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July 1, 2008

Ms. Renee Jenkins, Commission Secretary Docketing Division 180 East Broad Street, 13th Floor Columbus, OH 43215

RE: Impact Network Solutions, Inc.

Application to Detariff - Case No. 08-849-TP-ATA

Dear Mr. Jenkins,

Attached for filing on behalf of Impact Network Solutions, Inc. is the Application to Detariff Certain Tier 2 Services and make other changes related to the Implementaion of Case No. 06-1345-TP-ORD. The Company respectfully requests an effective date of July 1, 2008 for this filing.

The following items are included with this filing:

Application Form for Detariffing and Related Actions

Exhibit A – Existing Tariff

Exhibit B - Proposed Replacement Tariff

Exhibit C – Summary of Changes

Exhibit D – Explanation of Compliance

Exhibit E - Customer Notice

Exhibit F - Customer Notice Affidavit

Any questions regarding this filing may be directed to my attention at (269) 381-8893 or via email to Patrick@crockerlawfirm.com

Very truly yours,

CROCKER & CROCKER, P.C.

Patrick D. Grocker

PDC/pas

The Public Utilities Commission of Ohio TELECOMMUNICATIONS APPLICATION FORM for

DETARIFFING AND RELATED ACTIONS

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

In the Matter of the Application of		TRF Docket No. 90- <u>9265</u> Case No 849- TP - ATA		
	Services and make other changes) tion of Case No. 06-1345-TP-ORD)	NOTE: Unless you have reserved a Case No. leave the "Case fields BLANK.		
Name of Registrant(s) Im	pact Network Solutions, Inc.			
DBA(s) of Registrant(s)				
Address of Registrant(s)	429 Trenton Avenue, Findlay, OH 45840		E	
Company Web Address	www.impactnetwork.com			
Regulatory Contact Perso	n(s) Nancy Myers	Phone 419-420-6300	Fax 419-420-6303	
Regulatory Contact Perso	n's Email Address myersn@impactnetwork.			
Contact Person for Annua	al Report Nancy Myers		Phone 419-420-6300	
Address (if different from	above)			
Consumer Contact Inforn	nation Nancy Myers		Phone 419-4206300	
Address (if different from	above)			
D . 1 T . 100				
Part I – Tariffs				

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

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

Carrier Type	☐ ILEC	X CLEC	X CTS
Business Tier 2 Services		×	×
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:
X	Exhibit A	The existing affected tariff pages.
X	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.
\boxtimes	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).
\boxtimes	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).
X	Exhibit F	Affidavit that the Customer Notice described in Exhibit C has been sent to Customers.

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

AFFIDAVIT

Compliance with Commission Rules and Service Standards

I am an officer/agent of the applicant corporation, Daniel E. Newman , and am authorized to make this statement on its behalf.
I attest that these tariffs comply with all applicable rules, including the Minimum Telephone Service Standards (MTSS) Pursuant to Chapter 4901:1-5 OAC for the state of Ohio. I understand that tariff notification filings do not imply Commission approval and that the Commission's rules, including the Minimum Telephone Service Standards, as modified and clarified from time to time, supersede any contradictory provisions in our tariff. We will fully comply with the rules of the state of Ohio and understand that noncompliance can result in various penalties, including the suspension of our certificate to operate within the state of Ohio.
I declare under penalty of perjury that the foregoing is true and correct.
Executed on (Date) 1923/08 at (Location) 429 Trepton due, Findley Old
I declare under penalty of perjury that the foregoing is true and correct. Executed on (Date) 429 Trenfor Ave Findley OH *(Signature and Title) Quant Siferman (Date) 424 F This affidavit is required for every tariff-affecting filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the
applicant.
<u>VERIFICATION</u>
I, Daniel E. Newman
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 framel Effection, President (Date) 4/23/08
*Verification is required for every filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.

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

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

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

EXHIBIT A

Existing Affected Tariff Pages

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES

APPLYING TO LOCAL EXCHANGE SERVICE FURNISHED BY

IMPACT NETWORK SOLUTIONS, INC.

THROUGHOUT THE STATE OF OHIO

ISSUED: July 9, 2003 EFFECTIVE: August 13, 2003

CHECK SHEET

Pages inclusive of this tariff are effective as of the date shown. Original and revised pages, as named below, comprise all changes from the original tariff in effect on the date indicated.

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

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

- C To signify changed regulation.
- D To signify decreased rate.
- I To signify increased rate.
- T Textural Change.
- N New rate or regulation.

APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate communications services by Impact Network Solutions, Inc., to Customers within the local exchange service area defined herein. This tariff is effective only where an approved interconnection agreement exists with the incumbent LEC currently serving such area.

ISSUED: July 9, 2003 EFFECTIVE: August 13, 2003

1. Definitions

Certain terms used generally throughout this tariff are defined below.

Account Codes: Allows a User to allocate local calls to a digital, non-verified account code.

Advance Payment: Payment of all or part of a charge for special construction required before the start of service.

<u>Authorized User</u>: A person, firm, corporation or other entity that either is authorized by the Customer to use local exchange telephone service or is placed in a position by the Customer, either through acts or omissions, to use local exchange telephone service.

<u>Call Forward Busy</u>: Automatically routes incoming calls to a designated answering point when the called line is busy.

<u>Call Forward No Answer</u>: Automatically routes incoming calls to a designated answering point when the called line does not answer within a pre-specified number of rings.

<u>Call Forward Variable</u>: Automatically routes incoming calls to a designated answering point, regardless of whether the user's Station is idle or busy.

<u>Call Hold</u>: Allows the User to hold one call for any length of time provided that neither party goes On-Hook.

<u>Call Park</u>: Allows a User to "park" a call against their directory number within the business group and "unpark" the call from any other directory number. A business group consists of a series of Customer-defined telephone numbers.

<u>Call Pickup</u>: Allows a User to answer incoming calls to another Station line within a defined call pickup group. Call Pickup is provided as either Group Call Pickup, where predesignated groups can pickup each other's calls by activating an access code or a feature key, or Directed Call Pickup, where any call can be retrieved by dialing a different access code followed by the extension number.

<u>Call Transfer/Consultation/Conference:</u> Provides the capability to transfer or add a third party, using the same line.

<u>Call Waiting</u>: Provides the User with a burst of tone to indicate that another call is waiting. The second call can either be answered by flashing the switchhook or hanging up the phone and being rung back by the caller.

1. <u>Definitions</u> (Cont'd)

<u>Call Waiting Cancel</u>: Allows a User to cancel the Call Waiting feature on a per call basis by dialing a specific two digit code.

Calling Number Delivery: Identifies the 10-digit number of the calling party.

<u>Calling Number Delivery Blocking</u>: Blocks the delivery of the number to the called party on a per call or per line basis.

<u>Class of Service (COS)</u>: Used to prevent a Station from dialing certain codes and numbers.

Company: Impact Network Solutions, Inc., which is the issuer of this tariff.

Commission: The Public Utilities Commission of Ohio.

<u>Conference/Six-Way</u>: The User can sequentially call up to five other people and add them together to make up a six-way call.

<u>Customer</u>: The person, firm, corporation or other entity which orders service and is responsible for the payment of charges and for compliance with the Company's tariff regulations.

<u>Customer Group Dialing Plan</u>: A dialing scheme shared by the members of a Customer group, such as 4 digit internal dialing.

<u>Dial Pulse (DP)</u>: The pulse type employed by rotary dial Station sets.

<u>Direct Inward Dialing (DID)</u>: A service attribute that routes incoming calls directly to Stations, by-passing a central answering point.

<u>Do Not Disturb</u>: Allows the User to prevent incoming calls from ringing its line by diverting them to a tone or a recorded announcement that informs the caller that the User is not accepting calls at this time.

<u>Dual Tone Multi-Frequency ("DTMF")</u>: The pulse type employed by tone dial Station sets.

<u>Hunting</u>: Routes a call to an idle Station line. With Serial Hunting, calls to a member of a hunt group will search from that point to the end of the group and stop.

1. <u>Definitions</u> (Cont'd)

<u>Individual Case Basis</u>: A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation.

<u>Joint User</u>: A person, firm or corporation designated by the Customer as a user of local exchange service furnished to the Customer by the Company, and to whom a portion of the charges for such facilities are billed under a joint use arrangement.

<u>LATA</u>: A local access and transport area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192 for the provision and administration of communications services.

<u>Least Idle Trunk Selection (LIDL)</u>: LIDL trunk selection occurs when a switching unit selects from a Trunk group the Trunk that has been idle for the shortest period of time.

<u>Local Calling</u>: A completed call or telephonic communication between a calling Station and any other station within the local service area of the calling Station.

<u>Local Exchange Carrier</u>: Any individual, partnership, association, joint-stock company, trust governmental entity or corporation engaged in the provision of local exchange telephone service.

Mbps: Megabits, or million of Bits, per second.

<u>Message Waiting</u>: This feature provides an indication to a Station User that a message is waiting. Indications may be visual (lamp) or audible (stuttered dialtone).

Most Idle Trunk Selection (MIDL): MIDL Trunk selection occurs when a switching unit selects from a Trunk group the Trunk that has been idle for the longest period of time.

<u>Multiple Appearance Directory Numbers</u>: A directory number that is assigned more than once to one or more Proprietary Business Sets.

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

Non-Recurring Charges: The one-time initial charges for services or facilities, including but not limited to charges for construction, installation, or special fees, for which the Customer becomes liable at the time the Service Order is executed.

1. <u>Definitions</u> (Cont'd)

Off-Hook: The term "off-hook" denotes the active condition of a telephone exchange service line.

On-Hook: The term "on-hook" denotes the idle condition of a telephone exchange service line.

Originating Off-Net: A call terminating on and placed via non-company owned or leased facilities.

Originating On-Net: A call terminating on and placed via company owned or company leased facilities.

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

<u>Presubscription</u>: Presubscription is an arrangement whereby an end user may select and designate to the Telephone Company an interexchange carrier (IXC) to access, without an access code, for toll calls. This IXC is referred to as the end user's predesignated IXC.

<u>Service Commencement Date</u>: The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance of service. The parties may mutually agree on a substitute Service Commencement Date.

<u>Service Order</u>: A request for local exchange service by the Customer in a format specified by the Company. Service Orders shall contain or reference the name and address of the Customer, a specific description of the services ordered, the rate to be charged, the duration of the services, and the terms and conditions in this tariff. The customer may initiate a Service Order by telephone, e-mail or other electronic means, or in writing, however, the Company reserves the right to require that Service Orders be executed by the Customer prior to initiating service.

Services: The Company's telecommunications services offered on the Company's network.

Speed Call: Provides a User with the option to call selected directory numbers by dialing a one or two-digit code.

Station: Telephone equipment from or to which calls are placed.

<u>Trunk</u>: A communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

User: A Customer or any other person authorized by the Customer to use service provided under this tariff.

2. <u>Regulations</u>

2.1 <u>Undertaking of the Company</u>

2.1.1 <u>Scope</u>

The Company undertakes to furnish communications service in connection with one-way and/or two-way information transmission between points within the State of Ohio under the terms of this tariff.

Customers may use services and facilities provided under this tariff to obtain access to services offered by other service providers. The Company is responsible under this tariff only for the services and facilities provided herein, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own Customers.

2.1.2 Shortage of Equipment or Facilities

- 2.1.2.1 The Company reserves the right to limit or allocate the use of existing facilities, or of additional facilities offered by the Company when necessary because of lack of facilities or due to some other cause beyond the Company's control.
- 2.1.2.2 The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the facilities the Company may obtain from other carriers, from time to time, to furnish service as required at the sole discretion of the Company.

2.1.3 Terms and Conditions

- 2.1.3.1 Except as otherwise provided herein, service is provided and billed on the basis of a minimum period of at least one month, and shall continue to be provided until canceled by the Customer. Unless otherwise specified herein, for the purpose of computing charges in this tariff, a month is considered to have 30 days. All calculations of dates set forth in this tariff shall be based on calendar days, unless otherwise specified herein.
- 2.1.3.2 Customers may be required to enter into written Service Orders which shall contain or reference the name of the Customer, a specific description of the service ordered, the rate to be charged, the duration of the services, and the terms and conditions in this tariff.

2. <u>Regulations</u> (Cont'd)

- 2.1 <u>Undertaking of the Company</u> (Cont'd)
 - 2.1.3 <u>Terms and Conditions</u> (Cont'd)
 - 2.1.3.3 At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon 30 days written notice. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the Service Order and this tariff prior to termination. The rights and obligations that by their nature extend beyond the termination of the term of the Service Order shall survive such termination.
 - 2.1.3.4 This tariff shall be interpreted and governed by the laws of the State of Ohio without regard of the State's choice of laws provision.
 - 2.1.3.5 Another Telephone Company must not interfere with the right of any person or entity to obtain service directly from the Company.
 - 2.1.3.6 The Customer has no property right to the telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business. Nothing in this provision shall be construed to be inconsistent with number portability requirements.
 - 2.1.3.7 The Customer agrees to operate Company-provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void Company liability for interruption of service and may make the Customer responsible for damage to equipment pursuant to section 2.1.3.8 below.
 - 2.1.3.8 The Customer agrees to return to the Company all Company-provided equipment delivered to Customer within five (5) days of termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.

2. <u>Regulations</u> (Cont'd)

2.1 <u>Undertaking of the Company</u> (Cont'd)

2.1.4 <u>Liability of the Company</u>

Because the Customer has exclusive control of its communications over the services furnished by the Company, and because interruptions and errors incident to these services are unavoidable, the services the Company furnishes are subject to the terms, conditions, and limitations specified in this tariff and to such particular terms, conditions, and limitations as set forth in the special regulations applicable to the particular services and facilities furnished under this tariff.

- 2.1.4.1 The liability of the Company for damages arising out of the furnishing of these services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts of commission or omission, shall be limited to the extension of allowances for interruption and any other remedies specified by the Commission pursuant to the Minimum Telephone Service Standards.
- 2.1.4.2 The Company shall not be liable or responsible for any special, consequential, exemplary, lost profits, or punitive damages, whether or not caused by the intentional acts or omissions or negligence of the Company's employees, agents or contractors.
- 2.1.4.3 The Company shall not be liable for any failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties. Rule 4901:5-16crediting provisions will apply in accordance with the Minimum Telephone Service Standards and relevant Commission Orders. The Company may apply for a waiver in accordance with Rule 4901:5-16(C).

2. <u>Regulations</u> (Cont'd)

- 2.1 <u>Undertaking of the Company</u> (Cont'd)
 - 2.1.4 <u>Liability of the Company</u> (Cont'd)
 - 2.1.4.4 The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer provided equipment or facilities.
 - 2.1.4.5 The Company shall not be liable for the claims of vendors supplying equipment to Customers of the Company, which may be installed at premises of the Company, nor shall the Company be liable for the performance of said vendor or vendor's equipment.
 - 2.1.4.6 The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided.
 - 2.1.4.7 Reserved for future use.
 - 2.1.4.8 The Company shall not be liable for any damages whatsoever to property resulting from the installation, maintenance, repair or removal of equipment and associated wiring unless the damage is caused by the Company's willful misconduct or negligence.
 - 2.1.4.9 The Company shall not incur any liability, direct or indirect, to any person who dials or attempts to dial the digits "9-1-1" or to any other person who may be affected by the dialing of the digits "9-1-1".

- 2. <u>Regulations</u> (Cont'd)
 - 2.1 <u>Undertaking of the Company</u> (Cont'd)
 - 2.1.4 <u>Liability of the Company</u> (Cont'd)
 - 2.1.4.10 THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.
 - 2.1.5 <u>Notification of Service-Affecting Activities</u>

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

2. <u>Regulations</u> (Cont'd)

- 2.1 <u>Undertaking of the Company</u> (Cont'd)
 - 2.1.6 Provision of Equipment and Facilities
 - 2.1.6.1 The Company shall install new service in accordance with Ohio Administrative Code, Rule 4901:1-5-16 and 4901:1-5-20.
 - 2.1.6.2 The Company shall use reasonable efforts to maintain facilities that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities installed by the Company, except upon the written consent of the Company.
 - 2.1.6.3 Equipment installed at the Customer Premises for use in connections with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.
 - 2.1.6.4 The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Beyond this responsibility, the Company shall not be responsible for:
 - (a) the transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
 - (b) the reception of signals by Customer provided equipment; or
 - (c) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

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2. Regulations (Cont'd)

2.1 <u>Undertaking of the Company</u> (Cont'd)

2.1.7 <u>Non-routine Installation</u>

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

2.1.8 Ownership of Facilities

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

2.1.9 Telecommunications Service Priority

The Telecommunications Service Priority System is the regulatory, administrative and operational system authorizing and providing for priority treatment, to provide and restore National Security Emergency Preparedness Telecommunications service. Under the rules of the Telecommunications Service Priority System, The Telephone Company is authorized and required to provide and restore services with Telecommunications Service Priority assignments before services without such assignments. The provision and restoration of Telecommunications Service Priority System services shall be in compliance with Part 64, Appendix A, of the Federal Communications Commission's Rules and Regulations, the guidelines set forth in the Telecommunications Service Priority for National Security Emergency Preparedness Service User Manual and Service Vendor Handbook.

2.2 Prohibited Uses

- 2.2.1 The service the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.2 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

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2. <u>Regulations</u> (Cont'd)

2.3 <u>Obligations of the Customer</u>

- 2.3.1 The Customer shall be responsible for:
 - (a) the payment of all applicable charges pursuant to this tariff;
 - (b) reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer's premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subrogated to the Company's right of recovery of damages to the extent of such payment.
 - (c) providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
 - (d) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide local exchange service to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1(c). Any costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;
 - (e) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;

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2. <u>Regulations</u> (Cont'd)

2.3 <u>Obligations of the Customer</u> (Cont'd)

- (f) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1 (d) above; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- (g) not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities; and
- (h) making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.

2.3.2 Claims

With respect to any service or facility provided by the Company, Customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees for:

- (a) any loss, destruction or damage to property of the Company or any third party, or the death of or injury to persons, including, but not limited to, employees or invitees of either the Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or
- (b) any claim, loss damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a name not contemplated by the agreement between the Customer and the Company.

2. <u>Regulations</u> (Cont'd)

2.4 <u>Customer Equipment and Channels</u>

2.4.1 General

A Customer may transmit or receive information or signals via the facilities of the Company.

