



CROCKER & CROCKER, P.C.

ATTORNEYS AT LAW

PATRICK D. CROCKER

patrick@crockerlawfirm.com

October 2, 2008

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

RE: BCN Telecom, Inc.
Application to Detariff – Case No. 08-1145-TP-ATA

Dear Mr. Jenkins,

Attached for filing, on behalf of BCN Telecom, Inc. is the Application to Detariff Certain Tier 2 Services and make other changes related to the Implementation of Case No. 06-1345-TP-ORD.

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 e-mail to Patrick@crockerlawfirm.com

Very truly yours,

CROCKER & CROCKER, P.C.

Patrick D. Crocker

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 _____)
BCN Telecom, Inc.)
to Detariff Certain Tier 2 Services and make other changes)
related to the Implementation of Case No. 06-1345-TP-ORD)

TRF Docket No. 90- 9282

Case No. 08 - 1145 - **TP** - **ATA**

NOTE: Unless you have reserved a Case No. leave the "Case No." fields BLANK.

Name of Registrant(s) BCN Telecom, Inc.

DBA(s) of Registrant(s) _____

Address of Registrant(s) 550 Hills Drive, Bedminster, NJ 07921

Company Web Address www.bcntele.com

Regulatory Contact Person(s) Richard Nacchio Phone 908-470-4700 Fax 908-470-4707

Regulatory Contact Person's Email Address rnacchio@bcntele.com

Contact Person for Annual Report Richard Nacchio Phone 908-470-4700

Address (if different from above) _____

Consumer Contact Information Jennifer Alfieri

Phone 888-8667266

Address (if different from above) _____

Part I – Tariffs

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

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

| Carrier Type | <input type="checkbox"/> ILEC | <input checked="" type="checkbox"/> CLEC | <input checked="" type="checkbox"/> CTS |
|---|-------------------------------|--|---|
| Business Tier 2 Services | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| Residential & Business Toll Services | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| Other Changes required by Rule (Describe in detail in Exhibit C) | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |

Part II – Exhibits

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

| Included | Identified As: | Description of Required Exhibit: |
|-------------------------------------|----------------|---|
| <input checked="" type="checkbox"/> | Exhibit A | The existing affected tariff pages. |
| <input checked="" type="checkbox"/> | Exhibit B | The proposed revised tariff pages. |
| <input checked="" type="checkbox"/> | Exhibit C | Matrix or narrative summarizing all changes proposed in the application, and/or other information intended to assist Staff in the review of the Application. |
| <input checked="" type="checkbox"/> | Exhibit D | 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: <ul style="list-style-type: none"> 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). |
| <input checked="" type="checkbox"/> | 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). |
| <input checked="" type="checkbox"/> | Exhibit F | Affidavit that the Customer Notice described in Exhibit C has been sent to Customers. |

Part III. – Attestation

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

AFFIDAVIT

Compliance with Commission Rules and Service Standards

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

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) 10/2/2008 at (Location) Kalamazoo, MI 49007

*(Signature and Title) Attorney (Date) 10/2/2008

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

VERIFICATION

I, Patrick D. Crocker

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) Attorney (Date) 10/2/2008

**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

TARIFF FOR
REGULATIONS, RATES AND CHARGES APPLICABLE TO
INTEREXCHANGE RESELLER SERVICES FURNISHED BY
BCN Telecom, Inc.
WITHIN THE STATE OF OHIO

Issued: April 27, 2004
Case No. 04-0619-TP-ACN

Effective: May 28, 2004

Issued by: Richard M. Boudria, President
BCN Telecom, Inc.
550 Route 202/206
Bedminster, New Jersey 07921

CHECK SHEET

The title page and pages 1-70 inclusive of this Tariff are effective as of the date shown. Original and revised sheets, as named below, comprise all changes from the original Tariff in effect on the date indicated.

| <u>SHEET</u> | <u>REVISION</u> | <u>SHEET</u> | <u>REVISION</u> | <u>SHEET</u> | <u>REVISION</u> |
|--------------|-----------------|--------------|-----------------|--------------|-----------------|
| 1 | Original | 26 | Original | 51 | Original |
| 2 | First Revised* | 27 | Original | 52 | Original |
| 3 | Original | 28 | Original | 53 | Original |
| 4 | Original | 29 | Original | 54 | Original |
| 5 | Original | 30 | Original | 55 | Original |
| 6 | Original | 31 | Original | 56 | Original |
| 7 | Original | 32 | Original | 57 | Original |
| 8 | First Revised* | 33 | Original | 58 | Original |
| 9 | Original | 34 | Original | 59 | Original |
| 10 | Original | 35 | Original | 60 | Original |
| 11 | Original | 36 | Original | 61 | Original |
| 12 | Original | 37 | Original | 62 | Original |
| 13 | Original | 38 | Original | 63 | Original |
| 14 | Original | 39 | Original | 64 | Original* |
| 15 | Original | 40 | Original | 65 | Original* |
| 16 | Original | 41 | Original | 66 | Original* |
| 17 | Original | 42 | Original | 67 | Original* |
| 18 | Original | 43 | Original | 68 | Original* |
| 19 | Original | 44 | Original | 69 | Original* |
| 20 | Original | 45 | Original | 70 | Original* |
| 21 | Original | 46 | Original | | |
| 22 | Original | 47 | Original | | |
| 23 | Original | 48 | Original | | |
| 24 | Original | 49 | Original | | |
| 25 | Original | 50 | Original | | |

