busy Line Interrupt	\$1.50
Operator Assisted Call	\$0.75

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Per Hice Fee

1.3.3. Term and Volume Business Plans Rates and Charges

Business Plan 1 (Dedicated Local Voice T-1/PRI) Unlimited local - A Pricing:

	<u>MRC</u>	Block of 20* DIDs		Block of 1	00 * DIDs
24 Months:	\$439.00	MRC \$6.00	<u>NRC</u> \$6.00	MRC \$25.00	<u>NRC</u> \$30.00
36 Months:	\$430.00	\$6.00	\$6.00	\$25.00	\$30.00

^{*} where available

Business Plan 1 (Dedicated Local Voice T-1/PRI) Unlimited local - L Pricing:

	<u>MRC</u>	Block of 20* DIDs		Block of 1	00 * DIDs	
24 Months:	\$568.00	MRC \$6.00	NRC \$6.00	<u>MRC</u> \$25.00	<u>NRC</u> \$30.00	
36 Months:	\$559.00	\$6.00	\$6.00	\$25.00	\$30.00	

^{*} where available

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1.3.3. Term and Volume Business Plans Rates and Charges, Continued

Business Plan 2 (Integrated Voice and Data):

	# of Channels	MRC	NRC (Installation fee)
12 Months	1 (64k)	\$107.00	\$198.00
	2(128k)	\$156.00	\$198.00
	4(256k)	\$219.00	\$198.00
	6(384k)	\$276.00	\$198.00
	8(512k)	\$332.00	\$198.00
	12(768k)	\$360.00	\$198.00
	16(1024k)	\$377.00	\$198.00
24 Months	1 (64k)	\$100.00	waived
	2 (128k)	\$147.00	waived
	4 (256k)	\$208.00	waived
	6 (384k)	\$263.00	waived
	8 (512k)	\$317.00	waived
	12 (768k)	\$343.00	waived
	16 (1024k)	\$358.00	waived
36 Months	1 (64k)	\$95.00	waived
	2 (128k)	\$139.00	waived
	4 (256k)	\$197.00	waived
	6 (384k)	\$250.00	waived
	8 (512k)	\$300.00	waived
	12 (768k)	\$326.00	waived
	16 (1024k)	\$339.00	waived

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1.3.3. Term and Volume Business Plans Rates and Charges, Continued

Business Plan 3 (Dedicated Local PRI) -100,000 included local minutes:

	MRC	Block of	Block of 100 * DID		
		<u>MRC</u>	<u>NRC</u>	<u>MRC</u>	<u>NRC</u>
12 Months:	\$623.00	\$6.00	\$50.00	\$30.00	\$200.00
24 Months:	\$450.00	\$6.00	\$50.00	\$30.00	\$200.00
36 Months:	\$437.00	\$6.00	\$50.00	\$30.00	\$200.00

^{*} where available

Business Plan 3 (Dedicated Local PRI) - 300,000 included local minutes:

	MRC	Block of 20* DIDs		Block of 100 * DIDs	
12 Months: 24 Months: 36 Months:	\$965.00 \$735.00 \$722.00	<u>MRC</u> \$6.00 \$6.00 \$6 .00	<i>NRC</i> \$50.00 \$50.00 \$50.00	MRC \$30.00 \$30.00 \$30.00	<u>NRC</u> \$200.00 \$200.00 \$200.00

^{*} where available

Business Plan 4 (Dedicated Local Digital T1) - 100,000 included local minutes:

	MRC	Block of 20* DIDs		Block of 100 * DIDs	
		<u>MRC</u>	<u>NRC</u>	<u>MRC</u>	<u>NRC</u>
12 Months:	\$503.00	\$6 .00	\$50.00	\$30.00	\$200.00
24 Months:	\$340.00	\$6.00	\$50.00	\$30.00	\$200.00
36 Months:	\$327.00	\$6.00	\$50.00	\$30.00	\$200.00

^{*} where available

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1.3.3. Term and Volume Business Plans Rates and Charges, Continued

Business Plan 4 (Dedicated Local Digital T1) - 300,000 included local minutes:

	<u>MRC</u>	Block of 20* DIDs		Block of 100 * DIDs	
		<u>MRC</u>	<u>NRC</u>	<u>MRC</u>	<u>NRC</u>
12 Months:	\$965.00	\$6.00	\$50.00	\$30.00	\$200.00
24 Months:	\$735.00	\$6.00	\$50.00	\$30.00	\$200.00
36 Months:	\$722.00	\$6.00	\$50.00	\$30.00	\$200.00

^{*} where available

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1.3.3. Term and Volume Business Plans Rates and Charges, Continued

Business Plan 5 (Integrated Voice and Data):

	# of Channels	Bandwidth	MRC
12 Months	12-19	256	\$311.00
	12-19	512	\$411.00
	12-19	1536	\$511.00
	20-26	256	\$312.00
	20-26	512	\$412.00
	20-26	1536	\$512.00
	27-32	256	\$313.00
	27-32	512	\$413.00
	27-32	1536	\$513.00
24 Months	12-19	256	\$272.00
	12-19	512	\$352.00
	12-19	1536	\$472.00
	20-26	256	\$271.00
	20-26	512	\$351.00
	20-26	1536	\$471.00
	27-32	256	\$270.00
	27-32	512	\$350.00
	27-32	1536	\$470.00
36 Months	12-19	256	\$250.00
	12-19	512	\$329.00
	12-19	1536	\$450.00
	20-26	256	\$249.00
	20-26	512	\$329.00
	20-26	1536	\$449.00
	27-32	256	\$248.00
	27-32	512	\$328.00
	27-32	1536	\$448.00

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1.3.3. Term and Volume Business Plans Rates and Charges, Continued

Other Applicable Rates (Features not available in all plans):

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	MRC	NRC
Local Number Portability (LNP)/Channel	\$0.35	
Port Charge	\$0.00	
Loop Fees	ICB	
Customer Dialed Directory Assistance	\$0.89	
Directory Listings - Primary	Free	
Caller ID Number (POTS)	\$5.80	
Caller ID Name & Number (POTS)	\$7.00	
Analog Trunk - Inbound ANI (FXO Lines)	\$75.00	
Analog Trunk - CID Number (FXS/POTS Line)	\$7.50	
Analog Trunk - CID Name & Number (FXS/POTS Line)	\$9.00	
T1 CAS - Inbound ANI over T1	\$37.50	
T1 CAS – Outbound ANI over T1	\$37.50	
PRI – CID Name & Number	\$300.00	
DNS Hosting MRC	\$15.00	\$25.00
Channelized T-1	\$0.00	\$750.00
D-channel sharing	\$75.00	\$75.00
D-channel back-up	\$75.00	\$75.00
Inbound Redirect	\$100.00	\$0.00
Remote Call Forwarding on demand	\$50.00	\$75.00
CNAM Delivery (PSTN Connect TDM & foreign exch)	\$250.00	\$50.00

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1.3.3. Term and Volume Business Plans Rates and Charges, Continued

Business Plan 5 only:

		<u>NRC</u>
Battery bac	ckup –	
-	One year term	\$949
	Two year term	\$475
	Three year term	\$200
Without ba	attery backup -	
•	One year term	\$749
	Two year term	\$375
	Three year term	waived

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Exhibit B

OHIO TELECOMMUNICATIONS TARIFF

applicable to

Competitive Local Exchange Carrier Services

provided by

PNG TELECOMMUNICATIONS, INC.

d/b/a PowerNet Global Communications 100 Commercial Drive Fairfield, OH 45014

Regulations and Schedule of Charges Applying to Competitive Facilities-Based and Resold Local Exchange Telecommunications Services

(Replaces PNG Telecommunications, Inc. P.U.C.O. Tariff No. 1 in its entirety)

This tariff ('Tariff') contains the descriptions, regulations, and rates applicable to the furnishing of competitive, presubscribed Local Exchange telecommunications Services provided by PNG Communications, Inc. d/b/a PowerNet Global Communications ("Company") within the State of Ohio. This Tariff is on file with the Public Utilities Commission of Ohio. Copies may be inspected during normal business hours at Company's principal place of business: 100 Commercial Drive, Fairfield, Ohio 45014.