2.4.2 <u>Station Equipment</u>

- 2.4.2.1 The Customer is responsible for providing and maintaining any terminal equipment on the Customer premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations. The Company will, where practicable, notify the Customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair the Company's right to discontinue forthwith the use of a service temporarily if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition that gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions as set forth in Section 2.6 following is not applicable.
- 2.4.2.2 The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

2. <u>Regulations</u> (Cont'd)

- 2.4 <u>Customer Equipment and Channels (Cont'd)</u>
 - 2.4.3 <u>Interconnection of Facilities</u>
 - 2.4.3.1 Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing local exchange service and the channels, facilities, or equipment of others may be provided at the Customer's expense.
 - 2.4.3.2 Local Service may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.
 - 2.4.3.3 Facilities furnished under this tariff may be connected to Customer provided terminal equipment in accordance with the provisions of this tariff.

2.4.4 <u>Inspections</u>

- 2.4.4.1 Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2.2 for the installation, operation, and maintenance of Customer-provided facilities and equipment to Company-provided facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.
- 2.4.4.2 Reserved for future use.

2. <u>Regulations</u> (Cont'd)

2.5 Payment Arrangements

2.5.1 Payment for Service

The Customer is responsible for payment of all charges for service and facilities furnished by the Company to the Customer or its Joint or Authorized Users.

2.5.2 <u>Billing and Collection of Charges</u>

Bills will be rendered monthly to Customer. Subscriber bills will contain all of the information required by 4901:1-5-15.

- 2.5.2.1 All service, installation, monthly Recurring Charges and Non-Recurring Charges shall not be due earlier than fourteen (14) days from the date of the postmark on the bill. If not paid by the due date, it then becomes past due. For residential service the Company shall offer the option of deferred payment arrangements, with the option to spread installation charges over a period of three months.
- 2.5.2.2 The Company shall present bills for Recurring Charges monthly to the Customer, in advance of the month which service is provided. Usage charges will be billed in arrears.
- 2.5.2.3 For new customers or existing customers whose service is disconnected, 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.
- 2.5.2.4 Amounts not paid within 30 days after the date of invoice, but no sooner than 14 days after the postmark on the bill, are considered past due.
- 2.5.2.5 Checks with insufficient funds or non-existing accounts will be assessed a fee of \$20.00 up to a maximum rate of \$30.00, except as may be waived under appropriate circumstances.

2. <u>Regulations</u> (Cont'd)

2.5 <u>Payment Arrangements</u> (Cont'd)

2.5.3 <u>Disputed Bills</u>

- 2.5.3.1 The date of the dispute shall be the date the Company receives sufficient documentation to enable it to investigate the dispute. The date of the resolution is the date the Company completes its investigation and notifies the Customer of the disposition of the dispute.
- 2.5.4 Customer inquiries or complaints regarding service or accounting may be made in writing or by telephone to the Company at:

 Impact Network Solutions, Inc.
 Telephone:
 (419) 420-6300

 429 Trenton Avenue
 Facsimile:
 (419) 420-6303

 Findlay, OH 45840
 Toll Free:
 (800) 292-1313

Any objection to billed charges should be reported promptly to the Company. Customer is responsible for all nondisputed charges, If after investigation and review by the Company, a disagreement remains as to the disputed amount, the customer may file an appropriate complaint with the PUCO in accordance with the Commission's rules of procedure:

 Public Utilities Commission of Ohio
 Telephone: (800) 686-7826 (voice)

 180 East Broad Street
 (800) 686-1570 (TDD)

 Columbus, OH 43215-3793
 Facsimile: (614) 752-8351

2.5.5 Deposits

- 2.5.5.1 Applicants for service or existing Customer's whose financial condition is not acceptable to the Company, or is not a matter of general knowledge, may be required at any time to provide the Company a security deposit. All deposits will be handled in accordance with the provisions of the Rule 4901: 1-17 of the Ohio Administrative Code and Rule 4901:1-5-13 and 14 of the PUCO's Minimum Telephone Service Standards. The deposit requested will be in cash or the equivalent of cash, and will be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to:
 - (a) two month's average monthly bill for all regulated local exchange services for the ensuing twelve months, plus thirty percent (30%) of estimated monthly recurring charges.
- 2.5.5.2 Reserved for future use.
- 2.5.5.3 When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded within 45 days from the date of termination. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account.

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2. <u>Regulations</u> (Cont'd)

- 2.5 <u>Payment Arrangements</u> (Cont'd)
 - 2.5.5.4 Deposits held will accrue interest at a rate specified by the PUCO in Rule 4901: 1-17-05 of the Ohio Administrative Code and will be refunded to the customer after twelve consecutive month of payment.
 - 2.5.6 Discontinuance of Service
 - 2.5.6.1 Disconnection of local and toll service will be in accordance with Rule 4901:1-5-17.
 - 2.5.6.2 Disconnection for nonpayment of local service will be in accordance with Rule 4901:1-5-17(A).

- 2. <u>Regulations</u> (Cont'd)
 - 2.5 <u>Payment Arrangements</u> (Cont'd)
 - 2.5.6 <u>Discontinuance of Service</u>
 - 2.5.6.3 Disconnection for Nonpayment of Toll Service will be in accordance with Rule 4901:1-5-17(B).

- 2. <u>Regulations</u> (Cont'd)
 - 2.5 <u>Payment Arrangements</u> (Cont'd)
 - 2.5.6 <u>Discontinuance of Service</u> (Cont'd)
 - 2.5.6.4 Disconnection for Reasons other than Nonpayment with notice will be in accordance with Rules 4901:1-5-17(D) and (E).

- 2. <u>Regulations</u> (Cont'd)
 - 2.5 <u>Payment Arrangements</u> (Cont'd)
 - 2.5.6 <u>Discontinuance of Service</u>
 - $2.5.6.4 \quad Disconnection \ for \ Reasons \ other \ than \ Nonpayment \ without \ notice \ will \ be \ in \ accordance \ with \ Rule \ 4901:1-5-17(G).$

- 2. <u>Regulation</u> (Cont'd)
 - 2.5 <u>Payment Arrangements</u> (Cont'd)
 - 2.5.6 <u>Discontinuance of Service</u> (Cont'd)
 - 2.5.6.5 Reserved for future use

2. Regulation (Cont'd)

2.6 Allowances for Interruptions of Service

2.6.1 Credit for Interruptions: At a minimum, credit allowances will be calculated consistent with MTSS Rule, 4901:1-5-16.

2.6.2 Limitations on Allowances

No credit allowance will be made for:

- service interruption caused as a result of negligent or willful act on the part of (a) the subscriber;
- interruptions due to the failure or malfunction of subscriber owned telephone (b) equipment;
- (c) interruptions of service as a result of acts of God in accordance with MTSS 4901:1-5-16(c), military action, wars, insurrection, riots, or strikes; or
- is extended by the company's inability to gain access to the Customer's (d) premises due to the Customer missing a repair appointment.

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2. Regulation (Cont'd)

- 2.6 Allowances for Interruptions of Service (Cont'd)
 - 2.6.3 Use of Alternative Service Provided by the Company: Where the Company bears no liability for the interruption and the Customer elect to use an alternative service provided by the Company during the period that a service is interrupted, the Customer must pay the applicable tariffed rates and charges.

2.7 Cancellation of Service

- 2.7.1 Reserved for future use
- Cancellation of Service by the Customer 2.7.2

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in 2.6.1 above), Customer agrees to pay to Company following sums which shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in 2.5.2: all costs, fees and expenses reasonable incurred in connection with

- (1) All Non-Recurring Charges reasonably expended by Company to establish service to Customer, plus
- any disconnection, early cancellation or termination charges reasonably incurred (2) and paid to third parties by Company on behalf of Customer, plus
- (3) all Recurring Charges specified in the applicable Service Order tariff for the balance of the then current term or as may be pro-rated in the absence of a term contract.

Commission approval of this provision does not constitute a determination of the reasonableness of termination liability.

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2. Regulations (Cont'd)

2.8 Transfer and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (a) pursuant to any sale or transfer of substantially all the assets of the Company; or (b) pursuant to any financing, merger or reorganization of the Company.

2.9 Notices and Communications

- 2.9.1 The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.9.2 The Company shall designate on the Service Order and address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 2.9.3 All notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.9.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.
- 2.9.5 Subscriber bills will contain all of the information required by 4901:1-5-15.

2. Regulations (Cont'd)

2.10 Universal Emergency Number Service – 9-1-1

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

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

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

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

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3. <u>Service Descriptions</u>

- 3.1 <u>Local Exchange Service</u>: The Company's Local Telephone Service provides a Customer with the ability to connect to the Company's switching network which enables the Customer to:
 - place or receive calls to any calling Station in the customer's local calling area, as defined herein:
 - access enhanced Universal Emergency Number/911 Service where available;
 - access the interexchange carrier selected by the Customer for interLATA, intraLATA, interstate or international calling:
 - access Operator Services;
 - access Directory Assistance;
 - place or receive calls to 800/888 telephone numbers;
 - access Telecommunications Relay Service.

The Company's service can not be used to originate calls to other telephone companies caller-paid information services (e.g., 900, 976). Calls to those numbers and other numbers used for caller-paid information services will be blocked by the Company.

3.1.1 Exchange Areas Served and associated Local Calling Areas: Exchanges where local exchange service is available and their associated local calling areas are specified below. NXX's associated with each particular exchange or zone may be found in the telephone directory published for the Customer's exchange area.

Local Exchange Services P.U.C.O. NO. 2

3. <u>Service Descriptions</u> (Cont'd)

3.1 <u>Local Exchange Service</u> (Cont'd)

3.1.1 <u>Local Calling Areas:</u> (Cont'd)

ILEC	COUNTY	EXCHANGE
SBC	ADAMS	Winchester
SBC	ATHENS	Nelsonville
SBC	BELMONT	Barnesville
SBC	BELMONT	Bellaire
SBC	BELMONT	Bethesda
SBC	BELMONT	Martins Ferry-Bridgeport
SBC	BELMONT	Somerton
SBC	BELMONT	St. Clairsville
SBC	BROWN	Aberdeen
SBC	BROWN	Ripley
SBC	BUTLER	Middletown
SBC	BUTLER	Monroe
SBC	BUTLER	Trenton
SBC	CHAMPAIGN	Christiansburg
SBC	CLARK	Donnelsville
SBC	CLARK	Enon
SBC	CLARK	Medway
SBC	CLARK	New Carlisle
SBC	CLARK	North Hampton
SBC	CLARK	Pitchin
SBC	CLARK	South Charleston
SBC	CLARK	South Vienna
SBC	CLARK	Springfield
SBC	CLARK	Tremont City
SBC	COLUMBIANA	Columbiana
SBC	COLUMBIANA	East Liverpool
SBC	COLUMBIANA	East Palestine
SBC	COLUMBIANA	Leetonia
SBC	COLUMBIANA	Lisbon
SBC	COLUMBIANA	New Waterford
SBC	COLUMBIANA	Rogers
SBC	COLUMBIANA	Salem
SBC	COLUMBIANA	Salineville

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Daniel E. Newman, President Impact Network Solutions, Inc. 429 Trenton Avenue Findlay, OH 45840

Local Exchange Services P.U.C.O. NO. 2

3. <u>Service Descriptions</u> (Cont'd)

3.1 <u>Local Exchange Service</u> (Cont'd)

3.1.1 <u>Local Calling Areas:</u> (Cont'd)

ILEC	COUNTY	EXCHANGE
SBC	COLUMBIANA	Wellsville
SBC	COSHOCTON	Conesville
SBC	COSHOCTON	Coshocton
SBC	COSHOCTON	West Lafayette
SBC	CUYAHOGA	Bedford
SBC	CUYAHOGA	Berea
SBC	CUYAHOGA	Brecksville
SBC	CUYAHOGA	Chagrin Falls
SBC	CUYAHOGA	Cleveland
SBC	CUYAHOGA	Gates Mills
SBC	CUYAHOGA	Hillcrest
SBC	CUYAHOGA	Independence
SBC	CUYAHOGA	Montrose [CUY]
SBC	CUYAHOGA	North Royalton
SBC	CUYAHOGA	Olmsted Falls
SBC	CUYAHOGA	Strongsville
SBC	CUYAHOGA	Terrace
SBC	CUYAHOGA	Trinity
SBC	CUYAHOGA	Victory
SBC	ERIE	Bloomingville
SBC	ERIE	Castalia
SBC	ERIE	Sandusky
SBC	FAIRFIELD	Carroll
SBC	FAIRFIELD	Lancaster
SBC	FAIRFIELD	Rushville
SBC	FAIRFIELD	Sugar Grove
SBC	FAYETTE	Bloomingburg
SBC	FAYETTE	Jeffersonville
SBC	FAYETTE	Milledgeville
SBC	FAYETTE	Washington Court House
SBC	FRANKLIN	Alton
SBC	FRANKLIN	Canal Winchester
SBC	FRANKLIN	Columbus

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Local Exchange Services P.U.C.O. NO. 2

3. <u>Service Descriptions</u> (Cont'd)

3.1 <u>Local Exchange Service</u> (Cont'd)

3.1.1 <u>Local Calling Areas:</u> (Cont'd)

_	1	
ILEC	COUNTY	EXCHANGE
SBC	FRANKLIN	Dublin
SBC	FRANKLIN	Gahanna
SBC	FRANKLIN	Grove City
SBC	FRANKLIN	Groveport
SBC	FRANKLIN	Harrisburg
SBC	FRANKLIN	Hilliard
SBC	FRANKLIN	Lockbourne
SBC	FRANKLIN	New Albany
SBC	FRANKLIN	Reynoldsburg
SBC	FRANKLIN	Westerville
SBC	FRANKLIN	Worthington
SBC	GALLIA	Cheshire
SBC	GALLIA	Gallipolis
SBC	GALLIA	Guyan
SBC	GALLIA	Rio Grande
SBC	GALLIA	Vinton
SBC	GALLIA	Walnut
SBC	GEAUGA	Burton
SBC	GEAUGA	Chesterland
SBC	GREENE	Beavercreek
SBC	GREENE	Bellbrook
SBC	GREENE	Bowersville
SBC	GREENE	Cedarville
SBC	GREENE	Fairborn
SBC	GREENE	Jamestown
SBC	GREENE	Spring Valley
SBC	GREENE	Xenia
SBC	GREENE	Yellow Springs-Clifton
SBC	HANCOCK	Findlay
SBC	HIGHLAND	Belfast
SBC	HIGHLAND	Danville [HIG]
SBC	HIGHLAND	Hillsboro
SBC	HIGHLAND	Marshall

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Local Exchange Services P.U.C.O. NO. 2

3. <u>Service Descriptions</u> (Cont'd)

3.1 <u>Local Exchange Service</u> (Cont'd)

3.1.1 <u>Local Calling Areas:</u> (Cont'd)

ILEC	COUNTY	EXCHANGE
SBC	HIGHLAND	Rainsboro
SBC	HIGHLAND	Sugar Tree Ridge
SBC	HOCKING	Murray City
SBC	JEFFERSON	Mingo Junction
SBC	JEFFERSON	Steubenville
SBC	JEFFERSON	Toronto
SBC	LAKE	Leroy
SBC	LAKE	Mentor
SBC	LAKE	Painesville
SBC	LAKE	Wickliffe
SBC	LAKE	Willoughby
SBC	LAWRENCE	Arabia
SBC	LAWRENCE	Ironton
SBC	LUCAS	Holland
SBC	LUCAS	Maumee
SBC	LUCAS	Toledo
SBC	LUCAS	Whitehouse
SBC	MADISON	London
SBC	MADISON	Sedalia
SBC	MADISON	South Solon
SBC	MADISON	West Jefferson
SBC	MAHONING	Canfield
SBC	MAHONING	Lowellville
SBC	MAHONING	North Jackson
SBC	MAHONING	North Lima
SBC	MAHONING	Sebring
SBC	MAHONING	Youngstown
SBC	MIAMI	Fletcher-Lena
SBC	MIAMI	Piqua
SBC	MONROE	Beallsville
SBC	MONROE	Clarington
SBC	MONROE	Duffy
SBC	MONROE	Graysville

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3. <u>Service Descriptions</u> (Cont'd)

3.1 <u>Local Exchange Service</u> (Cont'd)

3.1.1 <u>Local Calling Areas:</u> (Cont'd)

		T
ILEC	COUNTY	EXCHANGE
SBC	MONROE	Lewisville
SBC	MONROE	Woodsfield
SBC	MONTGOMERY	Centerville [MOT]
SBC	MONTGOMERY	Dayton
SBC	MONTGOMERY	Miamisburg-W.Carrollton
SBC	MONTGOMERY	Vandalia
SBC	MUSKINGUM	Dresden
SBC	MUSKINGUM	Fultonham
SBC	MUSKINGUM	Norwich
SBC	MUSKINGUM	Philo
SBC	MUSKINGUM	Zanesville
SBC	PERRY	Corning
SBC	PERRY	Glenford
SBC	PERRY	New Lexington
SBC	PERRY	Roseville
SBC	PERRY	Shawnee
SBC	PERRY	Somerset
SBC	PERRY	Thornville
SBC	PICKAWAY	New Holland
SBC	PORTAGE	Atwater
SBC	PORTAGE	Kent
SBC	PORTAGE	Mantua
SBC	PORTAGE	Mogadore
SBC	PORTAGE	Ravenna
SBC	PORTAGE	Rootstown
SBC	SANDUSKY	Fremont
SBC	SANDUSKY	Lindsey
SBC	SENECA	Fostoria
SBC	SENECA	New Riegel
SBC	SENECA	Tiffin
SBC	STARK	Alliance
SBC	STARK	Canal Fulton
SBC	STARK	Canton

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Daniel E. Newman, President Impact Network Solutions, Inc. 429 Trenton Avenue Findlay, OH 45840

Local Exchange Services P.U.C.O. NO. 2

3. <u>Service Descriptions</u> (Cont'd)

3.1 <u>Local Exchange Service</u> (Cont'd)

3.1.1 <u>Local Calling Areas:</u> (Cont'd)