* New or Revised Sheets

Issued: May 9, 2007
Case No. 07-573-TP-CIO

Effective: May 10, 2007

Issued by: Richard M. Boudria, President
BCN Telecom, Inc.
550 Route 202/206
Bedminster, New Jersey 07921

CONCURRING, CONNECTING AND OTHER PARTICIPATING CARRIERS

CONCURRING CARRIERS:

SPRINT

CONNECTING CARRIERS:

SPRINT

OTHER PARTICIPATING CARRIERS:

SPRINT

Issued: April 27, 2004
Case No. 04-0619-TP-ACN

Effective: May 28, 2004

Issued by: Richard M. Boudria, President
BCN Telecom, Inc.
550 Route 202/206
Bedminster, New Jersey 07921

TARIFF FORMAT

Sheet Numbering - Sheet numbers appear in the upper right hand corner of the page. Sheets are numbered sequentially and from time to time new pages may be added to the Tariff. When a new page is added between existing pages, a decimal is added to the preceding page number. For example, a new page added between Sheets 3 and 4 would be numbered 3.1.

Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

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

Check Sheets - When a Tariff filing is made with the Commission, an updated check sheet accompanies the Tariff filing. The check sheet lists the pages contained in the Tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision, all revisions made in a given filing are designed by an asterisk (*). There will be no other symbols used on this page if these are the only changes made to it. The Tariff user should refer to the latest check sheet to find out if a particular page is the most current on file with the Commission.

APPLICABILITY

This Tariff contains the Service offerings, rates, terms and conditions applicable to the furnishing of intrastate interexchange telecommunications services within the State of Ohio by BCN Telecom, Inc. ("Company"). All services contained within this tariff are competitive.

Issued: April 27, 2004

Effective: May 28, 2004

Case No. 04-0619-TP-ACN

Issued by:

Richard M. Boudria, President
BCN Telecom, Inc.
550 Route 202/206
Bedminster, New Jersey 07921

EXPLANATION OF SYMBOLS

- (C) To signify changed regulations
- (D) To signify discontinued material
- (I) To signify a rate or charge increase
- (N) To signify new material
- (R) To signify a reduction
- (T) To signify a change in text but no change in rate or regulation

TABLE OF CONTENTS

| | <u>Sheet</u> |
|---|--------------|
| CHECK SHEET | 2 |
| CONCURRING, CONNECTING AND OTHER PARTICIPATING CARRIERS | 3 |
| TARIFF FORMAT | 4 |
| APPLICABILITY | 5 |
| EXPLANATION OF SYMBOLS | 6 |
| TABLE OF CONTENTS | 7 |
| 1. <u>TECHNICAL TERMS AND ABBREVIATIONS</u> | 10 |
| 2. <u>RULES AND REGULATIONS</u> | 18 |
| 2.1. <u>Description and Limitations of Services</u> | 18 |
| 2.2. <u>Other Terms and Conditions</u> | 19 |
| 2.3. <u>Liability</u> | 21 |
| 2.4. <u>Cancellation of Service by a Customer</u> | 23 |
| 2.5. <u>Cancellation for Cause by the Company</u> | 24 |
| 2.6. <u>Credit Allowance</u> | 25 |
| 2.7. <u>Use of Service</u> | 26 |
| 2.8. <u>Payment Arrangements</u> | 27 |
| 2.9. <u>Assignment</u> | 28 |
| 2.10. <u>Tax and Fee Adjustments</u> | 28 |
| 2.11. <u>Method for Calculation of Airline Mileage</u> | 30 |