Issued: January 8,2007

Effective Date: March 5,2007

CHECK LIST

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

Page	Version	Page	Version	Page	Version	Page	Version
Title	Original						
1	2 nd Revised*	31	Original	61	Original	91	1st Revised*
2	Original	32	Original	62	Original	92	1st Revised*
3	1st Revised*	33	Original	63	Original	93	Original
4	Original	34	Original	64	Original	94	1st Revised*
5	Original	35	Original	65	Original	95	1st Revised*
6	Original	36	1st Revised*	66	Original	96	1st Revised*
7	Original	37	1st Revised*	67	Original	97	1st Revised*
8	Original	38	Original	68	1 st Revised*	98	1st Revised*
9	Original	39	Original	69	1st Revised*	99	1st Revised*
10	Original	40	1st Revised*	70	Original	100	1st Revised*
11	Original	41	1st Revised*	71	Original	101	1st Revised*
12	Original	42	1 st Revised*	72	Original	102	1st Revised*
13	Original	43	1st Revised*	73	Original	103	1st Revised*
14	Original	44	Original	74	Original	104	1st Revised*
15	Original	45	Original	75	Original	105	1st Revised*
16	Original	46	1st Revised*	76	Original	106	1st Revised
17	1st Revised*	47	1st Revised*	77	Original		
18	Original	48	Original	78	Original		
19	Original	49	Original	79	Original		
20	Original	50	1st Revised*	80	Original		
21	Original	51	1st Revised*	81	Original		
22	Origina1	52	Original	82	Original		
23	Original	53	Original	83	Original		
24	Original	54	Original	84	Original		
25	Original	55	Original	85	1st Revised*		
26	Original	56	1st Revised*	86	1st Revised*		
27	Original	57	1st Revised*	87	Original		
28	Original	58	Original	88	Original		
29	Original	59	Original	89	Original		
30	Original	60	Original	90	1st Revised*		

^{* =} New/Revised Page this issue

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Dennis Packer, General Counsel PNG Telecommunications, Inc. 100 Commercial Drive Fairfield, Ohio 45014

Issued under authority of the Public Utilities Commission of Ohio, pursuant to Commission Order Dated September 30,1999, in Case No. 98-1094-TP-ACE

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EXPLANATION OF SYMBOLS

The following symbols shall be used in this Tariff for the purposes indicated below.

- (C) To signify changed listing, rule, or condition which may affect rates or charges.
- (D) To signify discontinued material, including listing, rate, rule or condition.
- (I) To signify a rate increase.
- (M) To signify material relocated from or to another part of Tariff schedule with no change in text, rate, rules or conditions.
- (N) To signify new materials including listing, rate, rule or condition.
- (R) To signify a rate reduction.
- (T) To signify change in wording of text but not change in rate, rule or condition.

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PNG Telecommunications, Inc. 100 Commercial Drive Fairfield, Ohio 45014

3.5. TERMS AND CONDITIONS

- 3.5.1. Residential Customers may cancel Service at any time. Commercial Customers may cancel Service at any time unless prohibited by a Customer executed agreement.
- 3.5.2. Service shall be provided and billed on the basis of a minimum period of at least one month. The Customer must pay the regular tariffed rate for Service for the minimum period of Service if Service is Discontinued during the initial minimum Service period. If a Customer Discontinues Service after the initial minimum Service period has ended, then the Customer will be billed pro rata for Services rendered.
- 3.5.3. Customers may be required to enter into written Service Orders which shall contain or reference a specific description of the Service ordered, the rates to be charged, the duration of the Services, and the terms and conditions in the tariffs of the Company. Customer will also be required to execute any other documents as may be reasonably requested by the Company.
- 3.5.4. At the expiration of the initial term specified in each Service Order, or in any extension thereof, Service shall continue on a month-to-month basis at the then current rates unless Discontinued by either party. Any Discontinuance shall not relieve Customer of the Customer's obligation to pay any charges incurred under the Service Order and the tariffs of the Company prior to the Discontinuance. The rights and obligations which by their nature extend beyond the Discontinuance of the term of the Service Order shall survive such Discontinuance.
- 3.5.5. The tariffs of the Company shall be interpreted and governed by the laws of the State of Ohio without regard for its choice of laws provision.
- 3.5.6. PNG may act as the customer's agent for ordering access to connection facilities provided by other carriers or entities, when authorized by the customer, to allow provision of services by PNG. The customer will be responsible for all charges due for such service arrangement. All orders for switching a customer's Primary Interexchange Carrier will be verified according to the procedures set forth by the Federal Communications Commission in 47 C.F.R. §§ 64.1100-64.1101.
- 3.5.7. All practices of the Company pertaining to the provision of toll
 Service shall also conform to the MTSS. Customers have certain rights and responsibilities
 under the Minimum Telephone Service Standards. These safeguards can be found in the
 Appendix to Ohio Adm. Code 4901:1-5-03, which is entitled "Telephone Customer Rights
 and Responsibilities." These rights and responsibilities include complaint handling, ordering
 or changing service, service repair, payment of bills, and disconnection and reconnection of
 service.

(N)

(N)

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3.15. PAYMENT FOR SERVICE

The Customer is responsible for the payment of all charges for Facilities and Services furnished by the Company to the Customer and to all Users authorized by the Customer, regardless of whether those Services are used by the Customer.

3.16. BILLING AND COLLECTION OF CHARGES

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(D)

Issued: June 6, 2008 Effective Date: June 6, 2008

3.16. BILLING AND COLLECTION OF CHARGES, Continued

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

(D) (D)

3.17. ADVANCE PAYMENTS

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

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3.19. DISCONNECTION OR SUSPENSION OF SERVICE BY COMPANY

(D)

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3.19. DISCONNECTION OR SUSPENSION OF SERVICE BY COMPANY, Continued

(D)

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P.U.C.O. Tariff No. 1 Replaces P.U.C.O Tariff No. 1 in its entirety 1st Revised Page No. 42 Cancels Original Page No. 42

(D)

SECTION 3 - RULES AND REGULATIONS, Continued

3.19. DISCONNECTION OR SUSPENSION OF SERVICE BY COMPANY, Continued

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Dennis Packer, General Counsel PNG Telecommunications, Inc. 100 Commercial Drive Fairfield, Ohio 45014

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3.19. DISCONNECTION OR SUSPENSION OF SERVICE BY COMPANY, Continued

(D)

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3.19. DISCONNECTION OR SUSPENSION OF SERVICE BY COMPANY, Continued

(D)

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3.20. (Reserved for Future Use)

(D)

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3.24. (Reserved for Future Use)

(D)

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SECTION 3 - RULES AND REGULATIONS, Continued

3.24. (Reserved for Future Use), Continued

(D)

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3.31. (Reserved for Future Use)

(D)

Issued: June 6, 2008 Effective Date: June 6, 2008

3.31. (Reserved for Future Use), Continued

(D)

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SECTION 4 - DESCRIPTION OF SERVICE AND RATES, Continued

4.1. BASIC LOCAL EXCHANGE SERVICE, Continued

4.1.2. Services Offered

Local Exchange Service Areas are described in Section 5. The Services and Packages in this section are offered to Residential Customers only.

A. Residential Bundled Services²

- General Network Exchange Bundled Service is a bundle or package
 of telecommunications Services including Local Exchange Service,
 intrastate and interstate long distance Service and custom calling
 features.*
- Bundled Service Packages Residential packages may include Basic Local Exchange Service, IntraLATA Toll Service, InterLATA Toll Service. Wireless Service, voice mail and/or Internet access may be available with some packages at an additional charge.*
 - a. <u>Call to Connect Simple Bundled Service</u> Provides Customers with Unlimited local calls and thirty (30) minutes of unlimited toll intraLATA, interLATA and interstate calling in the United States. Additional toll minutes billed at a per minute rate.
 - b. <u>Call to Connect Bundled Service</u> Provides Customers with Unlimited local calls and one hundred twenty (120) minutes of unlimited toll intraLATA, interLATA and interstate calling in the United States. Additional toll minutes billed at a per minute rate.