ILEC	COUNTY	EXCHANGE
SBC	STARK	Hartville
SBC	STARK	Louisville
SBC	STARK	Magnolia-Waynesburg
SBC	STARK	Marlboro
SBC	STARK	Massillon
SBC	STARK	Navarre
SBC	STARK	North Canton
SBC	STARK	Uniontown
SBC	SUMMIT	Akron
SBC	SUMMIT	Greensburg
SBC	SUMMIT	Manchester [SUM]
SBC	TRUMBULL	Girard
SBC	TRUMBULL	Hubbard
SBC	TRUMBULL	Kirtland
SBC	TRUMBULL	Niles
SBC	TRUMBULL	Sharon
SBC	TUSCARAWAS	Gnadenhutten
SBC	TUSCARAWAS	Newcomerstown
SBC	TUSCARAWAS	Uhrichsville
SBC	WARREN	Franklin
SBC	WASHINGTON	Belpre
SBC	WASHINGTON	Marietta
SBC	WASHINGTON	New Matamoras
SBC	WASHINGTON	Newport
SBC	WAYNE	Dalton
SBC	WOOD	Perrysburg
SBC	WYANDOT	Upper Sandusky

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3. <u>Service Descriptions</u> (Cont'd)

3.1 <u>Local Exchange Service</u> (Cont'd)

3.1.1 <u>Local Calling Areas:</u> (Cont'd)

ILEC	COUNTY	EXCHANGE
Sprint United	ALLEN	Beaverdam
Sprint United	ALLEN	Bluffton
Sprint United	ALLEN	Cairo
Sprint United	ALLEN	Delphos
Sprint United	ALLEN	Elida
Sprint United	ALLEN	Gomer
Sprint United	ALLEN	Lafayette
Sprint United	ALLEN	Lima
Sprint United	ALLEN	Westminster
Sprint United	ASHTABULA	Andover
Sprint United	ASHTABULA	Jefferson
Sprint United	ASHTABULA	New Lyme
Sprint United	ATHENS	Glouster
Sprint United	AUGLAIZE	Waynesfield
Sprint United	CHAMPAIGN	North Lewisburg
Sprint United	CHAMPAIGN	Rosewood
Sprint United	CRAWFORD	Bucyrus
Sprint United	CRAWFORD	Chatfield
Sprint United	CRAWFORD	Lykens
Sprint United	CRAWFORD	New Winchester
Sprint United	DARKE	Ansonia
Sprint United	DARKE	Arcanum
Sprint United	DARKE	Bradford
Sprint United	DARKE	Gettysburg
Sprint United	DARKE	Greenville
Sprint United	DARKE	Hollansburg
Sprint United	DARKE	New Madison
Sprint United	DARKE	Rossburg
Sprint United	DARKE	Versailles
Sprint United	DEFIANCE	Defiance
Sprint United	DEFIANCE	Jewell
Sprint United	DELAWARE	Sunbury

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Local Exchange Services P.U.C.O. NO. 2

3. <u>Service Descriptions</u> (Cont'd)

3.1 <u>Local Exchange Service</u> (Cont'd)

3.1.1 <u>Local Calling Areas:</u> (Cont'd)

ILEC	COUNTY	EXCHANGE
Sprint United	FULTON	Archbold
Sprint United	FULTON	Lyons
Sprint United	FULTON	Metamora
Sprint United	FULTON	Swanton
Sprint United	FULTON	Wauseon
Sprint United	HARDIN	Ada
Sprint United	HARDIN	Alger
Sprint United	HARDIN	Dunkirk
Sprint United	HARDIN	Mount Victory
Sprint United	HARDIN	Ridgeway
Sprint United	HENRY	Deshler
Sprint United	HENRY	Florida
Sprint United	HENRY	Gerald
Sprint United	HENRY	Grelton-Malinta
Sprint United	HENRY	Hamler
Sprint United	HENRY	Holgate
Sprint United	HENRY	Liberty Center
Sprint United	HENRY	Napoleon
Sprint United	HOLMES	Big Prairie
Sprint United	HOLMES	Glenmont
Sprint United	HOLMES	Holmesville
Sprint United	HOLMES	Killbuck
Sprint United	HOLMES	Millersburg
Sprint United	HOLMES	Nashville
Sprint United	KNOX	Centerburg
Sprint United	KNOX	Danville [KNO]
Sprint United	KNOX	Fredericktown
Sprint United	KNOX	Gambier
Sprint United	KNOX	Martinsburg
Sprint United	KNOX	Mount Vernon
Sprint United	LICKING	Alexandria
Sprint United	LICKING	Croton

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3. <u>Service Descriptions</u> (Cont'd)

3.1 <u>Local Exchange Service</u> (Cont'd)

3.1.1 <u>Local Calling Areas:</u> (Cont'd)

ILEC	COUNTY	EXCHANGE
Sprint United	LICKING	Hebron
Sprint United	LICKING	Johnstown
Sprint United	LICKING	Pataskala
Sprint United	LICKING	Utica-Homer
Sprint United	LOGAN	Belle Center
Sprint United	LOGAN	Bellefontaine
Sprint United	LOGAN	De Graff
Sprint United	LOGAN	East Liberty
Sprint United	LOGAN	Huntsville
Sprint United	LOGAN	Rushsylvania
Sprint United	LOGAN	Russells Point
Sprint United	LOGAN	West Liberty
Sprint United	LOGAN	West Mansfield
Sprint United	LUCAS	Richfield Center-Berkey
Sprint United	LUCAS	Waterville
Sprint United	MAHONING	Berlin Center
Sprint United	MAHONING	Damascus
Sprint United	MAHONING	North Benton
Sprint United	MARION	Caledonia
Sprint United	MERCER	Rockford
Sprint United	MORGAN	Chesterhill
Sprint United	MORGAN	McConnelsville
Sprint United	MORGAN	Pennsville
Sprint United	MORGAN	Reinersville-Hackney
Sprint United	MORGAN	Stockport
Sprint United	MORROW	Cardington
Sprint United	MORROW	Chesterville
Sprint United	MORROW	Johnsville
Sprint United	MORROW	Marengo
Sprint United	MORROW	Mount Gilead
Sprint United	MUSKINGUM	Adamsville
Sprint United	MUSKINGUM	Frazeysburg

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Local Exchange Services P.U.C.O. NO. 2

3. <u>Service Descriptions</u> (Cont'd)

3.1 <u>Local Exchange Service</u> (Cont'd)

3.1.1 <u>Local Calling Areas:</u> (Cont'd)

ILEC	COUNTY	EXCHANGE
Sprint United	PERRY	Crooksville
Sprint United	PERRY	Junction City
Sprint United	PICKAWAY	Mount Sterling
Sprint United	PORTAGE	Lake Milton
Sprint United	PORTAGE	Wayland
Sprint United	PORTAGE	Windham
Sprint United	PREBLE	Camden
Sprint United	PREBLE	Eaton
Sprint United	PREBLE	Eldorado
Sprint United	PREBLE	New Paris
Sprint United	PREBLE	West Manchester
Sprint United	PUTNAM	Ottawa
Sprint United	RICHLAND	Adario
Sprint United	RICHLAND	Bellville
Sprint United	RICHLAND	Butler
Sprint United	RICHLAND	Lexington
Sprint United	RICHLAND	Lucas
Sprint United	RICHLAND	Mansfield
Sprint United	RICHLAND	Shelby
Sprint United	RICHLAND	Shiloh
Sprint United	SANDUSKY	Woodville
Sprint United	SENECA	Green Springs
Sprint United	SENECA	Old Fort
Sprint United	SHELBY	Anna
Sprint United	SHELBY	Botkins
Sprint United	SHELBY	Fort Loramie
Sprint United	SHELBY	Jackson Center
Sprint United	SHELBY	Sidney
Sprint United	TRUMBULL	Bristolville
Sprint United	TRUMBULL	Cortland
Sprint United	TRUMBULL	Greene
Sprint United	TRUMBULL	Hartford

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Local Exchange Services P.U.C.O. NO. 2

3. <u>Service Descriptions</u> (Cont'd)

3.1 <u>Local Exchange Service</u> (Cont'd)

3.1.1 <u>Local Calling Areas:</u> (Cont'd)

ILEC	COUNTY	EXCHANGE
Sprint United	TRUMBULL	Johnston
Sprint United	TRUMBULL	Kinsman
Sprint United	TRUMBULL	Newton Falls
Sprint United	TRUMBULL	Warren
Sprint United	UNION	Byhalia
Sprint United	UNION	Magnetic Springs
Sprint United	UNION	Marysville
Sprint United	UNION	Milford Center
Sprint United	UNION	Raymond
Sprint United	UNION	York Center
Sprint United	VAN WERT	Van Wert
Sprint United	VAN WERT	Venedocia
Sprint United	WARREN	Lebanon
Sprint United	WARREN	Mason
Sprint United	WARREN	Morrow
Sprint United	WARREN	South Lebanon
Sprint United	WARREN	Waynesville
Sprint United	WASHINGTON	Bartlett
Sprint United	WAYNE	Apple Creek
Sprint United	WAYNE	Fredericksburg
Sprint United	WAYNE	Kidron
Sprint United	WAYNE	Marshallville
Sprint United	WAYNE	Orrville
Sprint United	WAYNE	Rittman
Sprint United	WAYNE	Shreve
Sprint United	WAYNE	Smithville
Sprint United	WAYNE	Sterling
Sprint United	WAYNE	Wooster
Sprint United	WILLIAMS	Stryker
Sprint United	WOOD	Bloomdale
Sprint United	WOOD	Cygnet
Sprint United	WOOD	Luckey

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Local Exchange Services P.U.C.O. NO. 2

- 3. <u>Service Descriptions</u> (Cont'd)
 - 3.1 <u>Local Exchange Service</u> (Cont'd)
 - 3.1.1 <u>Local Calling Areas:</u> (Cont'd)

ILEC	COUNTY	EXCHANGE
Sprint United	WOOD	Moline
Sprint United	WOOD	Portage
Sprint United	WOOD	Risingsun
Sprint United	WOOD	Stony Ridge

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- 3. <u>Service Descriptions</u> (Cont'd)
 - 3.1 <u>Local Exchange Service</u> (Cont'd)
 - 3.1.2 <u>General</u> The Company's Local Exchange Service is comprised of a Switched Network Access Channel and Local Usage is mandatory for all customers subscribing to the Company's local exchange service offerings. The remaining service elements, enhanced features and toll usage, are optional services available to customers.
 - 3.1.3 <u>Class of Service</u>: The Local Exchange Service Offering is offered to primarily residential customers.
 - 3.1.3.1 Local Exchange Service will be classified as Residential Service where the primary use is for social or domestic purposes and the location to which service is provided is a residence or the bona fide living quarter for a combined residence and business premises.
 - 3.1.4 <u>Geographic Zones</u> The Company's Local Exchange Service Offering is segmented into 4 Zones generally reflecting each exchange area's relative density and the underlying price distinctions of the incumbent local exchange carrier's services which the Company is reselling. Each of the exchanges listed in 3.1.1 has been assigned a zone designation. At present, the Company's zone rate distinction only applies to the Network Access Channel element of its local exchange service offering. The rates and charges for Network Access Elements listed in Section 3.1.8.2 reflect the zone differential.
 - 3.1.5 <u>Switched Network Access Channels</u> include the following features as standard and are offered in the following configurations:

Touchtone Dialing
One Directory Listing plus One Directory
Presubscription (both IntraLATA and InterLATA)
Calling number delivery blocking/per call
Toll restriction
900/976 Blocking

3.1.5.1 <u>Basic - Switched Network Access Channels</u> provides the Customer with a single, voice- grade analog communications channel with a single telephone number.

- 3. <u>Service Descriptions</u> (Cont'd)
 - 3.1 <u>Local Exchange Service</u> (Cont'd)
 - 3.1.5 <u>Switched Network Access Channels (Cont'd)</u>

Reserved for future use.

- 3. <u>Service Descriptions</u> (Cont'd)
 - 3.1 Local Exchange Service (Cont'd)
 - 3.1.6 <u>Local Usage Services</u> The Company's local exchange service subscribers may choose between two different calling packages: Per Message Calling and Unlimited Local Calling (available to residence subscribers only). Local Usage Service pertains to customer dialed calls to stations within the customer's local exchange or local calling areas as defined in Section 3.1.1
 - 3.1.6.1 Per Message Rate This option applies a single, per unit charge for each completed local message originated by the customer and terminating within the customer's local calling area.
 - 3.1.6.2 Unlimited Local Calling This option applies a single monthly charge for unlimited local calls. This usage option is restricted solely to residence customers.

3. <u>Service Descriptions</u> (Cont'd)

3.1 Local Exchange Service (Cont'd)

3.1.7 <u>Enhanced Calling Features</u> – are a set of optional features available to the Company's local exchange service Customers that provide additional calling functionality. The Company offers the following optional features, at the rates specified in Section 3.2.:

Feature

Call Forward Busy - allows incoming calls to a busy line to be routed to a preselected line

Call Forward No Answer - allows incoming calls to automatically route to a preselected line when the called station is not answered after a preset number of rings.

Call Forward Variable - allows a customer to activate routing of incoming calls to another line in their key system or to an external number.

Call Hold - permits customer to place a call on hold by depressing the switch hook, dialing an access code and going on hook.

Call Park - attendant places a call on hold, a code is then dialed to retrieve the call from the parked position.

Call Pickup, Group - all the phones in an area can be answered by dialing a code.

Call Waiting - provides a tone to alert a customer that a second party is calling, and allows the customer to answer the incoming call while holding the original connection.

Conference Three-Way - allows the customer to add a third party to an established call without operator assistance.

Message Waiting - allows a visual, and/or an audible tone signal when there is a message

Message Waiting - allows a visual, and/or an audible tone signal when there is a message waiting.

Automatic Callback - by dialing a code this feature automatically returns the last incoming call whether or not it was answered.

Calling Number Delivery (Caller ID) - allows a customer to identify the telephone number from which the call is being made. The telephone number is displayed on a customer provided display device.

Calling Number Delivery w/ Name (Caller ID w/ Name) - works along with Caller ID, displays telephone number and listed name associated with the telephone number.

Calling Number Delivery Blocking (Per Line)* - prevents the display of the calling telephone number on all calls dialed.

Direct Inward Dialed (DID) Numbers - permits incoming calls to reach customerprovided equipment without the assistance of an attendant, and allows transfer to another line through the use of an incoming/outgoing trunk facility.

Serial Hunting - a series of telephone lines are organized so that if the first line is busy the next line is hunted and so on until a free line is found.

*NOTE:

Calling Name/Calling Number Delivery Blocking (Per Line) charge is waived if the Customer has a Non-listed or a Non-published number.

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3 Service Descriptions (Cont'd)

3.1.8 Local Exchange Service - Rates and Charges

A Local Exchange Service Customer will be charged applicable Non-Recurring Charges, monthly Recurring Charges and Message charges as specified in Sections 3.1.2.3.1, 3.1.2.3.2, and 3.1.2.3.4 respectively.

3.1.8.1 Non-Recurring Charges

Service Residence Max. Tier 1 Service Service Connection Charge(per line) \$75.00 Installation Charge \$100.00

Tier 2 Service

Optional Feature Activation(per order)

NOTE:

Non-recurring account change charges will not apply during the initial 30 day period following completion of a service order.

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3. <u>Service Descriptions</u> (Cont'd)

3.1.8 <u>Local Exchange Service</u> (Cont'd)

3.1.8.2 Monthly Recurring Charges

Service Tier 1 Service		Residence Max.				
Switched Network Access Channels						
Zone A	Basic Line , Per Line	\$45.00				
Zone B	Basic Line , Per Line	\$45.00				
Zone C	Basic Line , Per Line	\$45.00				
Zone D	Basic Line , Per Line	\$45.00				
T: 1 Ci						
<u>Tier 1 Service</u>						
Calling Number D Call Waiting	\$20.00 \$20.00					

Tier 2 Service

Automatic CallBack Call Forward Busy Call Forward No Answer Call Forward Variable Caller ID- Numeric Listing Caller ID- Number and Name Conference Three Way Message Waiting Serial Hunting

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^{*} Calling Number Delivery Blocking – Per Line charge is waived if the Customer has a Non-listed or a Non-published number.

- 3. <u>Service Descriptions</u> (Cont'd)
 - 3.1.8 <u>Local Exchange Service Rates & Charges</u> (Cont'd)
 - 3.1.8.3 Per Message Rate: The following rates will be applied on a per call basis, regardless of the duration of the call.

Tier 1 service Max.

Per Call \$0.12

3. <u>Service Descriptions</u> (Cont'd)

3.2 <u>Directory Assistance</u>

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

3.2.1 Each call to Directory Assistance will be charged as follows in Section 7.

Tier 2 service

DA, Per call DA, with Call Completion

- 3.2.2 A credit will be given for calls to Directory Assistance as follows:
 - -The Customer experiences poor transmission or is cut-off during the call; or
 - -The Customer is given an incorrect telephone number.

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

3. <u>Service Descriptions</u> (Cont'd)

3.3 Operator Assistance (Traditional)

A Customer may obtain the assistance of a local operator to complete local exchange telephone calls in the following manner. Surcharges as specified in Section 3.3.1 will apply:

<u>Third Number Billing</u>: Provides the Customer with the capability to charge a local call to a third number which is different from the called or calling party. The party answering at the third number has the option to refuse acceptance of the charges in advance or when queried by the operator.

<u>Collect Calls</u>: Provides the Customer with the capability to charge a call to the called party. On the operator announcement of a collect call, the called party has the option to refuse acceptance of charges in advance or when queried by the operator.

<u>Calling Cards</u>: Provides the Customer with the capability to place a call using a calling card with or without the assistance of an operator.

<u>Person to Person</u>: Calls completed with the assistance of an operator to a particular Station and person specified by the caller. The call may be billed to the called party.

<u>Station to Station</u>: Calls completed with the assistance of an operator to a particular Station. The call may be billed to the called party.