| | | |
|-------|---|----|
| 2.12. | <u>Time of Day Rate Periods</u> | 30 |
| 2.13. | <u>Special Customer Arrangements</u> | 31 |
| 2.14. | <u>Inspection</u> | 31 |
| 3. | <u>DESCRIPTION OF SERVICES</u> | 32 |
| 3.1. | <u>Wide Area ("WATS") and Message ("MTS") Toll Services</u> | 32 |
| 3.2. | <u>Switched Inbound Service</u> | 32 |
| 3.3. | <u>Dedicated Inbound Service</u> | 32 |
| 3.4. | <u>Switched Outbound Service</u> | 32 |
| 3.5. | <u>Dedicated Outbound Service</u> | 32 |
| 3.6. | <u>Calling Card Service</u> | 32 |
| 3.7. | <u>Timing of Calls</u> | 33 |
| 3.8. | <u>Minimum Call Completion Rate</u> | 33 |
| 4. | <u>RATES AND CHARGES</u> | 34 |
| 4.1. | <u>Usage Rates</u> | 34 |
| 4.2. | <u>Switched Inbound Usage Rates</u> | 34 |
| 4.3. | <u>Dedicated Inbound Usage Rates</u> | 41 |
| 4.4. | <u>Switched Outbound Usage Rates</u> | 48 |
| 4.5. | <u>Dedicated Outbound Usage Rates</u> | 54 |
| 4.6. | <u>Calling Card Usage Rates</u> | 61 |
| 4.7. | <u>Special Promotional Offering</u> | 64 |
| 4.8. | <u>Emergency Calls</u> | 64 |
| 4.9. | <u>Payphone Use Service Charge</u> | 64 |
| 5. | <u>GRANDFATHERED RATES</u> | 64 |

(N)

1. TECHNICAL TERMS AND ABBREVIATIONS

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

Access Coordination

Provides for the design, ordering, installation, coordination, pre-service testing, service turn-up and maintenance on a Company or Customer provided Local Access Channel.

Administrative Change

A change in Customer billing address or contact name.

Alternate Access

Alternate Access is a form of Local Access except that the provider of the Service is an entity, other than the Local Exchange Carrier, authorized or permitted to provide such Service. The charges for Alternate Access may be subject to private agreement rather than published or special tariff if permitted by applicable governmental rules.

Application for Service

A standard Company order form which includes all pertinent billing, technical and other descriptive information which will enable the Company to provide a communication Service as required.

ASR

ASR (Access Service Request) means an order placed with a Local Access Provider for Local Access.

Authorized User

A person, firm, corporation or other entity that either is authorized by the Customer to receive or send communications or is placed in a position by the Customer, either through acts or omissions, to send or receive communications.

Bandwidth

The total frequency band, in hertz, allocated for a channel.

Bill Date

The date on which billing information is compiled and sent to the Customer.

Call

A completed connection between the Calling and Called Stations.

Called Station

The telephone number called.

Calling Station

The telephone number from which a Call originates.

Cancellation of Order

A Customer initiated request to discontinue processing a Service order, either in part or in its entirety, prior to its completion. Cancellation charges will be assessed for each Circuit-end or Dedicated Access line canceled from an order prior to its completion by the Company, under the following circumstances: (1) if the LEC has confirmed in writing to the Company that the Circuit-end or Dedicated Access line will be installed; or (2) if the Company has already submitted facilities orders to and interconnecting telephone company.

Channel or Circuit

A dedicated communications path between two or more points having a Bandwidth or Transmission Speed specified in this Tariff and selected by a Customer.

Commission

Public Utilities Commission of Ohio

Company

BCN Telecom, Inc.

Company Recognized National Holidays

The following are Company Recognized National Holidays determined at the location of the originator of the Call: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day.

The evening rate is used unless a lower rate would normally apply. When a Call begins in one rate period and ends in another, the rate in effect in each rate period applies to the portion of the Call occurring within that rate period. In the event that a minute is split between two rate periods, the rate in effect at the start of that minute applies.

Customer

The person, firm, corporation or governmental unit which orders Service and which is responsible for the payment of charges and for compliance with the Company's Tariff regulations. A Customer is considered to be an account for billing purposes. The term Customer also includes an entity that remains presubscribed to the Company Service after its account(s) are removed from the Company's billing system, subsequently continues to use Company's network, and is billed by a local exchange carrier for such use, or otherwise uses Service for which no other Customer is obligated to compensate Company.

Customer Premises/Customer's Premises

Locations designated by a Customer where Service is originated/terminated whether for its own communications needs or for the use of its resale customers.

DCS

DCS means Digital Cross-Connect System.

Dedicated Access/Special Access

Dedicated Local Access between the Customer's Premises or serving wire center and the Company's Point-of-Presence for origination or termination of Calls.

DS-0

DS-0 means Digital Signal Level 0 Service and is a 64 Kbps signal.

DS-1

DS-1 means Digital Signal Level 1 Service and is a 1.544 Mbps signal.