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^{*} This package can only be purchased in conjunction with non-regulated and/or detariffed services

² These Services are tariffed under Option 2 compliance with disconnection procedures in Rule 4901:1-5-17 of the Commission's Rules.

4.1. BASIC LOCAL EXCHANGE SERVICE, Continued

4.1.2. Services Offered

- A. Residential Bundled Services, Continued
 - 2. Bundled Service Packages, Continued
 - c. Call to Connect Plus Bundled Service Provides Customers with Unlimited local calls and one hundred twenty (120) minutes of unlimited toll intraLATA, interLATA and interstate calling in the United States, as well as the following custom calling features: Caller ID with name, Call Waiting and Caller ID Waiting. Additional toll minutes billed at a per minute rate.*
- B. Per Use Custom Calling Features

Customers may utilize the following custom calling features on a per use basis: Repeat Dialing (*66), Number ID Blocking Activation (*67), Last Call Return (*69) and Call Trace.

C. Business Basic Local Exchange Services

[Reserved for Future Use]

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^{*} This package can only be purchased in conjunction with non-regulated and/or detariffed services

4.1. BASIC LOCAL EXCHANGE SERVICE, Continued

4.1.10. Application of Rates for Business and Residence Service

A. General

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

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

B. Business Service

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- 4.1. BASIC LOCAL EXCHANGE SERVICE, Continued
- 4.1.10. Application of Rates for Business and Residence Service, Continued
 - B. Business Service, Continued

(D)

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- 4.1. BASIC LOCAL EXCHANGE SERVICE, Continued
- 4.1.11. Additional Charges Applied to Basic Exchange Access Services, Continued

(D)

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4.1. BASIC LOCAL EXCHANGE SERVICE, Continued

4.1.12. Basic Local Exchange Service Rates and Charges

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

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- 4.1 BASIC LOCAL EXCHANGE SERVICE, Continued
- 4.1.12. Basic Local Exchange Service Rates and Charges, Continued

(D)

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4.3. (Reserved for Future Use)

(D)

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4.3. (Reserved for Future Use), Continued

(D)

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SECTION 4 - DESCRIPTION OF SERVICE AND RATES, Continued

4.5. (10001 vod 101 1 dtd10 000), Commuo	or Future Use), Continued	Future	for	(Reserved	4.3.
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4.3. (Reserved for Future Use), Continued

(D)

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4.3. (Reserved for Future Use), Continued

(D)

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4.3. (Reserved for Future Use), Continued

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SECTION 4 - DESCRIPTION OF SERVICE AND RATES, Continued

4.3. (Reserved for Future Use), Continued

(D)

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4.3. (Reserved for Future Use), Continued

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4.3. (Reserved for Future Use), Continued

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4.3. (Reserved for Future Use), Continued

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(D)

SECTION 4 - DESCRIPTION OF SERVICE AND RATES, Continued

4.3. (Reserved for Future Use), Continued	
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Ohio Local Exchange Services - Price Sheets PNG Telecommunications, Inc. d/b/a PowerNet Global Communications

PRICE SHEETS PERTAINING TO PNG TELECOMMUNICATIONS, INC.'S REGULATIONS AND SCHEDULES FOR INTRASTATE CHARGES APPLICABLE TO COMMUNICATIONS SERVICES REGULATED BY THE PUBLIC UTILITIES COMMISSION OF OHIO

Issued: April 25, 2007 Effective Date: April 26, 2007

1.1.	BASIC LOCAL EXCHANGE SERVICE	
1.1.1.	Directory Assistance Service, Continued	
	Per Call	\$1.50
	Call Completion	
	Per Call Completed	\$0.50
1.1.2.	Operator Assisted Calls	
	Busy Line Interrupt Per Call	\$4.50
	Busy Line Verification, Per Call	\$4.25
1.1.3.	Additional Charges Applied to Basic Exchange Access Services	
	Local Number Portability (LNP), per month	\$0.35
	Public Telephone Surcharge, Per Call	\$0.35

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1.1. BASIC LOCAL EXCHANGE SERVICE, Continued

1.1.4. Basic Local Exchange Service Rates and Charges

Residential Bundled Rates

Call to Connect Simple Bundled Service*	
Per Line, Per Month	\$28.99

Additional Direct Dialed InterLATA Toll, per minute\$0.069 Additional Direct Dialed IntraLATA Toll, per minute\$0.069

Call to Connect Bundled Service*

Per Line, Per Month \$31.99
Additional Direct Dialed InterLATA Toll, per minute\$0.069
Additional Direct Dialed IntraLATA Toll, per minute\$0.069

Call to Connect Plus Bundled Service*

Per Line, Per Month \$49.99 Additional Direct Dialed InterLATA Toll, per minute\$0.069 Additional Direct Dialed IntraLATA Toll, per minute\$0.069

Effective Date: June 6, 2008

(N)

Dennis Packer, General Counsel
PNG Telecommunications, Inc.
100 Commercial Drive
Fairfield, Ohio 45014

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^{*} This package can only be purchased in conjunction with non-regulated and/or detariffed services

1.1. BASIC LOCAL EXCHANGE SERVICE, Continued

1.1.4. Basic Local Exchange Service Rates and Charges, Continued

Additional/Miscellaneous Charges

Per Use Custom Calling Features	Charge Per Use
Repeat Dialing (*66)	\$0.75
Per Call Blocking (*67)	No Charge
Call Return (Automatic Call Back) (*69)	\$ 1,99
Call Trace	\$4.99
Three-Way Calling	\$1.99

Unlimited Custom Calling Features

The addition of an unlimited custom calling features will incur a non-recurring setup charge per feature, per line.

<u>1</u>	Non-Recurring Charge	Monthly Recurring Fee
Repeat Dialing (*66) Call Return	\$5.00	\$5.50
(Automatic Call Back) (*69)	\$1.00	\$5.50
Three-Way Calling	\$1.00	\$3.50
Call Forwarding	\$1.00	\$3.00
Speed Dial 8	\$1.00	\$2.95
Caller ID with name	\$1.00	\$9.95
Call Waiting	\$1.00	\$3.38
Anonymous Call Rejection		
(Privacy Manager)	\$1.00	\$5.99
Call Waiting ID		
(requires Caller ID and Call V	Vaiting) \$1.00	\$1.99

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1.1. BASIC LOCAL EXCHANGE SERVICE, Continued

1.1.4. Basic Local Exchange Service Rates and Charges, Continued

Directory Listing

Non-Published Listing	\$3.50
Non-Listed Listing	\$2.25
Additional Listing	\$2.49

1.1.5. Service Establishment and Change Charges

Local Exchange Service Installation Charge*

New Installation of Service at Customer's premises	\$150.00
Service Order Charge - per line	\$25.00

Conversion Fee

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

Conversion charge, per line

\$25.00

One-Time Change to Service

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

Service changes - Per order	\$9.99
New phone number (at customer's request)	\$22.00

*Customer must be available at scheduled appointment time

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1.1. BASIC LOCAL EXCHANGE SERVICE, Continued

1.1.5. Service Establishment and Change Charges, Continued

Service Restoration Charge

Restoral of Service is a nonrecurring charge which applies each time a Service is reconnected after suspension for nonpayment.

Per order	\$25.00
Moves and Additional Line Installation	
Move Service to new location*	\$75.00
Installation of additional line*	\$75.00

Missed Appointment

Customer must be available for scheduled appointments or be assessed a missed appointment charge.