3.3.1 Operator Assisted (Traditional) Surcharges: The following surcharges will be applied on a per call basis.

Tier 2 service

Calling Card/Operator Calling Card/Automatic Third Number Billing Collect Calling Person to Person Station to Station

- 3. <u>Service Descriptions</u> (Cont'd)
 - 3.3 Operator Assistance (Traditional) (Cont'd)
 - 3.3.2 <u>Busy Line Verification and Interrupt Service</u>: Busy Line Verification and Interrupt Service, which is furnished where and to the extent that facilities permit, provides the Customer with the following options:
 - 3.3.2.1 <u>Busy Line Verification</u>: Upon request of the calling party, the Company will determine if the line is clear or in use and report to the calling party.
 - 3.3.2.2 <u>Busy line Verification with Interrupt</u>: The operator will interrupt the call on the called line only if the calling party indicates an emergency and requests interruption. The operator will then interrupt the call, advising the called party the name of the calling party.
 - 3.3.2.3 <u>Rates</u>: Rates for Busy Line Verification and Interrupt Service, as specified below, will apply under the following circumstances:

Per Request

Tier 2 service

Busy Line Verification Busy Line Interrupt

3. <u>Service Descriptions</u> (Cont'd)

3.4 <u>Directory Listings</u>

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

- 3.4.1 The Company reserves the right to limit the length of any listing in the directory by the use of abbreviations when, in its judgment, the clearness of the listing or the identification of the Customer is not impaired thereby. When more than one line is required to properly list the Customer, no additional charge is made.
- 3.4.2 The Company may refuse a listing which is known not to constitute a legally authorized or adopted name, contains obscenities in the name, or any listing which, in the opinion of the Company, is likely to mislead or deceive calling persons as to the identity of the listed party, or is a contrived name used for advertising purposes or to secure a preferential position in the directory or is more elaborate than is reasonably necessary to identify the listed party. The Company, upon notification to the Customer, will withdraw any listing which is found to be in violation of its rules with respect thereto.
- 3.4.3 Each listing must be designated Government, Business, or Residence to be placed in the appropriate section of the directory. In order to aid the user of the directory, and to avoid misleading or deceiving the calling party as to the identity of the listed party, only business listings may be placed in the Business Section and only residential listings in the Residential Section. The Company, upon notification to the Customer, will withdraw any listing that is found to be in violation of its rules with respect thereto.
- 3.4.4 In order for listing to appear in an upcoming directory, the Customer must furnish the listing to the Company in time to meet the directory publishing schedule.
- 3.4.5 Directory listings are provided in connection with each Customer service as specified herein.
 - 3.4.5.1 <u>Primary Listing</u>: A primary listing contains the name of the Customer, or the name under which a business is regularly conducted, as well as the address and telephone number of the Customer. This listing is provided at no additional charge.
 - 3.4.5.2 <u>Additional Listings</u>: In connection with local exchange service, additional listings are available only in the name of Authorized Users of the Customer's service, as defined herein.

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3. <u>Service Descriptions</u> (Cont'd)

3.4 Directory Listings (Cont,d)

- 3.4.5.3 Nonpublished Listings: Listings that are not printed in directories or available from Directory Assistance. A Nonpublished Telephone Service will be furnished, at the Customer's request providing the omission or deletion of the Customer's telephone listing from the telephone directory and, in addition, the Customer's telephone listing will be omitted or deleted from the directory assistance records, subject to the provisions set forth in Section 2.1.4.
- 3.4.5.4 <u>Nonlisted Numbers</u>: A Nonlisted number will be furnished at the Customer's request, providing for the omission or deletion of the Customer's listing from the telephone directory. Such listings will be carried in the Company's directory assistance and other records will be given to any calling party.
- 3.4.5.5 <u>Foreign Listings</u>: Where available, a listing in a phone directory which is not in the Customer's immediate calling area. The Customer will be charged the rates specified in the tariff published by the specific exchange carrier providing the Foreign Listings.
- 3.4.5.6 <u>Alternate Call Listings</u>: Where available, a listing that references a telephone number that is not the primary listing for the Customer. The Customer must provide written verification that the alternate telephone number is authorized to accept calls.
- 3.4.5.7 <u>Reference Listing</u>: A listing including additional telephone numbers of the same or another Customer to be called in the event there is not an answer from the Customer's telephone.
- 3.4.5.8 <u>Recurring Charges</u>: Monthly Recurring Charges associated with Directory Listings are as follows:

Per Listing or Per Number Charge

<u>Tier 1 Services</u> <u>Max.</u>

Primary Listing N/C
Non-Published Number \$4.00
Additional Listing on 2nd or 3rd Lines \$4.00

Tier 2 Services

Additional Listing on 1st line Non-Listed Number Alternate Call Listing Reference Listing

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3. <u>Service Descriptions</u> (Cont'd)

3.4 <u>Directory Listings</u> (Cont,d)

3.4.5.9 <u>Non-Recurring Charges</u>: Non-Recurring charges associated with Directory Listings are as follows:

Per Listing or

Per Number Charge

<u>Tier 1 Service</u> <u>Max.</u>

Primary Listing N/C
Non-Published Number \$15.00

Tier 2 Service

Non-Listed Number

- 3.5 <u>Emergency Services (Enhanced 911)</u>: Allows Customers to reach appropriate emergency services including police, fire and medical services. Enhanced 911 has the ability to selectively route an emergency call to the primary E911 provider so that it reaches the correct emergency service located closest to the caller. In addition, the Customer's address and telephone information will be displayed to the primary E911 provider for display at the Public Service Answering Point (PSAP). Charges for Enhanced 9-1-1 will be a pass through of the charge imposed by the ILEC.
- 3.6 <u>Vanity Telephone Numbers</u>: At the request of the Customer, the Company may assign a telephone number with the last four digits selected by the Customer. The assignment is subject to availability of a particular number. There will be no charge for Vanity Telephone Numbers.

Vanity Telephone Number

Reserved for future use

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- 3. Service Descriptions (Cont'd)
- 3.7 Service Connection Assistance
- 3.7.1 General:
- 3.7.1.1 Service Connection Assistance is a telephone assistance program that provides certain eligible residential customers requesting local exchange service with the following benefits:
 - a. Wavier of applicable deposit requirements under Section 1 of this tariff.
 - b. Full or partial wavier of applicable service connection charges for establishing or re-establishing local exchange service as described in Section 3 of this tariff. (Service Connection Assistance does not apply to network wiring charges).
- 3.7.2 Regulations
- 3.7.2.1 Service Connection Assistance is a basic local exchange residential service offering available to customers who are currently participating in one of the following assistance programs:
 - a. Home Energy Assistance Program (HEAP);
 - b. Emergency Home Energy Assistance Program (E HEAP);
 - c. Ohio Energy Credits Program (OECP);
 - d. Supplemental Security Income (SSI) under Title XVI of the Social Security Act;
 - e. Food Stamps;
 - f. Federal public housing assistance (Section 8); or,
 - g. Medical Assistance under Chapter 5111 of the Ohio Revised Code (Medicaid).
- 3.7.2.2 The Telephone Company shall require, as proof of eligibility for Service Connection Assistance, a document signed by the customer, certifying under penalty of perjury that the customer is receiving benefits from one of the programs identified in Section 3.7.2.1, above; identifying the specific program or programs from which the customer receives benefits, and agreeing to notify the carrier if the customer ceases to participate in such program or programs.
- 3.7.2.3 Customers of Service Connection Assistance cannot be a dependent (as defined by the Federal Income Tax Code) under the age of 60.
- 3.7.2.4 Service Connection Assistance is available for all grades of service.
- 3.7.2.5 Service Connection Assistance is available for a single telephone line at the customer's principal place of residence. No other exchange service will be permitted in the same household.
- 3.7.2.6 Service Connection Assistance shall be available to eligible customers not more than once in a one-year period at the same address. Customers must pay or make arrangements to pay to the Telephone Company any outstanding bills for regulated telephone services in the customer's name, and no other member of the household may owe money for such services previously provided at the Customer's current address.
- 3.7.2.7 Service Connection Assistance customers are not restricted on the optional services to which they may subscribe.

ISSUED: July 9, 2003 EFFECTIVE: August 13, 2003

- 3. <u>Service Descriptions</u> (Cont'd)
 - 3.8 <u>Reserved for future use.</u>

- 3. <u>Service Descriptions</u> (Cont'd)
 - 3.8 <u>Reserved for future use.</u>

- 3. <u>Service Descriptions</u> (Cont'd)
 - 3.8 <u>Reserved for future use</u> (Cont'd)
 - 3.8.2 <u>Regulations(Cont'd)</u>

4. <u>Promotional Offerings</u>

4.1 <u>Promotional Offerings</u>: The Company may from time to time engage in special promotions of limited duration of its service offerings designed to attract new customers or to increase existing customer awareness of a particular tariff offering. Waiver of any charges other than a non-recurring charge shall be limited to ninety (90) calendar days on a per customer basis during a 12-month period. Requests for promotional offerings will be presented to the Commission for its review in accordance with Case No. 95-845-TP-COI.

5. <u>Individual Case Basis (ICB) Arrangements</u>

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 service in this tariff. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis and will be filed with the PUCO.

6. <u>Service Area Map</u>



ISSUED: July 9, 2003 EFFECTIVE: August 13, 2003

7. PRICE LIST

7	Local	Exchange Service – Rates and Charges	ACTUAL RATES
	7.1.1	Non-recurring charges	<u>Service</u>
		Service Connection Charge (per line) Installation Charge	\$50.00 \$100.00
		Tier 2 services	
		Optional Feature Activation(per order)	\$30.00

7.1.2 <u>Monthly Recurring Charges</u>

Service	Switched Network Access Channels
SCIVICC	Switched Network Access Chamiles

Tier 1 Service		SBC	SPRINT
Zone A -	Basic Line, per line		
	Month to Month	\$20.00	\$36.00
	12 Month Plan	\$18.00	\$30.00
	12 Month Plan	\$16.00	\$25.00
Zone B -	Basic Line, Per Line		
	Month to Month	\$20.00	\$36.00
	12 Month Plan	\$18.00	\$30.00
	12 Month Plan	\$16.00	\$25.00
Zone C -	Basic Line, Per Line		
	Month to Month	\$20.00	\$36.00
	12 Month Plan	\$18.00	\$30.00
	12 Month Plan	\$16.00	\$25.00
Zone D -	Basic Line, Per Line		
	Month to Month	\$20.00	\$36.00
	12 Month Plan	\$18.00	\$30.00
	36 Month Plan	\$16.00	\$25.00

Plans include 100 calls per month per line, \$0.06 thereafter

<u>Tier 1 Service</u>

Call Waiting \$3.20 Caller ID Blocking* \$0.99

ISSUED: July 9, 2003 EFFECTIVE: August 13, 2003

Issued under authority of the Public Utilities Commission of Ohio, Dated August 13, 2003, in Case No. 03-1516-TP-ACE

Daniel E. Newman, President Impact Network Solutions, Inc. 429 Trenton Avenue Findlay, OH 45840

^{*} Calling Number Delivery Blocking – Per Line charge is waived if the Customer has a Non-listed or a Non-published number.

IMPACT NETWORK SOLUTIONS, INC. Local Exchange Services P.U.C.O. NO. 2

7. PRICE LIST

7 <u>Local Exchange Service – Rates and Charges</u> (cont'd)

7.1.2	Monthly	Recurring	Charges	(cont'd)	,

Monthly Reculting Charges (cont d)	
Optional Features:	ACTUAL RATES MRC
Automatic Callback *69	\$3.20
Caller ID - Numeric Listing	\$5.00
Caller ID - Number and Name	\$7.50
Call Forwarding Busy	\$0.60
Call Forwarding No Answer	\$0.60
Call Forwarding Variable	\$3.20
Conference Three Way	\$3.20
Pay per use blocking	No charge

7.1.3 Per Message Rate: The following rates will be applied on a per call basis, regardless of the duration of the call.

Tier 1 service

Per Call \$0.12

7.2 <u>Directory Assistance</u>

<u>Tier 2 service</u>	
DA, Per call	\$1.00
DA, with Call Completion	\$1.00

7.3 Operator Assisted (Traditional) Surcharges: The following surcharges will be applied on a per call basis.

A.	<u>Tier 2 Service</u>	
	Calling Card/Operator	\$2.50
	Calling Card/Automatic	\$1.70
	Third Number Billing	\$2.50
	Collect Calling	\$2.50
	Person to Person	\$4.00
	Station to Station	\$2.50
B.	<u>Tier 2 Services</u>	Per Request
	Busy Line Verification Busy Line Interrupt	\$3.00 \$3.00

ISSUED: July 9, 2003 EFFECTIVE: August 13, 2003

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IMPACT NETWORK SOLUTIONS, INC. Local Exchange Services P.U.C.O. NO. 2

7. PRICE LIST

7 <u>Local Exchange Service – Rates and Charges</u> (cont'd)

7.4 <u>Directory Listings</u> <u>ACTUAL RATES</u>

A.		MRC Per Listing or
		Per Number Charge
	Tier 1 Services	
	Primary Listing	N/C
	Non-Published Number	\$0.99
	Additional Listing on 2 nd or 3 rd Lines	\$0.99
	Tr: 0.0	
	Tier 2 Services	Φ0.00
	Additional Listings on 1 st line	\$0.99
	Non-Listed Number	\$0.99
	Alternate Call Listing	\$0.99
	Reference Listing	\$0.99
B.		Non-Recurring charges Per Listing or Per Number Charge
	<u>Tier 1 Service</u>	
	Primary Listing	N/C
	Non-Published Number	\$15.00
	Tier 2 Service	
	Non-Listed Number	\$15.00

7.4 Emergency 9-1-1 Charges

These charges pass through the charge approved by the Public Utilities Commission of Ohio, for Ameritech and Sprint United, whose services the Company is reselling.

7.5 <u>Telephone Service Assistance</u>

The Company will provide Telephone Service Assistance on a pass through basis charging the customer the same amount it is charged by the underlying ILEC who provides the service.

ISSUED: July 9, 2003 EFFECTIVE: August 13, 2003

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES

APPLYING TO COMPETITIVE TELECOMMUNICATIONS SERVICES

WITHIN THE STATE OF OHIO

ISSUED: September 5, 2000

Daniel E. Newman President, Impact Network Solutions, Inc. 2025 Tiffin Ave., Unit 2 Findlay, Ohio 45840

CHECK SHEET

Pages 1 - 45 inclusive of this tariff as of the date shown.

<u>SHEET</u>	REVISION	<u>SHEET</u>	REVISION
1	Original	31	Original
2	Original	32	Original
3	Original	33	Original
4	Original	34	Original
5	Original	35	Original
6	Original	36	Original
7	Original	37	Original
8	Original	38	Original
9	Original	39	Original
10	Original	40	Original
11	Original	41	Original
12	Original	42	Original
13	Original	43	Original
14	Original	44	Original
15	Original	45	Original
16	Original		
17	Original		
18	Original		
19	Original		
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ISSUED: September 5, 2000

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President, Impact Network Solutions, Inc.
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TARIFF FORMAT

- A. Page Numbering Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the Tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be numbered 14.1.
- B. Page Revision Numbers Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th Revised Page 14 Cancels the 3rd Revised Page 14.
- C. Paragraph Numbering Sequence There are five levels of paragraph coding. Each level of coding is subservient to its next higher level:
 - 2.
 - 2.1
 - 2.1.1
 - 2.1.1.1
 - 2.1.1.1.a
 - 2.1.1.1.a.(1)

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

When changes are made in any tariff sheet, a revised sheet will be issued canceling the tariff sheet affected. Changes will be identified on the revised sheet(s) through the use of the following symbols:

- C To signify a "Change" in existing rate and/or regulation.
- D To signify the "Deletion/Discontinuance" of rates, regulations, and/or text.
- I To signify a rate "Increase."
- M To signify matter "Moved/Relocated" within the tariff with no change to the material.
- N To signify "New" text, regulation, service, and/or rates.
- R To signify a rate "Reduction."
- T To signify a "Text Change" in tariff, but no change in rate or regulation.
- Z To signify a correction.

The above symbols will apply except where additional symbols are identified at the bottom of an individual page.

ISSUED: September 5, 2000

Daniel E. Newman
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APPLICATION OF TARIFF

- 1. This tariff applies to the furnishing of the intrastate data transmission services by Impact Network Solutions, Inc. (hereinafter referred to as the "Company" or "Impact"), to Customers within the State of Ohio. Services contained in this tariff will be provided by reselling the local exchange service provided by the incumbent local exchange carrier in the areas listed in this tariff and appropriately identified, where a valid interconnection agreement exists.
 - A. Impact is authorized to serve in all counties in Ohio.
 - B. Services will be provided only in those areas in which a valid interconnection agreement is in affect, or where purchasing out of approved resale tariffs.
- 2. The rates, charges, and conditions shown herein include all network facilities on the Company's side of the point of demarcation (network Interface Device). The purpose of the point of demarcation is to separate responsibility of the Company from the responsibility of the building owner/Customer. For all resold local exchange services, the Company concurs with the demarcation tariffs of the applicable incumbent local exchange company.
- 3. The Company reserves the right to offer its Customers a variety of competitive services as deemed appropriate by the Company or similar services as offered by a dominant exchange service provider.
- 4. The Company may offer services at a reduced rate, free of charge, or offer incentives including gift certificates and coupons for promotional, market research or rate experimentation purposes. Such offerings will be submitted to the Commission for approval and be in effect for a limited duration.

ISSUED: September 5, 2000

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1.0 DEFINITIONS

For purposes of this tariff, the following definitions will apply.

ACCESS LINE - An arrangement that connects the Customer's location to the Company's designated switching center or point of presence.

ADVANCE PAYMENT - The payment required before the start of service.

AUTHORIZED USER - A person, corporation or other entity who is authorized by the Company's customer to utilize service provided by the Company to the customer. The Customer is responsible for all charges incurred by an Authorized User.

COMMISSION - The Public Utilities Commission of Ohio.

COMPANY - Impact Network Solutions, Inc., the issuer of this tariff.

CUSTOMER - The person, firm, corporation, or other entity which orders service pursuant to this tariff and utilizes service provided under tariff by the Company. A Customer is responsible for the payment of charges and for compliance with all terms of the Company's Tariff.

CUSTOMER PREMISES EQUIPMENT ("CPE") - Equipment provided by the Customer for use with the Company's services.

DIGITAL - A method of storing, processing and transmitting information through the use of distinct electronic or optical pulses that represent the binary digits (bits) 0 and 1. Digital transmission/switching technologies employ a sequence of discrete, individually distinct pulses to represent information, as opposed to the continuously variable signal of analog technologies.

DIGITAL SUBSCRIBER LINE (xDSL) - A technology that uses a metallic copper loop to provide high speed data transmission services.

INTERRUPTION - The inoperability of the subscriber line due to Company facilities malfunction or human errors.

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

ISSUED: September 5, 2000

Daniel E. Newman
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1.0 <u>DEFINITIONS</u> (cont'd)

LOOPS - Segments of a line which extend from the serving central office to the originating and terminating point.

MOVE - The disconnection of existing equipment at one location and reconnection of the same equipment at a new location in the same building or in a different building on the same premises.