Per Missed Appointment

\$75.00

Issued: April 25, 2007

Effective Date: April 26, 2007

1.2. INTRALATA AND INTERLATA PRESUBSCRIPTION

1.2.1. Presubscription Charges

Nonrecurring Charges Per business or residence line, trunk, or port

Initial Line, or Trunk or Port	\$0.00
Additional Line, Trunk or Port (manual)	\$5.50
(automated)	\$1.25

Issued: April 25, 2007 Effective Date: April 26, 2007

PNG Telecommunications, Inc. d/b/a PowerNet Global Communications Price Sheets P.U.C.O. Tariff No. 1A
Replaces P.U.C.O Tariff No. 1 in its entirety

1st Revised Sheet No. 8

<u>Cancels Original Sheet No. 8</u>

1.3. (Reserved for Future Use)

(D)

Issued: June 6, 2008

Effective Date: June 6, 2008

1.3. (Reserved for Future Use), Continued

(D)

Issued: June 6, 2008

Effective Date: June 6, 2008

1.3. (Reserved for Future Use), Continued

(D)

Issued: June 6, 2008

Effective Date: June 6, 2008

P.U.C.O. Tariff No. 1A
Replaces P.U.C.O Tariff No. 1 in its entirety

1st Revised Sheet No. 11

Cancels Original Sheet No. 11

1.3. (Reserved for Future Use), Continued

(D)

Issued: June 6, 2008

Effective Date: June 6, 2008

1.3. (Reserved for Future Use), Continued

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1.3. (Reserved for Future Use), Continued

(D)

Issued: June 6, 2008

1.3. (Reserved for Future Use), Continued

(D)

Issued: June 6, 2008

Effective Date: June 6, 2008

1.3. (Reserved for Future Use), Continued

(D)

Issued: June 6, 2008

Effective Date: June 6, 2008

Exhibit C

With the proposed tariff in Exhibit B PNG Telecommunications, Inc. (PNG) has removed all points that are now covered by MTSS, all non-residential Tier 2 services, and all Business and Residential Toll Services.

PNG has added in the MTSS language and a footnote in the price sheets letting customers know that some bundles are bundled together with deregulated services.

Exhibit D

The Price List will be posted on the company's website (<u>www.powernetglobal.com</u>) and accessible to the general public. The link will be located under the Legal Terms and Conditions tab on the company's website. A copy of the proposed Price List is attached as Exhibit D.

Additionally, thirty (30) day notice will be provided to our customers per our terms and conditions agreement.

PNG TELECOMMUNICATIONS, INC. OHIO TELECOMMUNICATIONS PRICE LIST

TITLE PAGE

This Price List contains the descriptions, regulations, and rates applicable to the furnishing of resold toll telecommunications services by PNG Telecommunications, Inc. ("PNG") within the State of Ohio. PNG's principal offices are located at 100 Commercial Drive, Fairfield, OH 45014.

Issued: May 6, 2008 Effective: May 6, 2008

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SECTION 1 TECHNICAL TERMS AND ABBREVIATIONS

- 4.1.1 Authorization Code A numerical code, one or more of which may be assigned to a Customer, which enables PNG to identify the Customer's call for the purpose of tracking and billing the call. All authorization codes will be the sole property of PNG and no Customer will have any property or other right or interest in the use of any particular authorization code.
- 1.2 <u>Commission</u> Public Utilities Commission of Ohio.
- 1.3 <u>Company or Carrier</u> PNG Telecommunications, Inc.
- 1.4 <u>Customer</u> The person or legal entity which subscribes to, utilizes, or enters into arrangements for PNG's telecommunications services and is responsible for payment for PNG's services.
- 1.5 <u>Day</u> From 8:00 A.M. up to but not including 5:00 P.M., every day including Saturday and Sunday.
- 1.6 <u>Delinquent Bill</u> Any bill not paid within 20 days of the date on which the bill was rendered.
- 1.7 <u>Disabled</u> Refers to persons with communication disabilities, including those hearing disabled, deaf, deaf/blind, and speech disabled persons who have a disability that prevents them from communicating over the telephone without the aid of a telecommunications device for the communicatively disabled.
- 1.8 <u>Discontinuance of Service</u> Disconnection of telephone service intitiated by PNG and not requested by the Customer.
- 1.9 <u>Emergency Call</u> An emergency call is an originated call of short duration to a governmental Emergency Service Agency in order to seek assistance in circumstances or conditions which pose immediate threat to human life, property or both, and necessitate that prompt action be taken.
- 1.10 <u>Emergency Service Agency</u> Governmental fire fighting, Ohio State Highway Patrol, police, and emergency squad service provided they answer emergency service calls on a personally attended 24 hour basis, 365 days a year, including holidays.
- 1.9 Evening From 5:00 p.m. up to but not including 11:00 p.m. Sunday through Friday
- 1.10 <u>Facilities Based Carrier</u> A company owning equipment for the purpose of providing telecommunications services to the public.
- 1.11 <u>Holidays</u> New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.
- 1.12 <u>Interruption</u> The inability to complete calls due to equipment malfunction or human errors. Interruption will not include, and no allowance will be given for service difficulties such as slow dial tone, circuits busy or other network and/or switching capacity shortages. Any Interruption allowance provided within this Price List by PNG will not apply where service is interrupted by the Customer or where

SECTION 1 TECHNICAL TERMS AND ABBREVIATIONS (cont.)

1.12 <u>Interruption</u> (cont.)

- PNG, pursuant to the terms of this Price List, terminates service because of nonpayment of bills, unlawful
- or improper use of PNG's service, or any other reason covered by this Price List or by applicable law.
- 1.14 <u>Local Access and Transport Area (LATA)</u> A geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192, within which a local exchange company provides communication services.
- 1.15 <u>Local Exchange Company (LEC)</u> Entity providing local exchange telecommunications services.
- 1.16 Night From 11:00 p.m. up to but not including 8:00 a.m.
- 1.17 Non-Day From 5:00 P.M. up to but not including 8:00 A.M., every day including Saturday and Sunday.
- 1.18 <u>Primary Interexchange Carrier</u> The Interchange Carrier to whom a customer's interexchange or interLATA calls are automatically routed by the LEC pursuant to the customer's instructions.
- 1.19 <u>Telecommunications</u> The transmission of voice communications or, subject to the transmission capabilities of the service, the transmission of data, facsimile, signaling, metering, or other communications.
- 1.20 <u>Travel Card</u> A postpaid calling card issued by PNG which allows Customers to make telephone calls and charge the calls to a credit account. Calls charged to a PNG-issued credit travel card will appear on the Customer's regular monthly bill.
- 1.21 Weekend-From 11:00 p.m. Friday up to but not including 5:00 p.m. Sunday.

SECTION 2. TERMS AND CONDITIONS

- 2.1 Application of Price List. This Price List contains the regulations and rates applicable to intrastate resale telecommunications services provided by PNG for communications originating or terminating throughout the State of Ohio. The company's services are provided, subject to availability, on a monthly basis and are accessible 24 hours a day, seven days a week.
- 2.2 <u>No Joint Undertaking</u> PNG's services are not part of a joint undertaking with any other entity providing telecommunications channels, facilities or services, but do involve the resale of the services of underlying Facilities Based Carriers.
- 2.3 <u>Minimum Telephone Service Standards</u>. Customers have certain rights and responsibilities under the Minimum Telephone Service Standards. These safeguards can be found in the Appendix to Ohio Adm. Code 4901:1-5-03, which is entitled "Telephone complaint handling, ordering or charging service, service repair, payment of bills, and disconnection and reconnection service."

2.4 Liability of PNG

- 2.4.1 General Limitation of Liability The liability of PNG, if any, for damages arising out of mistakes, omissions, interruptions, delays, errors, or defects in transmission during the course of furnishing service shall in no event exceed an amount equivalent to the charge to the Customer for the service during which such mistakes, omissions, interruptions, delays, errors or defects in transmission occurred. Under no circumstances shall PNG be liable for any consequential, special, indirect, incidental or exemplary damages.
- 2.4.2 <u>Liability for Acts of Customer</u> Any mistakes, omissions, interruptions, delays, errors, or defects in transmission or service which are caused by or contributed to by the negligence or willful act of Customer, or which arise from facilities or equipment used by Customer, shall not result in the imposition of any liability whatsoever upon PNG.
- 2.4.3 <u>Liability for Acts of Other Carriers or Government</u> PNG shall not be liable for the quality of service provided by any local exchange carrier (LEC). PNG is not liable for any act, ornission or negligence of any LEC or other provider whose facilities are used in furnishing any portion of the service received by Customer. In addition, PNG shall not be liable for any failure of performance hereunder due to necessary network reconfigurations; system modifications due to technical upgrades; or regulations established or actions taken by any court or government agency having jurisdiction over PNG.
- 2.4.4 <u>Force Maiuer</u> PNG shall not be liable for any failure of performance hereunder due to causes beyond its control, including but not limited to civil disorders; labor problems; and fire, flood, atmospheric conditions or other phenomena of nature.
- 2.4.5 <u>PUCO Approval</u> Approval of limitation of liability language by the PUCO does not constitute a determination by the Commission that the limitation of liability imposed by the Company should be upheld in a court of law. Approval by the Commission merely recognizes that since it is a court's responsibility to adjudicate negligence and consequent damage claims, it is also the court's responsibility to determine the validity of the exculpatory clause.

SECTION 2. TERMS AND CONDITIONS (cont.)

2.5 Responsibilities of Customer

- 2.5.1 <u>Compliance with Law</u> The Customer will comply with any applicable laws, regulations, orders or other requirements (as they exist from time to time) of any governmental entity relating to services provided.
- 2.5.2 <u>Payment of Charges</u> The Customer is responsible for payment of the charges set forth in this Price List.
- 2.5.3 <u>Compliance with Price List</u> The Customer is responsible for compliance with the applicable terms and conditions of service set forth in this Price List.
- 2.5.4 Hold Harmless The Customer will indemnify and save PNG harmless from all liability disclaimed by PNG as specified in Section 2.3 above, arising in connection with the provision of service by PNG, and will protect and defend PNG from any suits or claims against PNG in connection therewith. PNG will notify the Customer of any suit or claim against PNG of which it is aware.
- 2.5.5 <u>Security of Authorization Code</u> It is the Customer's responsibility to secure its Authorization Code from unauthorized use.

2.6 <u>Discontinuance or Interruption of Service</u>

2.6.1 Discontinuance of Service

- 2.6.1.A <u>Discontinuance of Service after Notice</u> Without incurring liability, PNG may discontinue services to a Customer upon written notice or may withhold the provision of ordered services subject to the procedures set forth in Section 2.6.3.A of this Price List:
 - 2.6.1 .A.1 by reason of any order or decision of any state or federal court, the PUCO, the FCC or other federal or state regulatory body or other governing authority prohibiting PNG from providing services,
 - 2.6.1 .A..2 for violation of any of the provisions of this Price List,
 - 2.6.1 A.3 for nonpayment of a delinquent and undisputed bill.
- 2.6.1 .B <u>Discontinuance of Service without Notice</u> Without incurring liability, PNG may discontinue services to a Customer without notice
 - 2.6.1 .B.1 for fraudulent procurement or use of PNG services.
 - 2.6.1 .B.2 for violation of any law, rule, regulation or policy of any governing authority having jurisdiction over PNG's services,

SECTION 2. TERMS AND CONDITIONS (cont.)

- 2.6 <u>Discontinuance or Interruption of Service</u> (cont.)
 - 2.6.1 <u>Discontinuance of Service</u> (cont.)
 - 2.6.1 .B <u>Discontinuance of Service without Notice</u> (cont.)
 - 2.6.1 .B.3 where it is deemed necessary by PNG to protect itself against the imposition of large indedebtedness and prior authorization is given by the Commission.
 - 2.6.2 Procedures for discontinuance of existing service
 - 2.6.2.A <u>Timing of Notice</u> PNG will provide the Customer with written notice postmarked at least five days before the proposed discontinuance.
 - 2.6.2.B <u>Content of Notice</u> The notice of proposed discontinuance of service shall include the name, address and telephone number of Customer, a statement of the reason for the proposed discontinuance of service, the date on or after which service will be discontinued unless appropriate action is taken and PNG's toll-free customer service number.
 - 2.6.3 <u>Interruption of Service</u> Credit allowance for the interruption of service which is not due to testing or adjusting by Facilities Based Carriers, negligence of the customer, violation of the provisions of this Price List or failure of equipment provided by the Customer are subject to the

provisions of Section 2.4 of this Price List. It will be the obligation of the Customer to notify PNG

immediately of any interruption of service for which credit is desired. Before giving such notice, the Customer will ascertain that the interruption is not the result of any act or omission of the Customer or the failure of any equipment provided by the Customer.

- 2.6.3.A <u>Amount of Credit and Method of Application</u> During any interruption of PNG service, the Customer may access any competitor's network by using the competitor's 10xxx code. The Customer will be credited the difference in the cost of using the competitor's service and the cost of using PNG's service had it not been interrupted.
- 2.7 <u>Billing Arrangements</u> Customers are billed directly by PNG. PNG will render bills monthly. Payment is due upon receipt. PNG may impose a late payment charge of 1.5% on any bill not paid within 30 days of receipt. A charge of \$20 will be assessed for checks returned for insufficient funds.
- 2.8 <u>Creditworthiness</u> PNG may, with its customers' written permission, obtain credit reports on its Customers for purposes of determining a Customer's creditworthiness.
- 2.9 <u>Contested Charges</u> All bills are presumed accurate, and will be binding on the Customer unless an objection is received by PNG within 20 days from the date on which the bill was rendered. The Customer may notify PNG of its objection either by phone at PNG's toll-free

SECTION 2. TERMS AND CONDITIONS (cont.)

2.9 <u>Contested Charges</u> (cont.)

customer service number (1 -800-860-9495) or in writing. A PNG representative will then try to resolve the dispute over the phone. In the case of a billing dispute between the Customer and PNG which cannot be settled with mutual satisfaction, the Customer may request and PNG will provide a detailed review of the disputed amount The undisputed portion and subsequent bills must be paid on a timely basis or the Customer's service may be discontinued. PNG will notify the Customer of the results of PNG's review in writing by ordinary U.S. Mail.

- 2.10 <u>Taxes</u> All federal excise taxes and state and local sales taxes are billed as separate items and are not included in the quoted rates.
- 2.11 <u>Promotions</u> PNG may from time to time offer promotional services with the approval of the PUCO.

SECTION 3 DESCRIPTION OF SERVICES

3.1 Description of Services - PNG provides interexchange telecommunications services including 10xxx dialing or dial 1+ service, 800 service and travel card service. PNG offers all of the above described services throughout the State of Ohio. These services are offered directly to end users and are not offered for resale.

- 3.2 <u>Dial 1+ Service or 10xxx Interexchange Service</u> Customers are provided access to interexchange service purchased by PNG from Facilities Based Carriers by dialing a 10xxx code.
- 3.3 800 Service 800 Service is an inbound-only service in which callers located within the state may place toll-free calls to a telephone with a predesignated 800 access number assigned to the Customer.
- 3.4 <u>Travel Card Service</u> Callers are issued one or more travel cards which allow them to place long distance calls from any touch tone phone and have the charges for the call billed to their account with PNG.
- 3.5 Dedicated Business Local Services (Integrated Services Digital Network I Primary Rate Interface Service/T-1) Integrated Services Digital Network (ISDN)-Primary Rate Interface (PRI)/T-1 is a central office based service arrangement that is an alternative for exchange access services. ISDN-PRI/T-1 is a service for high-speed dedicated digital voice and data transmission. Company's ISDN PRI Service employs a 1.544 Megabits per second (Mbps) facility typically divided into twenty-three B Channels and one D Channel. The B Channels are used for circuit-switched voice and data communications connecting to the public switched telephone network (PSTN) while the D Channel provides out-of-band signaling.

3.5.A. Regulations

ISDN PRI/T-1 service provides the Customer with a single, voice-grade, DTMF communications Channel.

ISDN PRI/T-1 and its associated features are only provided where facilities, equipment and technical capabilities exist and does not create an obligation for the Company to construct such facilities and equipment especially for the provision of this Service.

Customer is responsible for providing Customer Premises Equipment that is compatible with ISDN-PRI/T-1 Service.

The Company shall not be responsible if changes in any of the equipment, operations or procedures of the Company utilized in the provisioning of ISDN-PRI/T-1 Service render any facilities provided by the customer obsolete or require modification or alteration of such equipment or system or otherwise affect its use or performance.

3.5.B. Application of Rates and Charges

- A. Term Pricing Plans: Term Pricing Plans (TPP) are available to the Customer. The Customer must select a 12 Month, 24 Month or 36 Month term.
- B. Modifying Term Pricing Plans: A TPP may be modified when additional PRI/T-1 Circuits are purchased.