RECURRING CHARGES - The monthly charges billed by the Company for service, facilities and equipment, which continue for the agreed upon duration for the services.

SERVICE COMMENCEMENT DATE - The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and the Customer may mutually agree to a substitute Service Commencement Date.

SERVICE ORDER - The written request for service executed by the Customer and the Company in the format devised by the Company. The execution of a Service Order by the customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff.

SHARED - A facility or equipment system or subsystem that can be used simultaneously by several customers.

TERMINAL EQUIPMENT - The method of physical connection between a Company-provided access line and a Customer's or User's transmission cable, inside wiring or terminal equipment. The Customer is responsible for ordering a terminal interface that is compatible with the Customer's or User's terminal equipment. All terminal interfaces will be provided by industry-standard connectors as specified in or authorized by Subpart F of Part 68, Title 47, Code of Federal Regulations.

USER - A Customer, Joint User, Authorized User or any other person authorized by the Customer to use service provided under this tariff.

ISSUED: September 5, 2000

Daniel E. Newman
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2.0 REGULATIONS

2.1 <u>Undertaking of the Company</u>

2.1.1 Scope

The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with one-way and/or two-way data transmission between points within the State of Ohio.

Customers and users may use services and facilities provided under this tariff to obtain access to services offered by other service providers. The Company is responsible under this tariff only for the services provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own Customers.

2.1.2 Shortage of Equipment or Facilities

- A. The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company, in a non-discriminatory manner consistent with the authority granted by the Commission.
- B. The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.

ISSUED: September 5, 2000

Daniel E. Newman
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2.1 <u>Undertaking of the Company</u> (cont'd)

2.1.3 Terms and Conditions

- A. Service is provided on the basis of a minimum period of at least one (1) month, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have thirty (30) days.
- B. Customers may be required to enter into written Service Orders which shall contain or reference a specific description of the service ordered, the tariff or other approved rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- C. Except as otherwise stated in the tariff, at the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon thirty (30) days written notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the Service Order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such terinination.
- D. Service may be terminated with written notice to the Customer if:
 - 1. the Customer is using the service in violation of this tariff, or
 - 2. the Customer is using the service in violation of the law.
- E. This tariff shall be interpreted and governed by the laws of the State of Ohio without regard for its choice of laws provision.

ISSUED: September 5, 2000

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2.1 <u>Undertaking of the Company</u> (cont'd)

2.1.3 Terms and Conditions (cont'd)

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

2.1.4 Limitations on Liability

- A. The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control resulting from failures of power service, climate control, fire, explosion, water, storm, force majeure, or other catastrophe. The company shall make reasonable provisions to minimize the effects of service outages to the extent it owns the affected equipment.
- B. Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, or use of these services or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.6.
- C. Except as specified in this tariff, Company and its contractors shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages of any kind or nature arising out of or in connection with the installation, use, repair, performance or removal of the equipment, or other services in connection with the performance or failure to perform its obligations, including, but not limited to, loss of revenue or profits, regardless of the foreseeability thereof for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.

ISSUED: September 5, 2000

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2.1 <u>Undertaking of the Company</u> (cont'd)

2.1.4 <u>Limitations of Liability</u> (cont'd)

- D. The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.
- E. The Company shall not be liable for and shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to:
 - 1. Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services provided by the Company; or (c) common carriers or warehousemen, except as contracted by the Company;
 - 2. Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
 - 3. Any unlawful or unauthorized use of the Company's services;
 - 4. Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the material transmitted by means of Company-provided services, or by means of the combination of Company-provided services;

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2.1 <u>Undertaking of the Company</u> (cont'd)

2.1.4 <u>Limitations on Liability</u> (cont'd)

E. (cont'd)

- 5. Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises by the Company or any Carrier or the installation or removal thereof;
- 6. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the facilities of any Carrier;
- 7. Failure of Customer to comply with the requirements of Section 2.3.1.
- 8. Any noncompletion of calls due to network busy conditions;
- 9. And any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of the Company's services.

2.1 <u>Undertaking of the Company</u> (cont'd)

2.1.4 <u>Limitations on Liability</u> (cont'd)

- F. The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.
- G. THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.
- H. Failure by the Company to assert its rights pursuant to one provision of this tariff does not preclude the Company from asserting its rights under other provisions.
- I. Company shall not be liable to Customer or any other person, firm or entity for any failure of performance hereunder if such failure is due to any cause or causes beyond the reasonable control of Company. Such causes shall include, without limitation: acts of God, fire, explosion, vandalism, cable cut, storm or other similar occurrences, any law, order, regulation, direction, action or request of the United States government or of any other government (including state and local governments or of any department agency, board, court, bureau, corporation or other instrumentality of any one or more of said governments) or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays.

If Company's failure of performance by reason of force majeure specified above shall be for thirty (30) days or less, then the service shall remain in effect, but an appropriate percentage of charges shall be abated and/or credited in the discretion and determination of Company; if Company's failure of performance by reason of force majeure specified above shall be for more than thirty (30) days, then the service may be canceled by either party without any liability.

ISSUED: September 5, 2000

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2.1 <u>Undertaking of the Company</u> (contd)

2.1.5 Notification of Service-Affecting Activities

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

2.1.6 Non-Routine Installation

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

2.1 Undertaking of the Company (cont'd)

2.1.7 Availability of Services

- A. The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in the tariffs of the Company.
- B. The Company and Customer shall negotiate a mutually agreed to installation date based on availability of services and facilities and the Customer's requested date.

2.2 Prohibited Uses

- A. The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- B. The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and the Public Utilities Commission's regulations, policies, orders, and decisions.
- C. The Company may block any signals being transmitted over its Network by Customers which cause interference to the Company or other Users. Customer shall be relieved of all obligations to make payments for charges relating to any blocked service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.
- D. A Customer, Joint User, or authorized User may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity at the same location if the existing Customer has paid all charges owed to the Company. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this tariff will apply.

2.3 Obligations of the Customer

2.3.1 General

The Customer shall be responsible for:

- A. the payment of all applicable charges pursuant to this tariff;
- B. providing the personnel, power, space and environmental conditions required to operate all facilities and associated equipment installed on the premises of the Customer;
- C. providing Company personnel access to premises of the Customer at any reasonable hour for the purpose of testing the facilities or equipment of the Company.

2.3 <u>Obligations of the Customer</u> (cont'd)

2.3.2 Liability of the Customer

- A. The Customer shall not assert any claim against any other Customer or User of the Company's services for damages resulting in whole or in part from or arising in connection with the fumishing of service under this tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or User contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or User and not by any act or omission of the Company. Nothing in this tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.
- B. The Customer shall be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the Customer's negligent or intentional acts.
- C. To the extent caused by any negligent or intentional act of the Customer, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party pursuant to this or any other tariff of the Company, or otherwise, for the interruption of, interference to, or other defect in any service provided by the Company to such third party.

2.4 <u>Customer Deposits and Advance Payments</u>

2.4.1 Advance Payments

To safeguard its interests, the Company may require a Business Customer to make an advance payment, before services are furnished, only where special construction is involved. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one (1) month's charges for the service or facilities. In addition, the advance payment may also include an amount equal to the estimated non-recurring 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. Advance payments do not accrue interest.

2.4 <u>Customer Deposits and Advance Payments</u> (cont'd)

2.4.2 Deposits

A. The Company may, in order to safeguard its interest, require an applicant or a Customer to make a suitable deposit to be held by the Company as a guarantee of the payment of charges for service or for loss of or damage to Company property in accordance with Rule 4901:1-17 of the Ohio Administrative Code. The fact that a deposit has been made in no way relieves the applicant or Customer from complying with the Company's regulations and the prompt payment of bills on presentation.

The deposit will not exceed an amount equal to two (2) month's charges for tariffed services plus 30% of the monthly estimated charge for a specified customer or; two (2) month's charges for a service or facility which has a minimum payment period of one month. Upon discontinuance of service, the Company, within forty-five (45) days, shall refund the Customer's deposit plus accrued interest if applicable, or the balance, if any, in excess of the unpaid bills including any penalties assessed for service furnished by the Company.

Deposits held for 180 days or longer will accrue interest in accordance with Rule 4901:17-05 of the Ohio Administrative Code. Deposits held for less than 180 days will not accrue interest.

- B. In the event the deposit as computed under Section 2.4.2-A above exceeds \$75.00 per access line, the Customer shall pay one half of the deposit prior to the provision of service, with the remainder of the deposit due thirty (30) days after provision of the service.
- C. A deposit may be required in addition to an advance payment only where special construction is involved.

ISSUED: September 5, 2000

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2.5 <u>Payment Arrangements</u>

2.5.1 Payment for Service

Customer shall pay Company, monthly in advance, a monthly charge equal to the rate set forth in the Service Description or equal to the monthly charge as adjusted under the terms hereof, provided, however, that the first such payment shall be for the period from the Service Commencement Date through the end of the next full month. The non-recurring installation charges are due with such first payment. The Customer is responsible for the payment of all charges for services furnished by the Company to the Customer. Billing for service will commence on the Service Commencement Date.

2.5 Payment Arrangements (cont'd)

2.5.2 Taxes

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

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

ISSUED: September 5, 2000

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2.5 <u>Payment Arrangements</u>

2.5.3 Billing and Collection of Charges

A. Non-recurring Charges. The installation charges contained in the Service Description are due in advance on the Service Commencement Date. Non-recurring charges not included with installation charges shall be due with the Customer's first payment for charges, which payment shall be for the period from the start of service through the end of the next full month, and shall be due and payable within thirty (30) days after the date the invoice is mailed to the Customer.

Customer shall be responsible for paying all of the Company's charges for time and material resulting from diagnosing problems which were caused by Customer's equipment.

- B. Recurring Charges: 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 thirty (30) days after the date the invoice is mailed to the Customer by the Company.
- C. 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 thirty (30) days.
- D. Billing of the Customer by the Company will begin on the Service Commencement Date and accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

2.5 Payment Arrangements (cont'd)

2.5.3 <u>Billing and Collection of Charges</u> (cont'd)

- E. If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment charge shall be due to the Company. A late payment charge in the amount of the lesser of 11/2% of the unpaid balance per month or the maximum lawful rate per month, for bills not paid within thirty (30) days of the date the invoice is mailed, is not applicable to subsequent rebilling of any amount to which a late payment charge has already been applied. Late payment charges will be applied without discrimination.
- F. Customer's liability for charges hereunder shall not be reduced by untimely installation or non-operation of the Customer's or a third party's facilities and equipment.
- G. If service is disconnected by the Company and later re-installed, reinstallation of service will be subject to all applicable installation charges, If service is suspended by the Company and later restored, restoration of service will be subject to the rates in Section 5.

2.5 <u>Payment Arrangements</u> (cont'd)

2.5.4 Discontinuance of Service for Cause

- A. Upon nonpayment of any amounts owing to the Company, the Company may, after giving at least fifteen (15) days prior written notice to and attempted telephonic and/or personal contact with the Customer, discontinue or suspend service without incurring any liability. Service may be reinstated at such time as Customer pays in full all arrearages, including late payment charges.
- B. With notice, the Company may discontinue or suspend service without incurring any liability if the Customer violates any of the other material terms or conditions of this tariff, violates or fails to comply with the law, or violates or fails to comply with Commission regulations.
- C. With notice, the Company may discontinue or suspend service without incurring any liability if the Customer refuses to permit the Company reasonable access to its telecommunications facilities for recovery, maintenance or inspection.
- D. Without notice, the Company may discontinue or suspend service without incurring any liability if the Customer tampers with the Company's equipment, misuses or abuses the Company's services or facilities in order to avoid payment, or uses the Company services or facilities in such a way as to create danger to life or property for the Company or other customers.
- E. Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may, by notice to the Customer, immediately discontinue or suspend service without incurring any liability.
- F. Upon any governmental prohibition or governmental required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.

ISSUED: September 5, 2000

EFFECTIVE: August 19, 2000 s, Inc.

2.5 Payment Arrangements (cont'd)

2.5.4 <u>Discontinuance of Service for Cause</u> (cont'd)

- G. In the event of fraudulent use of the Company's network, the Company may without notice suspend or discontinue service. The Customer will be liable for all costs related to such fraudulent use and disconnection from the Company's network. The Customer will also be responsible for payment of any reconnection charges should the Customer desire reconnection to the Company's network.
- H. Upon the Company's discontinuance of service to the Customer under Section 2.5.3.A or 2.5.3.B, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent).
- I. Disconnection notices, issued by the Company, pursuant to Rule 4901:1-5-34(C)(3), O.A.C., will inform the Customer facing local service disconnection of the total amount which the Customer would need to pay in order to avoid disconnection of local service.

- 2.0 <u>REGULATIONS</u> (cont'd)
- 2.5 Payment Arrangements (cont'd)
 - 2.5.5 Notice to Company for Cancellation of Service

Customers desiring to terminate service shall provide the Company thirty (30) days written notice of such desire to terminate service.

2.5 <u>Payment Arrangements</u> (cont'd)

2.5.6 <u>Cancellation of Application for Service</u>

- A. Where the Company permits the Customer to cancel an application for service prior to the Service Commencement Date or prior to any special construction, no charges will be imposed except for those specified below.
- B. 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 service ordered, including installation charges, and all charges others levied against the Company that would have been chargeable to the Customer had service begun.
- C. 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, a charge equal to the costs incurred, less net salvage, may apply. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- D. The special charges described in 2.5.5.A through 2.5.5.C will be calculated and applied on a case-by-case basis.

2.5 Payment Arrangements (cont'd)

2.5.7 Changes in Service Requested

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

2.5 Payment Arrangements (cont'd)

2.5.8 Non-Sufficient Funds Check Charge

A charge will be assessed for any check returned by drawee bank or other financial institution for: insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank or other financial institution.

Non-Sufficient Funds Check Charge

Per NSF Check

\$25.00

ISSUED: September 5, 2000

2.6 <u>Allowances for Interruptions in Service</u>

2.6.1 General

- A. A credit allowance will be given when service is Interrupted, except as specified in Section 2.6.2 following.
- B. An Interruption period begins when the Customer reports a service, facility or circuit to be inoperative or having been found by the Company to be interrupted and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- C. If the Customer reports a service, facility or circuit to be Interrupted but declines to release it for testing and repair, or refuses access to its premises for testing and repair by the Company, the service, facility or circuit is considered to be impaired but not Interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.

2.6 <u>Allowances for Interruption in Service</u> (cont'd)

2.6.1 General (cont'd)

- D. The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.
- E. The Company shall allow, for Interruptions in service of 24 hours or more not due to conduct of the Customer, an amount equal to the fixed monthly charges for exchange service multiplied by the ratio of the days of interruption to thirty days. When Interruptions continued beyond 24 hours, credit allowance will be given in successive 24-hour multiples.

2.0 REGULATIONS (cont'd)

2.6 <u>Allowwances for Interruption in Service</u> (cont'd)

2.6.2 Limitations of Allowances

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

- A. Due to the negligence of or noncompliance with the provisions of this tariff by any person or entity other than the Company, including but not limited to the Customer;
- B. Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- C. Due to circumstances or causes beyond the reasonable control of the Company;
- D. During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting a service interruption;
- A service will not be deemed to be interrupted if a Customer continues to voluntarily make use of such service. If the service is interrupted, the Customer may request a service credit, use another means of communications provided by the Company, or utilize another service provider;
- F. During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- G. That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- H. That was not reported to the Company within thirty (30) days of the date that service was affected.

2.0 <u>REGULATIONS</u> (cont'd)

2.6 <u>Allowances for Interruption in Service</u> (cont'd)

2.6.3 Use of Another Means of Communications

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

2.6.4 Application of Credits for Interruptions in Service

Credits for interruptions in service that is provided and billed on a flat rate basis for a minimum period of at least one (1) month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit. The credit allowance may be accomplished by an identified credit on the next bill for service.

2.0 <u>REGULATIONS</u> (cont'd)

2.7 <u>Cancellation of Service/Termination Liability</u>

If a customer cancels a Service Order or terminates services before the completion of the term for any reason or breaches the terms in the service contract, Customer may be requested by the Company to pay to Company termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination.

2.7.1 Termination Liability

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

- A. All unpaid non-recurring charges reasonably expended by the Company to establish service to the Customer and of Customer's liability therefore on cancellation, plus;
- B. Any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus;
- C. The difference between the total actual monthly recurring charges to Customer for the Service during the entire time the Service was provided to Customer and the total monthly recurring charges which Customer would have paid or which Customer would have been required to pay if the Service had been based on a month to month term using the Company's most recent tariff prices at the time of cancellation.
- D. Either party shall have the right to cancel services without liability if Company is prohibited from furnishing the Service or if any material rate or term contained herein is substantially changed by order of the Public Utilities Commission of Ohio, the Federal Communications Commission, or highest court of competent jurisdiction to which the matter is appealed, or other local, state or federal government authority.

ISSUED: September 5, 2000

2.0 REGULATIONS (cont'd)

2.8 Customer Liability for Unauthorized Use of the Network

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

2.8.1 Customer Liability for Fraud and Unauthorized Use of the Network

- A. Except as provided elsewhere in this tariff, the Customer is responsible for payment of all charges for services provided under this tariff furnished to the Customer or User. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by Users or other third parties, the Customer's employees or the public.
- B. The Customer is liable for all costs incurred as a result of unauthorized use of the Network, including service charges and any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive charges.
- C. The Customer is responsible for payment of any charges related to the suspension and/or termination of service, and any charges for reconnection of service, incurred as a result of unauthorized use of the Network.
- D. The following activities constitute fraudulent use:
 - 1. Using the network to transmit a message, locate a person, or otherwise give or obtain information, without payment for the service;
 - 2. Using or attempting to use the Network with the intent to avoid payment, either in whole or in part, of any of the Company's tariffed charges by either rearranging, tampering with, or making connections not authorized by this tariff to any service components used to furnish the Company's services or using fraudulent means or devices, tricks, schemes or false or invalid numbers, false credit devices or electronic devices.

ISSUED: September 5, 2000

Daniel E. Newman EFFECTIVE: August 19, 2000 President, Impact Network Solutions, Inc.

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2.0 <u>REGULATIONS</u> (cont'd)

2.9 Use of Customer's Service by Others

2.9.1 Resale and Sharing

Any service provided under this tariff may be resold to or shared with other persons at the option of Customer, subject to compliance with any applicable laws or Commission regulations governing such resale or sharing. The Customer remains solely responsible for prompt payment of all service charges, for all use of services ordered by it or billed to its telephone number(s) pursuant to this tariff, for determining who is authorized to use its services, and for notifying the Company of any unauthorized use.

2.9.2 Joint Use Arrangements

Joint use arrangements will be permitted for all services provided under this tariff. From each joint use arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the service will be allocated. The Company will accept orders to start, rearrange, relocate, or discontinue service only from the Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the service, each joint User shall be responsible for the payment of the charges billed to it.

2.0 REGULATIONS (cont'd.)

2.10 <u>Transfers and Assignments</u>

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (a) to any subsidiary, parent company or affiliate of the Company, (b) pursuant to any sale or transfer of substantially all the assets of the Company; or (c) pursuant to any financing, merger or reorganization of the Company.

2.11 Notices and Communications

- A. The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- B. The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment.
- C. Except as otherwise stated in this tariff, all notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- D. The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

ISSUED: September 5, 2000

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4.0 PRODUCT DESCRIPTIONS AND RATE RANGES

4.1 SOHO SDSL Service

SOHO SDSL Service is a symetrical high speed digital data service furnished at speeds of approximately DS-1 or 1.544 Mbps. The design, maintenance and operation of SDSL service contemplates communications originating and terminating as either: (1) a channel connecting the Customer premises to the Company's Serving Wire Center (SWC), and/or to remote SWCs (link); or (2) a Customer premises to Customer premises channel via the Company's serving wire center (SWC) and/or through remote SWCs; or (3) a central office to central office (interoffice) partial channel (link).

Monthly Recurring Charge

Residential Service

\$219.00

Business Service

\$219.00

Rates for SDSL service contemplate the provision of a digital quality facility over existing interoffice carrier equipment and/or exchange cable facilities compatible with this service. If compatible equipment, new facilities or changes to existing facilities are required for the provision of this service, a special construction charge based on the cost incurred to make the changes may apply in addition to the rates for SDSL service.

4.2 <u>ADSL Service</u>

ADSL Service is an assymetrical digital service capable of delivering a digital signal at various speeds depending upon the condition of Customer's line, the distance the Customer's premises is located from the Company's facilities and the equipment deployed by the Company. ADSL Service is subject to the availability of facilities and equipment.

	Monthly Recurring Charge
Residential 1/2 G-Lite	\$ 45.95
Residential G-Lite	\$ 85.95
Business Service	\$419.00

ISSUED: September 5, 2000

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4.0 PRODUCT DESCRIPTIONS AND RATE RANGES (cont'd)

4.3 Non-Recurring Charges

Residential Services:

SOHO SDSL \$200.00

Residential ½ G-Lite \$100.00

Residential G-Lite \$100.00

Business Services:

SOHO SDSL \$200.00

Business ADSL \$200.00

5.0 MISCELLANEOUS SERVICES

5.1 Restoration of Service

5.1.1 Description

A restoration charge applies to the restoration of suspended service and facilities because of nonpayment of charges and is payable at the time that the restoration of the suspended service and facilities is arranged. The restoration charge does not apply when, after disconnection of service, service is later re-installed.

5.2 Rates

Restoration of Service

\$50.00

6.0 SPECIAL ARRANGEMENTS

6.1 Special Construction

6.1.1 Basis for Charges

Where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariffs, charges will be based on the costs incurred by the Company and may include: (1) non-recurring charges; (2) recurring charges; (3) termination liabilities; or (4) combination thereof.

6.0 SPECIAL ARRANGEMENTS (cont'd)

6.1 Special Construction (cont'd)

6.1.2 Basis for Cost Computation

The costs referred to in 6.1.1 preceding may include one or more of the following items to the extent they are applicable:

- A. installed cost of the facilities to be provided including estimated costs for the rearrangements of existing facilities. Installed cost includes:
 - 1. equipment and materials provided or used;
 - 2. engineering, labor and supervision;
 - 3. transportation; and
 - 4. rights of way, easements and/or other rights of access;
- B. cost of maintenance;
- C. depreciation on the estimated installed cost of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;
- D. administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;
- E. license preparation, processing and related fees;
- F. tariff preparation, processing and related fees;
- G. any other identifiable costs related to the facilities provided; and
- H. an amount for return and contingencies.

6.0 SPECIAL ARRANGEMENTS (cont'd)

6.1 Special Construction (cont'd)

6.1.3 <u>Termination Liability</u>

To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of the Customer.

- A. The termination liability period is the estimated service life of the facilities provided.
- B. The amount of the maximum termination liability is equal to the estimated amounts for:
 - 1. Installed cost of the facilities provided including estimated costs for rearrangements of existing facilities and/or construction of new facilities as appropriate, less net salvage. Installed cost includes the cost of:
 - a. equipment and materials provided or used;
 - b. engineering, labor and supervision;
 - c. transportation; and
 - d. rights of way, easements and other access.
 - 2. license preparation, processing, and related fees;
 - 3. tariff preparation, processing, and related fees;
 - 4. cost of removal and restoration, where appropriate; and
 - 5. any other identifiable costs related to the specially constructed or rearranged facilities.

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6.0 <u>SPECIAL ARRANGEMENTS</u> (cont'd)

- 6.1 Special Construction (cont'd)
 - 6.1.3 <u>Termination Liability</u> (cont'd)
 - C. The applicable termination liability method for calculating the unpaid balance of a term obligation. The amount of such charge is obtained by multiplying the sum of the amounts determined by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount shall be adjusted to reflect the predetermined estimated net salvage, including any reuse of the facilities provided. This product is adjusted to reflect applicable taxes.

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6.0 SPECIAL ARRANGEMENTS (cont'd)

6.2 <u>Individual Case Basis (ICB) Arrangements</u>

Arrangements will be developed on a case-by-case basis in response to a bona fide special request from a Customer or prospective Customer to develop a bid for a service not generally available under this tariff. ICB rates and arrangements will be offered to the Customer in writing and on a non-discriminatory basis and will be filed with the PUCO.

6.3 Special Promotions

The Company may from time to time engage in special promotional trial service offerings of limited duration designed to attract new Customers or to increase Customer awareness of a particular tariff offering. Promotional offerings will be included in Section 7 of the Company's tariff. All promotions are offered on a non-discriminatory basis.

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7.0 PROMOTIONAL OFFERINGS

[RESERVED FOR FUTURE USE]

ISSUED: September 5, 2000

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8.0	HIGH SPEED DATA TRANSMISSION SERVICES PRICE LIST				
	8.1				
		8.1.1	SOHO SDSL Service		
			Residential Service – per month	\$219.00	
			Business Service – per month	\$219.00	
		8.1.2	ADSL Service		
			Residential ½ G-Lite Service – per month	\$ 45.95	
			Residential G-Lite – per month	\$ 85.95	
			Business Service – per month	\$419.00	
	8.2 <u>Non-Recurring Charges</u>				
		8.2.1	SOHO SDSL Service		
			Residential Service	\$200.00	
			Business Service	\$200.00	
		8.2.2	ADSL Service		
			Residential ½ G-Lite Service	\$100.00	

ISSUED: September 5, 2000

Daniel E. Newman President, Impact Network Solutions, Inc. 2025 Tiffin Ave., Unit 2 Findlay, Ohio 45840

Residential G-Lite

Business Service

EFFECTIVE: August 19, 2000

\$100.00

\$200.00

EXHIBIT B

Proposed Revised Tariff Pages

This tariff P.U.C.O. Tariff No. 3 cancels and replaces in its entirety the Company's P.U.C.O. Tariff No. 2 for Local Exchange Services and P.U.C.O Tariff No. 2 for Interexchange Services on file with the Commission

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES APPLYING TO LOCAL EXCHANGE SERVICE FURNISHED BY IMPACT NETWORK SOLUTIONS, INC. THROUGHOUT THE STATE OF OHIO

This tariff describes the terms, conditions, services and rates applicable to the provision of local exchange telecommunications services regulated and tariffed in accordance with the Competitive Retail Telephone Rules (Case No. 06-1345-TP-ORD).

The Company provides certain Detariffed/Nonregulated services which are found in the Company's Pricing Guide, available for viewing at the Company's website at www.impactnetwork.com or at the Company's principal place of business at 429 Trenton Avenue, Findlay, OH 45840.

CHECK SHEET

Pages inclusive of this tariff are effective as of the date shown. Original and revised pages, as named below, comprise all changes from the original tariff in effect on the date indicated.

1 Original 26 Original 2 Original 27 Original 3 Original 28 Original 4 Original 29 Original 5 Original 30 Original 6 Original 31 Original 7 Original 32 Original 8 Original 34 Original 9 Original 35 Original 10 Original 36 Original 12 Original 37 Original 13 Original 38 Original 14 Original 39 Original 15 Original 40 Original 16 Original 41 Original 18 Original 42 Original 19 Original 43 Original	\mathcal{E}
2 Original 27 Original 3 Original 28 Original 4 Original 29 Original 5 Original 30 Original 6 Original 31 Original 7 Original 32 Original 8 Original 33 Original 9 Original 34 Original 10 Original 35 Original 11 Original 36 Original 12 Original 37 Original 13 Original 38 Original 14 Original 39 Original 15 Original 40 Original 16 Original 41 Original 18 Original 43 Original 19 Original 43 Original	<u>Page</u> <u>Revision</u>
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EXPLANATION OF SYMBOLS, REFERENCE MARKS, AND ABBREVIATIONS OF TECHNICAL TERMS USED IN THIS TARIFF.

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

- C To signify changed regulation.
- D To signify decreased rate.
- I To signify increased rate.
- T Textural Change.
- N New rate or regulation.

APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate communications services by Impact Network Solutions, Inc., to Customers within the local exchange service area defined herein. This tariff is effective only where an approved interconnection agreement exists with the incumbent LEC currently serving such area.

The tariff describes the Company's terms, conditions, services and rates applicable to the provision of local exchange telecommunications services regulated in accordance with Competitive Retail Telephone Rules (Case No. 06-1345-TP-ORD).

Descriptions and rates for detariffed service offerings are found in the Company's Price Guide, available for viewing on the Company website at www.impactnetwork.com or by contacting the Company at 429 Trenton Avenue, Findlay, OH 45840.

The Company is subject to the Commission's rules for Minimum Telephone Service Standards (MTSS) found in Chapter 4901:1-5 of the Ohio Administrative Code. Customers have certain rights and responsibilities under the MTSS and these safeguards can be found in the appendix to rule 4901:1-5-03 of the Ohio Administrative Code. These rights and responsibilities include complaint handling, ordering or changing service, service repair, payment of bills, and disconnection and reconnection of service.

1. <u>Definitions</u>

Certain terms used generally throughout this tariff are defined below.

Account Codes: Allows a User to allocate local calls to a digital, non-verified account code.

<u>Advance Payment</u>: Payment of all or part of a charge for special construction required before the start of service.

<u>Authorized User</u>: A person, firm, corporation or other entity that either is authorized by the Customer to use local exchange telephone service or is placed in a position by the Customer, either through acts or omissions, to use local exchange telephone service.

<u>Call Forward Busy</u>: Automatically routes incoming calls to a designated answering point when the called line is busy.

<u>Call Forward No Answer</u>: Automatically routes incoming calls to a designated answering point when the called line does not answer within a pre-specified number of rings.

<u>Call Forward Variable</u>: Automatically routes incoming calls to a designated answering point, regardless of whether the user's Station is idle or busy.

<u>Call Hold</u>: Allows the User to hold one call for any length of time provided that neither party goes On- Hook.

<u>Call Park</u>: Allows a User to "park" a call against their directory number within the business group and "unpark" the call from any other directory number. A business group consists of a series of Customer-defined telephone numbers.

<u>Call Pickup</u>: Allows a User to answer incoming calls to another Station line within a defined call pickup group. Call Pickup is provided as either Group Call Pickup, where predesignated groups can pickup each other's calls by activating an access code or a feature key, or Directed Call Pickup, where any call can be retrieved by dialing a different access code followed by the extension number.

<u>Call Transfer/Consultation/Conference:</u> Provides the capability to transfer or add a third party, using the same line.

<u>Call Waiting</u>: Provides the User with a burst of tone to indicate that another call is waiting. The second call can either be answered by flashing the switchhook or hanging up the phone and being rung back by the caller.

1. <u>Definitions</u> (Cont'd)

<u>Call Waiting Cancel</u>: Allows a User to cancel the Call Waiting feature on a per call basis by dialing a specific two digit code.

<u>Calling Number Delivery</u>: Identifies the 10-digit number of the calling party.

<u>Calling Number Delivery Blocking</u>: Blocks the delivery of the number to the called party on a per call or per line basis.

<u>Class of Service (COS)</u>: Used to prevent a Station from dialing certain codes and numbers.

Company: Impact Network Solutions, Inc., which is the issuer of this tariff.

Commission: The Public Utilities Commission of Ohio.

<u>Conference/Six-Way</u>: The User can sequentially call up to five other people and add them together to make up a six-way call.

<u>Customer</u>: The person, firm, corporation or other entity which orders service and is responsible for the payment of charges and for compliance with the Company's tariff regulations.

<u>Customer Group Dialing Plan</u>: A dialing scheme shared by the members of a Customer group, such as 4 digit internal dialing.

Dial Pulse (DP): The pulse type employed by rotary dial Station sets.

<u>Direct Inward Dialing (DID)</u>: A service attribute that routes incoming calls directly to Stations, by-passing a central answering point.

<u>Do Not Disturb</u>: Allows the User to prevent incoming calls from ringing its line by diverting them to a tone or a recorded announcement that informs the caller that the User is not accepting calls at this time.

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

<u>Hunting</u>: Routes a call to an idle Station line. With Serial Hunting, calls to a member of a hunt group will search from that point to the end of the group and stop.

1. <u>Definitions</u> (Cont'd)

<u>Individual Case Basis</u>: A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation.

<u>Joint User</u>: A person, firm or corporation designated by the Customer as a user of local exchange service furnished to the Customer by the Company, and to whom a portion of the charges for such facilities are billed under a joint use arrangement.

<u>LATA</u>: A local access and transport area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192 for the provision and administration of communications services.

<u>Least Idle Trunk Selection (LIDL)</u>: LIDL trunk selection occurs when a switching unit selects from a Trunk group the Trunk that has been idle for the shortest period of time.

<u>Local Calling</u>: A completed call or telephonic communication between a calling Station and any other station within the local service area of the calling Station.

<u>Local Exchange Carrier</u>: Any individual, partnership, association, joint-stock company, trust governmental entity or corporation engaged in the provision of local exchange telephone service.

Mbps: Megabits, or million of Bits, per second.

<u>Message Waiting</u>: This feature provides an indication to a Station User that a message is waiting. Indications may be visual (lamp) or audible (stuttered dialtone).

Most Idle Trunk Selection (MIDL): MIDL Trunk selection occurs when a switching unit selects from a Trunk group the Trunk that has been idle for the longest period of time.

<u>Multiple Appearance Directory Numbers</u>: A directory number that is assigned more than once to one or more Proprietary Business Sets.

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

<u>Non-Recurring Charges</u>: The one-time initial charges for services or facilities, including but not limited to charges for construction, installation, or special fees, for which the Customer becomes liable at the time the Service Order is executed.

1. Definitions (Cont'd)

Off-Hook: The term "off-hook" denotes the active condition of a telephone exchange service line.

On-Hook: The term "on-hook" denotes the idle condition of a telephone exchange service line.

Originating Off-Net: A call terminating on and placed via non-company owned or leased facilities.

Originating On-Net: A call terminating on and placed via company owned or company leased facilities.

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

<u>Presubscription</u>: Presubscription is an arrangement whereby an end user may select and designate to the Telephone Company an interexchange carrier (IXC) to access, without an access code, for toll calls. This IXC is referred to as the end user's predesignated IXC.

<u>Service Commencement Date</u>: The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance of service. The parties may mutually agree on a substitute Service Commencement Date.

<u>Service Order</u>: A request for local exchange service by the Customer in a format specified by the Company. Service Orders shall contain or reference the name and address of the Customer, a specific description of the services ordered, the rate to be charged, the duration of the services, and the terms and conditions in this tariff. The customer may initiate a Service Order by telephone, e-mail or other electronic means, or in writing, however, the Company reserves the right to require that Service Orders be executed by the Customer prior to initiating service.

Services: The Company's telecommunications services offered on the Company's network.

<u>Speed Call</u>: Provides a User with the option to call selected directory numbers by dialing a one or two-digit code.

Station: Telephone equipment from or to which calls are placed.

<u>Trunk</u>: A communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

<u>User</u>: A Customer or any other person authorized by the Customer to use service provided under this tariff.

2. <u>Regulations</u>

2.1 Undertaking of the Company

2.1.1 <u>Scope</u>

The Company undertakes to furnish communications service in connection with one-way and/or two-way information transmission between points within the State of Ohio under the terms of this tariff.

Customers may use services and facilities provided under this tariff to obtain access to services offered by other service providers. The Company is responsible under this tariff only for the services and facilities provided herein, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own Customers.

2.1.2 Shortage of Equipment or Facilities

- 2.1.2.1 The Company reserves the right to limit or allocate the use of existing facilities, or of additional facilities offered by the Company when necessary because of lack of facilities or due to some other cause beyond the Company's control.
- 2.1.2.2 The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the facilities the Company may obtain from other carriers, from time to time, to furnish service as required at the sole discretion of the Company.

2.1.3 Terms and Conditions

- 2.1.3.1 Except as otherwise provided herein, service is provided and billed on the basis of a minimum period of at least one month, and shall continue to be provided until canceled by the Customer. Unless otherwise specified herein, for the purpose of computing charges in this tariff, a month is considered to have 30 days. All calculations of dates set forth in this tariff shall be based on calendar days, unless otherwise specified herein.
- 2.1.3.2 Customers may be required to enter into written Service Orders which shall contain or reference the name of the Customer, a specific description of the service ordered, the rate to be charged, the duration of the services, and the terms and conditions in this tariff.

- 2.1 <u>Undertaking of the Company</u> (Cont'd)
 - 2.1.3 Terms and Conditions (Cont'd)
 - 2.1.3.3 At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon 30 days written notice. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the Service Order and this tariff prior to termination. The rights and obligations that by their nature extend beyond the termination of the term of the Service Order shall survive such termination.
 - 2.1.3.4 Reserved for future use.
 - 2.1.3.5 Another Telephone Company must not interfere with the right of any person or entity to obtain service directly from the Company.
 - 2.1.3.6 The Customer has no property right to the telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business. Nothing in this provision shall be construed to be inconsistent with number portability requirements.
 - 2.1.3.7 The Customer agrees to operate Company-provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void Company liability for interruption of service and may make the Customer responsible for damage to equipment pursuant to section 2.1.3.8 below.
 - 2.1.3.8 The Customer agrees to return to the Company all Company-provided equipment delivered to Customer within five (5) days of termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.