A TPP may be also be converted to a longer TPP, without incurring a Termination Charge, if there is at least one month remaining on an existing TPP. Service will automatically renew at month-to-month terms.

- C. Expiration of Term Pricing Plan: Within one month prior to the expiration of a TPP, the Customer must select one of the following options:
 - 1. Renew the Service for an additional term at the TPPs available; or
 - 2. Disconnect Service at the end of the billing period.
- D. Waiving of Nonrecurring Charges per circuit:

Business Plans 1 and 2: For 12 month terms, a \$198 non-recurring charge applies. Company will waive the non-recurring charge on terms of 24 and 36 months.

Business Plans 3, 4, and 5: For 12 month terms, a \$200 non-recurring charge applies. Company will waive the non-recurring charge on terms of 24 and 36 months.

- E. Moves and Changes: There are two types of modifications available for PRI/T-1 Circuits:
 - A move of the point of termination of an existing PRI Circuit(s) to a new location within the Customer's same Premises.
 - Any subsequent change or rearrangement of Services requested by the Customer on an existing PRI Circuit(s). Fee may apply.
- F. Termination Liability: If the service is terminated by a Customer before the expiration of the initial or any subsequent term, the Customer will pay to PNG an amount equal to the sum of:
 - all billed and unbilled charges which the Customer has not paid at the time of termination;
 - 2. the monthly recurring charge at the time of termination multiplied by the number of months remaining in the term;
 - and all charges incurred by PNG to its suppliers and other third parties for the provision or disconnection of service to the Customer.

Except as otherwise detailed in the Local Competition Guidelines (Case No. 95-845-TP-COI), Commission approval of contracts does not constitute a determination of the reasonableness of termination liability provisions.

3.5.B. Application of Rates and Charges. Continued

- G. Cancellation Charge: If the Company misses a Service installation date by more than thirty (30) days due to a Force Majeure condition, the Customer may cancel an order without incurring a Cancellation Charge.
- H. Local Usage: Company offers various amounts of included local minutes of usage depending on the Business Plan selected. In the event Customer exceeds its monthly planned local usage per circuit for three (3) consecutive months, the Company may convert Customer's local usage to a measured rate call plan upon thirty (30) days notice.
- Promotions: The Company may, from time to time, engage in special promotions of new or existing Service offerings of limited duration designed to attract new Customers or to increase existing Customer awareness of a particular offering. The promotional offerings are subject to the availability of the services and may be limited to a specific geographical area or to a subset of a specific market group; provided, however, all promotional offerings shall be offered in accordance with applicable Commission rules or regulations.
- J. Individual Case Basis (ICB) Arrangements: Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a Service offered under this Tariff. Rates quoted in response to such competitive requests may be different than those specified for such services in this Tariff. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis.
- K. Stated pricing requires business customer to subscribe long distance service from Company.

3.5.C. ISDN-PRI/T-1 Term and Volume Plans

- A. Business Plan 1 Dedicated Local Voice T-I/PRI (digital only): This T-I service employs a variety of added features and offers unlimited local minutes with 24 and 36 month terms.
- B. Business Plan 2 Integrated Voice and Data (digital only): This service combines voice and data traffic over a single circuit. Bandwidth is dynamically allocated between voice and data, as needed. This plan is available in line and trunk configurations with multiple voice channel and data bandwidth options. This business service offers unlimited local minutes with 12,24 and 36 terms.

3.5.C. ISDN-PRI/T-1 Term and Volume Plans, Continued

- C. Business Plan 3 Dedicated Local PRI (digital or analog): This business service provides local service utilizing Primary Rate Interface (PRI). PRI is a Digital System 1 (DS1) comprised of 23 B channels and 1 D channel. Each B channel uses the full 64k for the voice traffic. The single D channel is used for call setup, tear down and other signaling. All channels work at 64kbps. PRI uses the signaling standard Common Channel Signaling No. 7 (SS7). PRI is used when the customer has a digital PBX and PRI interface card. Available with 100,000 included minutes of local usage or 300,000 included minutes of local usage. This business service is available in 12,24, or 36 month terms.
- D. Business Plan 4 Dedicated Local Digital T1 (digital or analog): Digital T1 uses in band signaling to support 24 simultaneous calls. Each 64k voice channel uses ~8k for signaling. This leaves 56k for voice traffic. A Digital T1 Trunk is used when a digital PBX and digital T1 interface card are available. Available with 100,000 included minutes of local usage or 300,000 included minutes of local usage. This business service is available in 12,24, or 36 month terms.
- E. Business Plan 5 Integrated Voice and Data (digital or analog): Combines
 voice and data traffic over a single circuit. Bandwidth is dynamically allocated between voice and data, as needed. This plan is available in line and trunk configurations with multiple voice channel and data bandwidth options. All options are scalable. This business service is available in 12,24, or 36 month terms.

3.5.D. Business Plans Service Features

- A. Business Plan 1 and 2: Each local exchange Channel may include a telephone number assignment and the following features:
 - Caller ID Name and Number
 - Local Usage (Unlimited Business minutes)
 - Local Directory Assistance (411)
 - Local T-I/PRI
 - Switched Long Distance
 - Dedicated Long Distance
 - Toll-free
 - Directory Services
 - Operator Services
 - 900/976 Blocking
 - Integrated Access
 - Dedicated Internet Access (DIA)

3.5.D. Business Plans Service Features, Continued

B. Business Plan 3 and 4:

- Local Usage (included minutes based on Plan selection)
- Switched Local Distance
- 911
- Directory Listing
- Operator Services
- Directory Assistance
- Inbound redirect
- Remote Call Forward (RCF)

C. Business Plan 5:

- Local Usage (included minutes based on Plan selection)
- · Switched Local Distance
- 911
- Directory Listing
- · Operator Services
- Directory Assistance
- Inbound redirect
- Remote Call Forward (RCF)
- Internet Access
- Static Public IP Address

3.5.E. Business Plans Optional Features

A. Business Plans 1 and 2:

<u>Backup D Channel</u> - In arrangements of two or more Primary Rate Interfaces or Ports, it provides enhanced continuity of Service by allowing a D Channel on one Primary Rate Interface or Port to automatically take over for a failed D Channel on another Primary Rate Interface or Port. A single Backup D Channel may support a maximum of five interfaces or ports.

<u>Calling Number and Name Delivery</u> - Provides the Customer who is receiving a call with the telephone number and the name of the calling party.

<u>Serial Hunt</u> - Calls will start with the number of the trunk dialed and hunt sequentially to the end of the trunk or hunt group.

<u>Circular Hunt</u> - A switch feature that dynamically points each new call attempt to the next idle B Channel following the last Channel either to have accepted a call or the last Channel to have attempted to place a call.

3.5.E. Business Plans Optional Features, Continued

<u>DLH (Distributed Line Hunting)</u> - Calls are distributed evenly among a trunk group or hunt group by number of calls.

<u>MD3L/LIDL (Most Idle/Least Idle)</u> - Incoming calls will be sent to the trunk that has been idle the longest (MIDL) or the shortest (LIDL) amount of time.

<u>Direct Inward Dialing (DID) Numbers</u> - Provides telephone numbers for direct inward dialing. Numbers are available in blocks often or one hundred, or as a single number. The assignment and sequence of the numbers may be requested by the Customer in cases where the Company has the number or series of numbers available for use.

<u>Dynamic Channel Allocation</u> - Allows a Customer to designate the quantity of B Channels for call types to be allocated within previously provisioned criteria for DID.

<u>Enhanced Alternate Route</u> - Allows incoming voice calls to overflow on an emergency and busy basis to a line or Trunk side connection designated by the Customer. A route may be limited in the number of simultaneous calls that can be routed.

<u>Enhanced 911</u> - The number of the caller is transmitted to the PSAP where it is cross-referenced with an address database to determine the caller's location.

<u>Inform 911</u> - Allows the calling party number of the station to be sent to the E911 database rather than the billed telephone number. It is the Customer's responsibility to provide station number updates to the 911 database.