2.1 Undertaking of the Company (Cont'd)

2.1.4 <u>Liability of the Company</u>

Because the Customer has exclusive control of its communications over the services furnished by the Company, and because interruptions and errors incident to these services are unavoidable, the services the Company furnishes are subject to the terms, conditions, and limitations specified in this tariff and to such particular terms, conditions, and limitations as set forth in the special regulations applicable to the particular services and facilities furnished under this tariff.

- 2.1.4.1 The liability of the Company for damages arising out of the furnishing of these services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts of commission or omission, shall be limited to the extension of allowances for interruption and any other remedies specified by the Commission pursuant to the Minimum Telephone Service Standards.
- 2.1.4.2 The Company shall not be liable or responsible for any special, consequential, exemplary, lost profits, or punitive damages, whether or not caused by the intentional acts or omissions or negligence of the Company's employees, agents or contractors.
- 2.1.4.3 The Company shall not be liable for any failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.

- 2.1 Undertaking of the Company (Cont'd)
 - 2.1.4 Liability of the Company (Cont'd)
 - 2.1.4.4 The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer provided equipment or facilities.
 - 2.1.4.5 The Company shall not be liable for the claims of vendors supplying equipment to Customers of the Company, which may be installed at premises of the Company, nor shall the Company be liable for the performance of said vendor or vendor's equipment.
 - 2.1.4.6 The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided.
 - 2.1.4.7 Reserved for future use.
 - 2.1.4.8 The Company shall not be liable for any damages whatsoever to property resulting from the installation, maintenance, repair or removal of equipment and associated wiring unless the damage is caused by the Company's willful misconduct or negligence.
 - 2.1.4.9 The Company shall not incur any liability, direct or indirect, to any person who dials or attempts to dial the digits "9-1-1" or to any other person who may be affected by the dialing of the digits "9-1-1".

- 2.1 Undertaking of the Company (Cont'd)
 - 2.1.4 Liability of the Company (Cont'd)
 - 2.1.4.10THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.
 - 2.1.4.11Approval of limitation of liability language by the Commission 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 consequential damage claim, it is also the court's responsibility to determine the validity of the exculpatory clauses.
 - 2.1.4.12Inclusion of early termination liability by the Company in its tariff or a contract does not constitute a determination by the Commission that the termination liability imposes by the Company is approved or sanctioned by the Commission. Customer shall be free to pursue whatever legal remedies they may have should a dispute arise.
 - 2.1.5 <u>Notification of Service-Affecting Activities</u>

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

- 2.1 Undertaking of the Company (Cont'd)
 - 2.1.6 Provision of Equipment and Facilities
 - 2.1.6.1 The Company shall use reasonable efforts to maintain facilities that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities installed by the Company, except upon the written consent of the Company.
 - 2.1.6.2 Equipment installed at the Customer Premises for use in connections with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.
 - 2.1.6.3 The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Beyond this responsibility, the Company shall not be responsible for:
 - (a) the transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
 - (b) the reception of signals by Customer provided equipment; or
 - (c) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

2. Regulations (Cont'd)

2.1 <u>Undertaking of the Company</u> (Cont'd)

2.1.7 Non-routine Installation

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

2.1.8 Ownership of Facilities

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

2.1.9 <u>Telecommunications Service Priority</u>

The Telecommunications Service Priority System is the regulatory, administrative and operational system authorizing and providing for priority treatment, to provide and restore National Security Emergency Preparedness Telecommunications service. Under the rules of the Telecommunications Service Priority System, The Telephone Company is authorized and required to provide and restore services with Telecommunications Service Priority assignments before services without such assignments. The provision and restoration of Telecommunications Service Priority System services shall be in compliance with Part 64, Appendix A, of the Federal Communications Commission's Rules and Regulations, the guidelines set forth in the Telecommunications Service Priority for National Security Emergency Preparedness Service User Manual and Service Vendor Handbook.

2.2 Prohibited Uses

- 2.2.1 The service the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.2 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

2. Regulations (Cont'd)

2.3 <u>Obligations of the Customer</u>

- 2.3.1 The Customer shall be responsible for:
 - (a) the payment of all applicable charges pursuant to this tariff;
 - (b) reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer's premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subrogated to the Company's right of recovery of damages to the extent of such payment.
 - (c) providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
 - (d) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide local exchange service to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1(c). Any costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;
 - (e) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;

2.3 Obligations of the Customer (Cont'd)

- (f) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1 (d) above; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- (g) not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities; and
- (h) making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.

2.3.2 Claims

With respect to any service or facility provided by the Company, Customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees for:

- (a) any loss, destruction or damage to property of the Company or any third party, or the death of or injury to persons, including, but not limited to, employees or invitees of either the Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or
- (b) any claim, loss damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a name not contemplated by the agreement between the Customer and the Company.

2. Regulations (Cont'd)

2.4 Customer Equipment and Channels

2.4.1 General

A Customer may transmit or receive information or signals via the facilities of the Company.

2.4.2 <u>Station Equipment</u>

- 2.4.2.1 The Customer is responsible for providing and maintaining any terminal equipment on the Customer premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations. The Company will, where practicable, notify the Customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair the Company's right to discontinue forthwith the use of a service temporarily if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition that gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions as set forth in Section 2.6 following is not applicable.
- 2.4.2.2 The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

2.4 Customer Equipment and Channels (Cont'd)

2.4.3 Interconnection of Facilities

- 2.4.3.1 Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing local exchange service and the channels, facilities, or equipment of others may be provided at the Customer's expense.
- 2.4.3.2 Local Service may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.
- 2.4.3.3 Facilities furnished under this tariff may be connected to Customer provided terminal equipment in accordance with the provisions of this tariff.

2.4.4 Inspections

2.4.4.1 Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2.2 for the installation, operation, and maintenance of Customer-provided facilities and equipment to Company-provided facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.

2. Regulations (Cont'd)

2.5 <u>Payment Arrangements</u>

2.5.1 Payment for Service

The Customer is responsible for payment of all charges for service and facilities furnished by the Company to the Customer or its Joint or Authorized Users.

2.5.2 Billing and Collection of Charges

Bills will be rendered monthly to Customer.

- 2.5.2.1 All service, installation, monthly Recurring Charges and Non-Recurring Charges shall not be due earlier than fourteen (14) days from the date of the postmark on the bill. If not paid by the due date, it then becomes past due. For residential service the Company shall offer the option of deferred payment arrangements, with the option to spread installation charges over a period of three months.
- 2.5.2.2 The Company shall present bills for Recurring Charges monthly to the Customer, in advance of the month which service is provided. Usage charges will be billed in arrears.
- 2.5.2.3 For new customers or existing customers whose service is disconnected, 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.
- 2.5.2.4 Amounts not paid within 30 days after the date of invoice, but no sooner than 14 days after the postmark on the bill, are considered past due.
- 2.5.2.5 Checks with insufficient funds or non-existing accounts will be assessed a fee as follows, except as may be waived under appropriate circumstances.

<u>Maximum</u> <u>Current</u> \$30.00 \$20.00

2. Regulations (Cont'd)

- 2.5 <u>Payment Arrangements</u> (Cont'd)
 - 2.5.3 Disputed Bills
 - 2.5.3.1 The date of the dispute shall be the date the Company receives sufficient documentation to enable it to investigate the dispute. The date of the resolution is the date the Company completes its investigation and notifies the Customer of the disposition of the dispute.
 - 2.5.4 Customer inquiries or complaints regarding service or accounting may be made in writing or by telephone to the Company at:

 Impact Network Solutions, Inc.
 Telephone:
 (419) 420-6300

 429 Trenton Avenue
 Facsimile:
 (419) 420-6303

 Findlay, OH 45840
 Toll Free:
 (800) 292-1313

Any objection to billed charges should be reported promptly to the Company. Customer is responsible for all nondisputed charges, If after investigation and review by the Company, a disagreement remains as to the disputed amount, the customer may file an appropriate complaint with the PUCO in accordance with the Commission's rules of procedure:

Service Monitoring and Enforcement Department Public Utilities Commission of Ohio 180 East Broad Street, tenth Floor Columbus, OH 43215-3793

Toll Free Telephone: 1-800-686-7826 TTY Toll Free Telephone: 1-800-686-1570

From 8:00 AM to 5:00 PM (EST) weekdays or at www.puco.ohio.gov.

Residential customer may also contact the Ohio Consumers' Counsel for assistance with complaint and utility issues at:

Toll Free: 1-877-742-5622

From 8:00 AM to 5:00 PM (EST) weekdays or at www.pickocc.org.

2.5.5 Deposits

- 2.5.5.1 To safeguard its interests, the Company may, pursuant to the Minimum Telephone Standards as codified in Chapter 4901:1-5 of the Ohio Administrative Code, require a Customer to make a deposit prior to or at any time after the provision of service to the Customer to be held by the Company as a guarantee of the payment of rates and charges. A deposit may be required if the Customer does not otherwise satisfactorily establish credit under the criteria set forth in Chapter 4901:1-5 of the Telephone Service Standards as codified in Chapter 4901:1-5 of the Ohio Administrative Code. All deposits will be handled pursuant to the Minimum Telephone Service Standards as codified in Chapter 4901:1-5 of the Ohio Administrative Code. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to:
 - (a) two month's average monthly bill for all regulated local exchange services for the ensuing twelve months, plus thirty percent (30%) of estimated monthly recurring charges.
- 2.5.5.2 Reserved for future use.
- 2.5.5.3 When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded within 45 days from the date of termination. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account.

2. <u>Regulations</u> (Cont'd)

- 2.5 <u>Payment Arrangements</u> (Cont'd)
 - 2.5.5.4 Deposits held for 180 days or longer will accrue interest at a rate specified by the PUCO in Rule 4901: 1-17-05 of the Ohio Administrative Code and will be refunded to the customer after twelve consecutive month of payment.
 - 2.5.6 Discontinuance of Service
 - 2.5.6.1 Disconnection of local and toll service will be in accordance with Rule 4901:1-5-17.

2. <u>Regulation</u> (Cont'd)

2.6 <u>Allowances for Interruptions of Service</u>

2.6.1 <u>Credit for Interruptions</u>: At a minimum, credit allowances will be calculated consistent with MTSS Rule, 4901:1-5 of the Ohio Administrative Code.

2.6.2 Limitations on Allowances

No credit allowance will be made for:

- (a) service interruption caused as a result of negligent or willful act on the part of the subscriber;
- (b) interruptions due to the failure or malfunction of subscriber owned telephone equipment;
- (c) military action, wars, insurrection, riots, or strikes; or
- (d) is extended by the company's inability to gain access to the Customer's premises due to the Customer missing a repair appointment.

2. <u>Regulation</u> (Cont'd)

- 2.6 <u>Allowances for Interruptions of Service</u> (Cont'd)
 - 2.6.3 <u>Use of Alternative Service Provided by the Company</u>: Where the Company bears no liability for the interruption and the Customer elect to use an alternative service provided by the Company during the period that a service is interrupted, the Customer must pay the applicable tariffed rates and charges.

2.7 <u>Cancellation of Service</u>

- 2.7.1 Reserved for future use
- 2.7.2 Cancellation of Service by the Customer

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption, Customer agrees to pay to Company following sums which shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in 2.5.2: all costs, fees and expenses reasonable incurred in connection with

- (1) All Non-Recurring Charges reasonably expended by Company to establish service to Customer, plus
- any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus
- (3) all Recurring Charges specified in the applicable Service Order tariff for the balance of the then current term or as may be pro-rated in the absence of a term contract.

Commission approval of this provision does not constitute a determination of the reasonableness of termination liability.

2. Regulations (Cont'd)

2.8 <u>Transfer and Assignments</u>

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (a) pursuant to any sale or transfer of substantially all the assets of the Company; or (b) pursuant to any financing, merger or reorganization of the Company.

2.9 <u>Notices and Communications</u>

- 2.9.1 The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.9.2 The Company shall designate on the Service Order and address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 2.9.3 All notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.9.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.
- 2.9.5 Subscriber bills will contain all of the information required by 4901:1-5 of the Ohio Administrative Code.

2. Regulations (Cont'd)

2.10 <u>Universal Emergency Number Service – 9-1-1</u>

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

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

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

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

3. <u>Service Descriptions</u>

- 3.1 <u>Local Exchange Service</u>: The Company's Local Telephone Service provides a Customer with the ability to connect to the Company's switching network which enables the Customer to:
 - place or receive calls to any calling Station in the customer's local calling area, as defined herein;
 - access enhanced Universal Emergency Number/911 Service where available;
 - access the interexchange carrier selected by the Customer for interLATA, intraLATA, interstate or international calling;
 - access Operator Services;
 - access Directory Assistance;
 - place or receive calls to 800/888 telephone numbers;
 - access Telecommunications Relay Service.

The Company's service can not be used to originate calls to other telephone companies caller-paid information services (e.g., 900, 976). Calls to those numbers and other numbers used for caller-paid information services will be blocked by the Company.

3.1.1 Exchange Areas Served

The company provides local exchange services in the territories served by AT&T Ohio. The Company concurs in the exchange, rate class, local calling areas, and zone designations specified in the Local Exchange Services Tariffs of AT&T Ohio.

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- 3. <u>Service Descriptions</u> (Cont'd)
 - 3.1 <u>Local Exchange Service</u> (Cont'd)
 - 3.1.2 <u>General</u> The Company's Local Exchange Service is comprised of a Switched Network Access Channel and Local Usage is mandatory for all customers subscribing to the Company's local exchange service offerings. The remaining service elements, enhanced features and toll usage, are optional services available to customers.
 - 3.1.3 <u>Class of Service</u>: The Local Exchange Service Offering is offered to primarily residential customers.
 - 3.1.3.1 Local Exchange Service will be classified as Residential Service where the primary use is for social or domestic purposes and the location to which service is provided is a residence or the bona fide living quarter for a combined residence and business premises.
 - 3.1.4 <u>Geographic Zones</u> Geographic zones for services reflecting a rate zone differential will mirror the zones of the incumbent local exchange carrier. See AT&T Ohio P.U.C.O. No. 20, Part 4, Section 1.2.A for current zones.
 - 3.1.5 <u>Switched Network Access Channels</u> include the following features as standard and are offered in the following configurations:

Touchtone Dialing
One Directory Listing plus One Directory
Presubscription (both IntraLATA and InterLATA)
Calling number delivery blocking/per call
Toll restriction
900/976 Blocking

3.1.5.1 <u>Basic - Switched Network Access Channels</u> provides the Customer with a single, voice- grade analog communications channel with a single telephone number.

- 3. <u>Service Descriptions</u> (Cont'd)
 - 3.1 <u>Local Exchange Service</u> (Cont'd)
 - 3.1.6 <u>Local Usage Services</u> The Company's local exchange service subscribers may choose between two different calling packages: Per Message Calling and Unlimited Local Calling (available to residence subscribers only). Local Usage Service pertains to customer dialed calls to stations within the customer's local exchange or local calling areas as defined in Section 3.1.1
 - 3.1.6.1 Per Message Rate This option applies a single, per unit charge for each completed local message originated by the customer and terminating within the customer's local calling area.
 - 3.1.6.2 Unlimited Local Calling This option applies a single monthly charge for unlimited local calls. This usage option is restricted solely to residence customers.

- 3.1 <u>Local Exchange Service</u> (Cont'd)
 - 3.1.7 <u>Enhanced Calling Features</u> are a set of optional features available to the Company's local exchange service Customers that provide additional calling functionality. The Company offers the following optional features.

Feature

- Call Forward Busy allows incoming calls to a busy line to be routed to a preselected line.
- Call Forward No Answer allows incoming calls to automatically route to a preselected line when the called station is not answered after a preset number of rings.
- Call Forward Variable allows a customer to activate routing of incoming calls to another line in their key system or to an external number.
- Conference Three-Way allows the customer to add a third party to an established call without operator assistance.
- Automatic Callback by dialing a code this feature automatically returns the last incoming call whether or not it was answered.
- Calling Number Delivery (Caller ID) allows a customer to identify the telephone number from which the call is being made. The telephone number is displayed on a customer provided display device.
- Calling Number Delivery w/ Name (Caller ID w/ Name) works along with Caller ID, displays telephone number and listed name associated with the telephone number.
- Calling Number Delivery Blocking (Per Line)* prevents the display of the calling telephone number on all calls dialed.

*NOTE: Calling Name/Calling Number Delivery Blocking (Per Line) charge is waived if the Customer has a Non-listed or a Non-published number.

3.1.8 <u>Local Exchange Service - Rates and Charges</u>

A Local Exchange Service Customer will be charged applicable Non-Recurring Charges, monthly Recurring Charges and Message charges

3.1.8.1 Non-Recurring Charges

	<u>Maximum</u>	Residential	Business
Service Connection Charge per line	\$75.00	\$50.00	\$50.00
Installation Charge	\$100.00	\$100.00	\$100.00
Optional Feature Activation (per order)		\$30.00	\$30.00

NOTE:

Non-recurring account change charges will not apply during the initial 30 day period following completion of a service order.

3.1.8 <u>Local Exchange Service</u> (Cont'd)

3.1.8.2 Monthly Recurring Charges

Switched Network Access Channels

		<u>AT8</u>	<u>2T</u>	<u>SPRI</u>	NT
	<u>Maximum</u>	Residential	Business	Residential	Business
Zone A					
Basic Line, per line					
Month to Month	\$45.00	\$20.00	\$20.00	\$36.00	\$36.00
12 month plan		\$18.00	\$18.00	\$30.00	\$30.00
36 month plan		\$16.00	\$16.00	\$25.00	\$25.00
Zone B					
Basic Line, per line					
Month to Month	\$45.00	\$20.00	\$20.00	\$36.00	\$36.00
12 month plan		\$18.00	\$18.00	\$30.00	\$30.00
36 month plan		\$16.00	\$16.00	\$25.00	\$25.00
7. 0					
Zone C					
Basic Line, per line	¢45.00	¢20.00	¢20.00	¢27.00	¢26.00
Month to Month	\$45.00	\$20.00	\$20.00	\$36.00	\$36.00
12 month plan		\$18.00	\$18.00 \$16.00	\$30.00	\$30.00 \$25.00
36 month plan		\$16.00	\$10.00	\$25.00	\$25.00
Zone D					
Basic Line, per line					
Month to Month	\$45.00	\$20.00	\$20.00	\$36.00	\$36.00
12 month plan	Ψ-5.00	\$18.00	\$18.00	\$30.00	\$30.00
36 month plan		\$16.00	\$16.00	\$25.00	\$25.00
20 Month plan		Ψ10.00	Ψ10.00	\$25.00	Ψ23.00

Per Message Rate: Plans include 100 calls per month. The following rates will be applied on a per call basis, regardless of the duration of the call, thereafter.

 Maximum
 Residential
 Business

 \$0.12
 \$0.06
 \$0.06

3.1.8 <u>Local Exchange Service</u> (Cont'd)

3.1.8.3 Enhanced Calling Feature Charges

Monthly recurring charge

Caller ID – Numeric listing Call Waiting Caller ID Blocking*	Maximum \$20.00 \$20.00 \$20.00	Residential \$5.00 \$3.20 \$0.99	Business \$5.00 ** **
Automatic Callback		\$3.20	**
Caller ID – Number and Name		\$7.50	**
Call Forwarding Busy		\$0.60	**
Call Forwarding No Answer		\$0.60	**
Call Forwarding Variable		\$3.20	**
Conference Three Way		\$3.20	**

^{*} Calling Number Delivery Blocking – Per Line charge is waived if the Customer has a Non-listed or a Non-published number.

^{**} Detariffed features available to business customers are located in the Company's Pricing Guide.

3.2 <u>Directory Assistance</u>

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

3.2.1 Each call to Directory Assistance will be charged as follows.

	<u>Residential</u>	<u>Business</u>
DA, per call	\$1.00	*
DA, with call completion	\$1.00	*

- 3.2.2 A credit will be given for calls to Directory Assistance as follows:
 - -The Customer experiences poor transmission or is cut-off during the call; or
 - -The Customer is given an incorrect telephone number.

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

^{*} Detariffed services available to business customers are located in the Company Pricing Guide.

3.3 Operator Assistance (Traditional)

A Customer may obtain the assistance of a local operator to complete local exchange telephone calls in the following manner. Surcharges as specified in Section 3.3.1 will apply:

<u>Third Number Billing</u>: Provides the Customer with the capability to charge a local call to a third number which is different from the called or calling party. The party answering at the third number has the option to refuse acceptance of the charges in advance or when queried by the operator.

<u>Collect Calls</u>: Provides the Customer with the capability to charge a call to the called party. On the operator announcement of a collect call, the called party has the option to refuse acceptance of charges in advance or when queried by the operator.

<u>Calling Cards</u>: Provides the Customer with the capability to place a call using a calling card with or without the assistance of an operator.

<u>Person to Person</u>: Calls completed with the assistance of an operator to a particular Station and person specified by the caller. The call may be billed to the called party.

<u>Station to Station</u>: Calls completed with the assistance of an operator to a particular Station. The call may be billed to the called party.

3.3.1 <u>Operator Assisted (Traditional) Surcharges</u>: The following surcharges will be applied on a per call basis.

	<u>Residential</u>	<u>Business</u>
Calling Card/Operator	\$2.50	*
Calling Card/Automatic	\$1.70	*
Third Number Billing	\$2.50	*
Collect Calling	\$2.50	*
Person to Person	\$4.00	*
Station to Station	\$2.50	*

^{*} Detariffed services available to business customers are located in the Company Pricing Guide.

- 3. <u>Service Descriptions</u> (Cont'd)
 - 3.3 Operator Assistance (Traditional) (Cont'd)
 - Busy Line Verification and Interrupt Service: Busy Line Verification and Interrupt Service, which is furnished where and to the extent that facilities permit, provides the Customer with the following options:
 - 3.3.2.1 <u>Busy Line Verification</u>: Upon request of the calling party, the Company will determine if the line is clear or in use and report to the calling party.
 - 3.3.2.2 <u>Busy line Verification with Interrupt</u>: The operator will interrupt the call on the called line only if the calling party indicates an emergency and requests interruption. The operator will then interrupt the call, advising the called party the name of the calling party.
 - 3.3.2.3 <u>Rates</u>: Rates for Busy Line Verification and Interrupt Service, as specified below, will apply under the following circumstances:

Per Request

	<u>Residential</u>	Business
Busy Line Verification	\$3.00	*
Busy Line Interrupt	\$3.00	*

^{*} Detariffed services available to business customers are located in the Company Pricing Guide.

3. Service Descriptions (Cont'd)

3.4 <u>Directory Listings</u>

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

- 3.4.1 The Company reserves the right to limit the length of any listing in the directory by the use of abbreviations when, in its judgment, the clearness of the listing or the identification of the Customer is not impaired thereby. When more than one line is required to properly list the Customer, no additional charge is made.
- 3.4.2 The Company may refuse a listing which is known not to constitute a legally authorized or adopted name, contains obscenities in the name, or any listing which, in the opinion of the Company, is likely to mislead or deceive calling persons as to the identity of the listed party, or is a contrived name used for advertising purposes or to secure a preferential position in the directory or is more elaborate than is reasonably necessary to identify the listed party. The Company, upon notification to the Customer, will withdraw any listing which is found to be in violation of its rules with respect thereto.
- 3.4.3 Each listing must be designated Government, Business, or Residence to be placed in the appropriate section of the directory. In order to aid the user of the directory, and to avoid misleading or deceiving the calling party as to the identity of the listed party, only business listings may be placed in the Business Section and only residential listings in the Residential Section. The Company, upon notification to the Customer, will withdraw any listing that is found to be in violation of its rules with respect thereto.
- 3.4.4 In order for listing to appear in an upcoming directory, the Customer must furnish the listing to the Company in time to meet the directory publishing schedule.
- 3.4.5 Directory listings are provided in connection with each Customer service as specified herein.
 - 3.4.5.1 <u>Primary Listing</u>: A primary listing contains the name of the Customer, or the name under which a business is regularly conducted, as well as the address and telephone number of the Customer. This listing is provided at no additional charge.
 - 3.4.5.2 <u>Additional Listings</u>: In connection with local exchange service, additional listings are available only in the name of Authorized Users of the Customer's service, as defined herein.

3.4 <u>Directory Listings</u> (Cont,d)

- 3.4.5.3 Nonpublished Listings: Listings that are not printed in directories or available from Directory Assistance. A Nonpublished Telephone Service will be furnished, at the Customer's request providing the omission or deletion of the Customer's telephone listing from the telephone directory and, in addition, the Customer's telephone listing will be omitted or deleted from the directory assistance records, subject to the provisions set forth in Section 2.1.4.
- 3.4.5.4 <u>Nonlisted Numbers</u>: A Nonlisted number will be furnished at the Customer's request, providing for the omission or deletion of the Customer's listing from the telephone directory. Such listings will be carried in the Company's directory assistance and other records will be given to any calling party.
- 3.4.5.5 <u>Foreign Listings</u>: Where available, a listing in a phone directory which is not in the Customer's immediate calling area. The Customer will be charged the rates specified in the tariff published by the specific exchange carrier providing the Foreign Listings.
- 3.4.5.6 <u>Alternate Call Listings</u>: Where available, a listing that references a telephone number that is not the primary listing for the Customer. The Customer must provide written verification that the alternate telephone number is authorized to accept calls.
- 3.4.5.7 <u>Reference Listing</u>: A listing including additional telephone numbers of the same or another Customer to be called in the event there is not an answer from the Customer's telephone.
- 3.4.5.8 <u>Recurring Charges</u>: Monthly Recurring Charges associated with Directory Listings are as follows:

Per Listing or Per Number Charge

	<u>Maximum</u>	Residential	Business
Primary Listing	N/C	N/C	N/C
Additional listing on 1 st line		\$0.99	*
Additional listing on 2 nd or 3 rd lines		\$0.99	*
Non-Published Number	\$4.00	\$0.99	*
Non-listed Number		\$0.99	*
Alternative Listing		\$0.99	*
Reference Listing		\$0.99	*

^{*} Detariffed services available to business customers are located in the Company Pricing Guide.

- 3. <u>Service Descriptions</u> (Cont'd)
 - 3.4 <u>Directory Listings</u> (Cont,d)
 - 3.4.5.9 <u>Non-Recurring Charges</u>: Non-Recurring charges associated with Directory Listings are as follows:

	<u>Maximum</u>	Residential	<u>Business</u>
Primary Listing	N/C	N/C	N/C
Non-published Number	\$15.00	\$15.00	\$15.00
Non-listed Number		\$15.00	*

3.5 <u>Emergency Services (Enhanced 911)</u>: Allows Customers to reach appropriate emergency services including police, fire and medical services. Enhanced 911 has the ability to selectively route an emergency call to the primary E911 provider so that it reaches the correct emergency service located closest to the caller. In addition, the Customer's address and telephone information will be displayed to the primary E911 provider for display at the Public Service Answering Point (PSAP). Charges for Enhanced 9-1-1 will be a pass through of the charge imposed by the ILEC.

^{*} Detariffed services available to business customers are located in the Company Pricing Guide.

3. Service Descriptions (Cont'd)

3.7 Service Connection Assistance

3.7.1 General:

- 3.7.1.1 Service Connection Assistance is a telephone assistance program that provides certain eligible residential customers requesting local exchange service with the following benefits:
 - Wavier of applicable deposit requirements under Section 1 of a. this tariff.
 - b. Full or partial wavier of applicable service connection charges for establishing or re-establishing local exchange service as described in Section 3 of this tariff. (Service Connection Assistance does not apply to network wiring charges).

3.7.2 Regulations

- 3.7.2.1 Service Connection Assistance is a basic local exchange residential service offering available to customers who are currently participating in one of the following assistance programs:
 - Home Energy Assistance Program (HEAP);
 - b.
 - C.
 - Emergency Home Energy Assistance Program (E HEAP); Ohio Energy Credits Program (OECP); Supplemental Security Income (SSI) under Title XVI of the d. Social Security Act;
 - Food Stamps;
 - f. Federal public housing assistance (Section 8); or,
 - Medical Assistance under Chapter 5111 of the Ohio Revised g. Code (Medicaid).
- 3.7.2.2 The Telephone Company shall require, as proof of eligibility for Service Connection Assistance, a document signed by the customer, certifying under penalty of perjury that the customer is receiving benefits from one of the programs identified in Section 3.7.2.1, above; identifying the specific program or programs from which the customer receives benefits, and agreeing to notify the carrier if the customer ceases to participate in such program or programs.
- 3.7.2.3 Customers of Service Connection Assistance cannot be a dependent (as defined by the Federal Income Tax Code) under the age of 60.
- 3.7.2.4 Service Connection Assistance is available for all grades of service.
- 3.7.2.5 Service Connection Assistance is available for a single telephone line at the customer's principal place of residence. No other exchange service will be permitted in the same household.

- 3.7.2.6 Service Connection Assistance shall be available to eligible customers not more than once in a one-year period at the same address. Customers must pay or make arrangements to pay to the Telephone Company any outstanding bills for regulated telephone services in the customer's name, and no other member of the household may owe money for such services previously provided at the Customer's current address.
- 3.7.2.7 Service Connection Assistance customers are not restricted on the optional services to which they may subscribe.

3.7.3 <u>Rates</u>

The Company will provide Telephone Service Assistance on a pass through basis charging the customer the same amount it is charged by the underlying ILEC who provides the service.

4. <u>Promotional Offerings</u>

Promotional Offerings: The Company may from time to time engage in special promotions of limited duration of its service offerings designed to attract new customers or to increase existing customer awareness of a particular tariff offering. Waiver of any charges other than a non-recurring charge shall be limited to ninety (90) calendar days on a per customer basis during a 12-month period. Requests for promotional offerings will be presented to the Commission for its review in accordance with Case No. 95-845-TP-COI.

EXHIBIT C

Summary of Changes

This filing is made in compliance with Case No. 06-1345-TP-ORD

Business Local Exchange and all Interexchange Tier 2 Services have been deleted from the Tariff and are now found in the Company Pricing Guide available on the Company's website found at: www.impactnetwork.com or by contacting the Company at 429 Trenton Avenue, Findlay, OH 45840 or by calling toll free (800) 292-1313.

The following pages in Local Exchange P.U.C.O. Tariff No. 2 were affected:

Pages Affected	<u>Changes</u>
1	Adds text regarding location of detariffed services (Title Sheet of P.U.C.O. No. 3)
2-5	Updates check sheet (Page 1 of P.U.C.O. No. 3)
6-7	Updates Table of Contents (Page 2 of P.U.C.O. No. 3)
9	Adds language regarding Customer Rights under MTSS (Page 4 of P.U.C.O. No.
	3)
16	Updates OAC reference (Page 11 of P.U.C.O. No. 3)
18	Adds Termination Liability text (Page 13 of P.U.C.O. No. 3)
19	Updates OAC references (Page 14 of P.U.C.O. No. 3)
25	Updates OAC reference (Page 20 of P.U.C.O. No. 3)
25	Update return check rate (Page 20 of P.U.C.O. No. 3)
26	Updates billing dispute contact information (Page 21 of P.U.C.O. No. 3)
26	Update deposit language and OAC references (Page 22 of P.U.C.O. No. 3)
27-29	Update OAC references (Page 23 of P.U.C.O. No. 3)
34	Update OAC reference (Page 26 of P.U.C.O. No. 3)
36	Update language for exchange areas served (Page 28 of P.U.C.O. No. 3)
37-48	Remove exchange listings
49	Revise Geographic zone language (Page 29 of P.U.C.O. No. 3)
52	Feature revised to include only those offered (Page 31 of P.U.C.O. No. 3)
53	Current Rates moved from Price List Pages 68 (Page 32 of P.U.C.O. No. 3)
54-55	Current Rates moved from Price List Page 68-69; Business rates removed
	(Page 33 and 34 of P.U.C.O. No. 3)
56-58	Current Residential Rates moved from Price List Page 69; Business rates
	removed (Page 35-37 of P.U.C.O. No. 3)
60	Current Rates moved from Price List Page 70; Business rates removed (Page 39
	of P.U.C.O. No. 3)
61	Current Rates moved from Price List Page 70; Business rates removed (Page 40
	of P.U.C.O. No. 3)
63-65	Pages deleted
66	Individual Case Basis Arrangements removed (Page 43 of P.U.C.O. No. 3)

P.U.C.O Tariff No. 2 for long distance services has been replaced in its entirety.

EXHIBIT D

Explanation of Compliance with Rule 4901-6-05(G)(3) Regarding Disclosure of Rates, Terms, and Conditions for Detariffed Services

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

In accordance with Rules 4901:1-6-05(G)(4) and 4901:1-6-05(G)(3), Rates, Terms, and Conditions for detariffed services are now available on the Company's website at: www.impactnetwork.com

Or the Customer may contact the Company at:

Impact Network Solutions, Inc. 429 Trenton Avenue Findlay, OH 45840

Toll Free Telephone Number: (800) 292-1313

EXHIBIT E

Customer Notice



IMPORTANT CUSTOMER NOTICE

June 10, 2008

Dear Valued Subscriber:

Beginning on July 1, 2008, the prices, service descriptions, and the terms and conditions telecommunication services that you are provided by Impact Network Solutions, Inc. will no longer be on file at the Public Utilities Commission of Ohio (PUCO).

Impact Network Solutions, Inc. provides local and long distance telecommunication services in the State of Ohio.

This modification does not automatically result in a change in the prices, terms, or conditions of those services to which you currently subscribe. Impact Network Solutions, Inc. must still provide a customer notice at least fifteen days in advance of rate increases, changes in terms and conditions and discontinuance of existing services. Additionally, you will be able to view the company's future service offerings online at www.impactnetwork.com or you can request a copy of this information by contacting Impact Network Solutions, Inc. at 429 Trenton Ave. Findlay, Oh 45840 or toll-free at 1-800-292-1313.

Since these 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.

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 Impact Network Solutions, Inc. at the toll free number 1-800-292-1313 or visit us at www.impactnetwork.com.

Sincerely,

Impact Network Solutions, Inc.



IMPORTANT RESIDENTIAL CUSTOMER NOTICE

June 10, 2008

Dear Valued Subscriber:

Beginning on July 1, 2008, the prices, service descriptions, and the terms and conditions for long distance services that you are provided by Impact Network Solutions, Inc. 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. Impact Network Solutions, Inc. must still provide a customer notice at least fifteen days in advance of rate increases, changes in terms and conditions and discontinuance of existing services. Additionally, you will be able to view the Impact Network Solutions, Inc.'s future service offerings online at www.impactnetwork.com or you can request a copy of this information by contacting Impact Network Solutions, Inc. at 429 Trenton Ave. Findlay, OH 45840 or toll-free at 1-800-292-1313.

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

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

If you have any questions about this matter, please call Impact Network Solutions, Inc. at the toll free number 1-800-292-1313 or visit us at www.impactnetwork.com. You may also visit the consumer information page on the PUCO's website at puco.ohio.gov for further information.

Sincerely.

Impact Network Solutions, Inc.

429 Trenton Ávenue Findlay, Ohio 45840 (419) 420-6300 / (800) 292-1313 FAX (419) 420-6303

EXHIBIT F

Customer Notice Affidavit

CUSTOMER NOTICE AFFIDAVIT

STATE OF OHIO :

SS

COUNTY OF HANCOCK

AFFIDAVIT

I Daniel E. Newman, am the President of the applicant corporation, Impact Network Solutions, 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 direct mailing and billing insert on June 10, 2008, in accordance with Rule 4901:1-6-16, Ohio Administrative Code. I declare under penalty of perjury that the foregoing is true and correct.

Executed on 123/08 Find (ay OHio (Date) (Location)

(Signature and Title) (Date)

Subscribed and sworn to before me this 4/23/08

Notary Public

(Date)

My Commission Expires:

MELANIE ZEHENDER Notary Public, State of Ohio

My Commission Exp., 11/2

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

7/2/2008 2:30:16 PM

in

Case No(s). 08-0849-TP-ATA, 90-9265-TP-TRF

Summary: Application To Detariff Certain Tier 2 Services and make other changes related to the Implementation of Case No. 06-1345-TP-ORD electronically filed by Mr. Patrick D. Crocker on behalf of Impact Network Solutions, Inc.