<u>Local Number Portability</u> - Allows businesses to switch local service providers and retain their local telephone numbers.

<u>Inbound Only</u> - Provides for an inbound calling option on the Primary Rate Interface or Primary Rate Port. No outgoing capability exists when this feature is selected. A minimum of one D Channel is required.

<u>Inbound Interface</u> - Provides a PRI termination and a Digital multichannel transmission path between the Central Office and the Customer's Premises and is configured with one D Channel or a Backup D Channel and 23 B Channels or 24 B Channels.

<u>Universal Calling</u> - Allows the end-user to make and receive local, intraLATA (local toll) and long distance calls. PNG Local Service provides Universal Calling with the following call coverage:

- Local Call Coverage: enable callers to place phone calls to any telephone in a pre- defined local calling area.
- Extended Area Service (EAS): enables callers to place calls to a
 pre-defined area outside of what is normally considered the local
 calling area at no extra charge.
- IntraLATA (Local Toll): carried by the long distance network.
- InterLATA: also carried by the long distance network.

3.5.E. Business Plans Optional Features, Continued

<u>Service Access Codes</u> (SAC) - SACs are non-geographic area codes (often referred to as NPAs) assigned for special network uses. These codes include 500,700, and 8XX

B. Business Plan 3:

<u>Calling Name Delivery</u> - Allows customer to receive the calling name on inbound calls (customer equipment must be NI-2 compliant).

<u>D-Channel Sharing</u> - PRIs can be aggregated with one D-channel controlling multiple PRIs.

<u>D-Channel Backup</u> - Allows a predetermined D-Channel to automatically take over if the primary D-Channel fails.

<u>Two B Channel Transfer (TBCD</u> - Prevents 2 B channels from being tied up when transferring calls.

C. Business Plan 4:

<u>Channelized T1-</u> Configuration that allows certain channels to operate in one trunk group and other channels in a separate trunk group.

Inbound ANI (Automatic Number Identification) over T1 - Delivers the calling number on a digital T1 circuit

<u>Outbound ANI over T1</u> - Will outpulse a telephone number of the customer's choice for each trunk group. No number will be outpulsed to the PSTN.

D. Business Plan 5:

Calling Number Delivery (PRI Only)

<u>Private Networking</u> - Provides the ability to combine multiple locations into one secure network for the exchange of data traffic.

<u>DNS Hosting</u> - Company will store customer's DNS information and perform DNS resolution

DNS Resolution - Process of translating domain names to IP addresses

Multiple Public IP Addresses - Option to obtain more IP addresses

Battery Backup - Backup available for the integrated access device (IAD)

3.5.E. Business Plans Optional Features, Continued

D. Business Plan 5, Continued:

<u>Caller ID. Name and Number (Analog line only)</u> - Allows customer to receive the calling name and/or number on inbound calls.

Inbound ANI (Automatic Number Identification) over T1 - Delivers the calling number on a digital T1 circuit

<u>Outbound ANI over T1</u> - Will outpulse a telephone number of the customer's choice for each trunk group. No number will be outpulsed to the PSTN.

<u>Calling Name Delivery (PRI Only)</u> - Allows customer to receive the calling name on inbound calls (customer equipment must be NI-2 compliant).

Two B Channel Transfer (TBCT) (PRI Only)- Prevents 2 B channels from being tied up when transferring calls.

<u>DID Billing option (PRI Trunk only)</u> - Allows customers to receive a summary of outbound calls by DID number.

<u>Voicemail (Analog Lines Only)</u> - Available in Chicago, Atlanta, New York, New Jersey, Los Angeles and San Francisco

Enhanced Call Features (Analog Line only)

- Call Forward Universal
- Call Forward Busy
- Call Forward No Answer
- Call Waiting
- Cancel Call Waiting
- Three Way Calling
- Hunting Directory # Hunt
- Hunting Multi-Line Hunting

SECTION 4 - RATES

4.1 PNG "One +" Service - The service is offered at a flat rate per minute regardless of distance or time of call. Calls are billed on six (6) second intervals. A call begins when the answering party picks up the phone. A call is ended when either party hangs up.

A monthly service charge of \$2.50 applies to this service.

Intrastate

Per minute rate:

\$.059

4.2 <u>PNG "Easy 800" Service</u> - "Easy 800" Service is designed for businesses. The service is offered at a flat rate per minute regardless of distance called. Calls are billed on six (6) second intervals. A call begins when the answering party picks up the phone. A call is ended when either party hangs up.

A monthly service charge of \$2.50 applies to this service for all monthly bills less than \$10.00.

<u>Intrastate</u>

Per minute rate:

\$.139

4.3 <u>PNG "Personal 800" Service</u> - "Personal 800" Service is designed for residential customers. The service is offered at a flat rate per minute regardless of distance called. A PIN code is included with the service which callers must use to complete the call, a process which serves to screen out wrong numbers meant for commercial 800 numbers. Calls are billed on thirty (30) second intervals. A call begins when the answering party picks up the phone. A call is ended when either party hangs up.

A minimum monthly charge of \$3.00 applies to this service.

<u>Intrastate</u>

Per minute rate:

\$.159

4.4 PNG Travel Card Service - PNG Travel Card Service is offered to both business and residential customers. The service is offered at a flat rate per minute regardless of distance called. Calls are billed on six (6) second intervals. A call begins when the answering party picks up the phone. A call is ended when either party hangs up.

A monthly service charge of \$3.00 applies to this service for all monthly bills less than \$10.00.

Per minute rate:

\$.179

4.5 <u>Discounts for Persons with Communication Disabilities</u> - Residential disabled customers or disabled members of a customer's household, upon written application and upon certification of their disabled status, which is evidenced by either a certificate from a physician, health care official, state agency, or a diploma from an accredited educational institution for the disabled, are eligible to receive a discount off their rates, and, if they utilize telebraille devices, they are eligible to receive free access to local and intrastate long distance directory assistance.

Additionally, TDD lines maintained by non-profit organizations and governmental agencies, upon written application and verification that such lines are maintained for the benefit of the disabled are eligible to receive the following discounts off rates applying to intrastate, interexchange, customer-dialed, station-to-station calls:

	<u>Day</u>	Evening & Holiday	Night& Weekend
Discount	40%	60%	70%

4.6 <u>Emergency Services Calling Plan</u> - Message toll telephone calls, to governmental Emergency Service Agencies having primary or principal responsibility with respect to the provision of emergency services to persons and property in the area from which the call is made are offered at no charge to Customers.

4.7 <u>Dedicated Business Local Services (Integrated Services Digital Primary Rate Interface Service/T-1)</u>

4.7.A. Directory Listings

	MRC	<u>NRC</u>
Primary Listing Additional non-primary listing Additional changes or deletions to	Free \$6.00	Free \$35.00
First non-primary listing 2 nd and subsequent non-primary listings Additional changes or deletions to	\$0.00 \$6.00	\$35.00 \$9.00
2 nd and subsequent non-primary listing Caption	\$0.00 \$6.00	\$9.00 \$0.00
Foreign Line of information	\$6.00 \$6.00	\$0.00 \$0.00
Classified heading Non-listed Non-published	Free \$3.50 \$4.95	Free \$34.71 \$34.71

4.7.B Local Operator Assistance Services

Local Disastony Assistance	<u>Per Use Fee</u>
Local Directory Assistance	\$0.89
Payphone	\$0.35
Person to Person	*
Station to Station	\$0.89
Busy Line Verification	\$1.75
7	\$1.35
Busy Line Interrupt	\$1.50
Operator Assisted Call	•
• • • • • • • • • • • • • • • • • • • •	\$0.75

4.7.C. Term and Volume Business Plans Rates and Charges

Business Plan 1 (Dedicated Local Voice T-I/PRI) Unlimited local - A Pricing:

MRC		Block of	Block of 20* DIDs		Block of 100 *DK)s	
24 Months:	\$439.00	MRC \$6.00	<u>NRC</u> \$6.00	MRC \$25.00	NRC \$30.00	
36 Months:	\$430.00	\$6.00	\$6.00	\$25.00	\$30.00	

^{*} where available

Business Plan 1 (Dedicated Local Voice T-I/PRI) Unlimited local - L Pricing:

MRC		Block o	of 20* DIDs	Block of 100 * DIDs	
		MRC	NRC	MRC	NRC
24 Months:	\$568.00	\$6.00	\$6.00	\$25.00	\$30.00
36 Months:	\$559.00	\$6.00	\$6.00	\$25.00	\$30.00

^{*} where available

4.7.C. Term and Volume Business Plans Rates and Charges, Continued

Business Plan 2 (Integrated Voice and Data):

	# of Channels	MRC	NRC (Installation fee)
12 Months	1 (64k)	\$107.00	\$198.00
	2(128k)	\$156.00	\$198.00
	4(256k)	\$219.00	\$198.00
	6(384k)	\$276.00	\$198.00
	8(512k)	\$332.00	\$198.00
	12(768k)	\$360.00	\$198.00
	16(1024k)	\$377.00	\$198.00
24 Months	1 (64k)	\$100.00	waived
	2(128k)	\$147.00	waived
	4 (256k)	\$208 .00	waived
	6 (384k)	\$263.00	waived
	8 (512k)	\$317.00	waived
	12 (768k)	\$343.00	waived
	16 (1024k)	\$358.00	waived
36 Months	1 (64k)	\$95.00	waived
	2 (128k)	\$139.00	waived
	4 (256k)	\$197.00	waived
	6 (384k)	\$250.00	waived
	8 (512k)	\$300.00	waived
	12 (768k)	\$326.00	waived
	16 (1024k)	\$339.00	waived

4.7.C. Term and Volume Business Plans Rates and Charges, Continued

Business Plan 3 (Dedicated Local PRI) -100,000 included local minutes:

MRC		Block of	Block of 20* DIDs		Block of 100* DIDs	
12 Months: 24 Months: 36 Months:	\$623.00 \$450.00 \$437.00	MRC \$6.00 \$6.00 \$6.00	MRC \$50.00 \$50.00 \$50.00	MRC \$30.00 \$30.00 \$30.00	MRC \$200.00 \$200.00 \$200.00	

^{*} where available

Business Plan 3 (Dedicated Local PRI) - 300,000 included local minutes:

	<u>MRC</u>	Block of	20* DIDs	Block of 10	0* DIDs
12 Months: 24 Months: 36 Months:	\$965.00 \$735.00 \$722.00	MRC \$6.00 \$6.00 \$6.00	MRC \$50.00 \$50.00 \$50.00	MRC \$30.00 \$30.00 \$30.00	MRC \$200.00 \$200.00 \$200.00

^{*} where available

MDA

Business Plan 4 (Dedicated Local Digital T1) -100,000 included local minutes:

MRC	BIOCK OT	ZU" DIDS	Block of 1	<u>oo " Dius</u>
12 Months: \$503.00 24 Months: \$340.00 36 Months: \$327.00	MRC \$6.00 \$6.00 \$6.00	MRC \$50.00 \$50.00 \$50.00	MRC \$30.00 \$30.00 \$30.00	MRC \$200.00 \$200.00 \$200.00

^{*} where available

Business Plan 4 (Dedicated Local Digital T1) - 300,000 included local minutes:

MRC		Block of	20* DIDs	Block of 100 * DIDs	
12 Months: 24 Months: 36 Months:	\$965.00 \$735.00 \$722.00	MRC \$6.00 \$6.00 \$6.00	MRC \$50.00 \$50.00 \$50.00	MRC \$30.00 \$30.00 \$30.00	MRC \$200.00 \$200.00 \$200.00

^{*} where available

4.7.C. Term and Volume Business Plans Rates and Charges, Continued

Business Plan 5 (Integrated Voice and Data):

	# of Channels	<u>Bandwidth</u>	MRC
12 Months	12-19	256	\$311.00
	12-19	512	\$411.00
	12-19	1536	\$511.00
	20-26	256	\$312.00
	20-26	512	\$412.00
	20-26	1536	\$512.00
	27-32	256	\$313.00
	27-32	512	\$413.00
	27-32	1536	\$513.00
24 Months	12-19	256	\$272.00
	12-19	512	\$352.00
	12-19	1536	\$472.00
	20-26	256	\$271.00
	20-26	512	\$351.00
	20-26	1536	\$471.00
	27-32	256	\$270.00
	27-32	512	\$350.00
	27-32	1536	\$470.00
	40.40	050	4050.00
36 Months	12-19	256	\$250.00
	12-19	512	\$329.00
	12-19	1536	\$450.00
	20-26	256	\$249.00
	20-26	512	\$329.00
	20-26	1536	\$449.00
	27-32	256	\$248.00
	27-32	512	\$328.00
	27-32	1536	\$448.00

4.7.C. Term and Volume Business Plans Rates and Charges, Continued

Other Applicable Rates (Features not available in all plans):

	MRC	NRC
Local Number Portability (LNP)/Channel	\$0.35	
Port Charge	\$0.00	
Loop Fees	ICB	
Customer Dialed Directory Assistance	\$0.89	
Directory Listings - Primary	Fr ee	
Caller ID Number (POTS)	\$5 .80	
Caller ID Name & Number (POTS)	\$7.00	
Analog Trunk - Inbound ANI (FXO Lines)	\$75.00	
Analog Trunk - CID Number (FXS/POTS Line)	\$7.50	
Analog Trunk - CID Name & Number (FXS/POTS Line) \$9.00		
T1 CAS - Inbound ANI over T1 \$37.50		
T1 CAS - Outbound ANI over T1 \$37.50		
PRI - CID Name & Number	\$300.00	
DNS Hosting MRC	\$15.00	\$25.00
Channelized T-1	\$0.00	\$750.00
D-channel sharing	\$75.00	\$75.00
D-channel back-up	\$75.00	\$75.00
Inbound Redirect	\$100.00	\$0.00
Remote Call Forwarding on demand	\$50.00	\$75.00
CNAM Delivery (PSTN Connect TDM & foreign exch)	\$250.00	\$50.00

PNG TELECOMMUNICATIONS, INC.

SECTION 4 - RATES (cont.)

4.7.C. Term and Volume Business Plans Rates and Charges, Continued

Business Plan 5 only:

	•	NRC
Battery back	sup -	
-	One year term	\$949
	Two year term	\$ 475
	Three year term	\$200
Without batte	ery backup -	•
	One year term	\$ 749
	Two year term	\$375
	Three year term	waived

Exhibit E



100 Commercial Drive, Cincinnati, OH 45014 Phone: 513-942-7900, Fax: 513-942-5579 www.powernetglobal.com

[Date]:

Dear PowerNet Global Communications Customer:

Beginning on (date), the prices, service descriptions, and the terms and conditions for long distance services that you are provided by PowerNet Global 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. PowerNet Global Communications must still provide a customer notice at least thirty (30) days in advance of rate increases, changes in terms and conditions and discontinuance of existing services. Additionally, you will be able to view the company's future service offerings online at www.powernetglobal.com or you can request a copy of this information by contacting the company at 100 Commercial Drive, Fairfield, OH 45014.

Since long distance services will no longer be on file with the Commission, this means that the agreement reached between the customer and the company, 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. The Terms and Conditions of service will be set out in the Price List, which is available online.

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 PowerNet Global Communications at the toll free number 800-860-9495 or visit us at www.powernetglobal.com You may also visit the consumer information page on the PUCO's website at puco.ohio.gov for further information.

Sincerely,

PowerNet Global Communications

Exhibit F

CUSTOMER NOTICE AFFIDAVIT

STATE OF: Ohio

SS:

COUNTY OF: Butler

AFFIDAVIT

I Basil Kanno, Chief Information Officer, am an authorized agent of the applicant corporation, PNG Telecommunications, Inc., and am authorized to make this statement on its behalf. I attest that customer notices accompanying this affidavit were sent to affected customers through Billing Inserts on all May Invoices, 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 June 5, 2008 Fairfield, OH (Location) (Date)

/s/ Kary 15av—
(Signature and Title)

Subscribed and sworn to before me this June

(Date)

Notary Public

My Commission Expires: 5-19-10