DS-0 with VF Access

DS-0 Service with VF Local Access facilities provides for the transmission of analog voice and/or data within 300 Hz to 3000 Hz frequency range.

DS-0 with DDS Access

DS-0 Service with VF Local Access facilities provides for the transmission of digital data at speeds 2.4, 4.8, 9.6 or 56 Kbps.

Due Date

The Due Date is the date on which payment is due.

Expedite

A Service order initiated at the request of the Customer that is processed in a time period shorter than the Company's standard Service interval.

FCC

Federal Communications Commission

Individual Case Basis (ICB)

Individual Case Basis (ICB) determinations involve situations where complex Customer-specific Company arrangements are required to satisfactorily serve the Customer. The nature of such Service requirements makes it difficult or impossible to establish general tariff provisions for such circumstances. When it becomes possible to determine specific terms and conditions for such offerings, they will be offered pursuant to such terms and conditions.

Installation

The connection of a Circuit, Dedicated Access line, or port for new, changed or an additional Service.

Interexchange Service

Interexchange Service means that portion of a communications channel between a Company-designated Point-of-Presence in one exchange and a Point-of-Presence in another exchange.

Interruption

Interruption shall mean a condition whereby the Service or a portion thereof is inoperative, beginning at the time of notice by the Customer to Company that such Service is inoperative and ending at the time of restoration.

Kbps

Kilobits per second.

LATA (Local Access Transport Area)

A geographical area established for the provision and administration of communications Service of a local exchange company.

Local Access

Local Access means the Service between a Customer Premises and a Company designated Point-of-Presence.

Local Access Provider

Local Access Provider means an entity providing Local Access.

Local Exchange Carrier (LEC)

The local telephone utility that provides telephone exchange services.

Mbps

Megabits per second.

Multiplexing

Multiplexing is the sequential combining of lower bit rate Private Line Services onto a higher bit rate Private Line Service for more efficient facility capacity usage or vice versa.

N/A

Not available.

Nonrecurring Charges

Nonrecurring Charges are one-time charges.

Payment Method

The manner which the Customer designates as the means of billing charges for Calls using the Company's Service.

Physical Change

The modification of an existing Circuit, Dedicated Access line or port, at the request of the Customer, requiring some Physical Change or retermination.

Point-of-Presence (POP)

A Company-designated location where a facility is maintained for the purpose of providing access to its Service.

Primary Route

The route which, in the absence of Customer-designated routing or temporary re-routing, would be used by the Company in the provision of Service.

Private Line

A dedicated transmission channel furnished to a customer without intermediate switching arrangements for full-time customer use.

Private Line Service

A dedicated full-time transmission Service utilizing dedicated access arrangements.

Rate Center

A specified geographical location used for determining mileage measurements.

Requested Service Date

The Requested Service Date is the date requested by the Customer for commencement of Service and agreed to by the Company.

Restore

To make Service operative following an interruption by repair, reassignment, re-routing, substitution of component parts, or otherwise, as determined by the carrier(s) involved.

Route Diversity

Two channels which are furnished partially or entirely over two physically separate routes.

Service

Service means any or all Service(s) provided pursuant to this Tariff.

Service Commitment Period

The term elected by the Customer and stated on the Service order during which the Company will provide the Services subscribed to by the Customer. The term can be monthly or in the case of Private Line Services for a period of up to 5 years.

Special Promotional Offerings

Special trial offerings, discounts, or modifications of its regular Service offerings which the Company may, from time to time, offer to its Customers for a particular Service. Such offerings may be limited to certain dates, times, and locations.

Start of Service Date

The Requested Service Date or the date Service first is made available by the Company whichever is later.

Tariff

The current Intrastate Services Tariff and effective revisions thereto filed by the Company with the Commission.

Transmission Speed

Data transmission speed or rate, in bits per seconds (bps).

Two-Way Conversation

A Two-Way Conversation is a telephone conversation between or among two or more parties.

VF

VF is voice frequency or voice-grade Service designed for private-line Service. Normal transmission is in the 300 hertz to 3000 hertz frequency band.

2. RULES AND REGULATIONS

2.1. Description and Limitations of Services

- 2.1.1. Intrastate Telecommunications Service ("Service") is the furnishing of Company communication Services contained herein between specified locations under the terms of this Tariff.
- 2.1.2. Any member of the general public (including any natural person or legally organized entity such as a corporation, partnership, or governmental body) is entitled to obtain Service under this Tariff, provided that the Company reserves the right to deny Service: (A) to any Customer that, in the Company's reasonable opinion, presents an undue risk of nonpayment, (B) in circumstances in which the Company has reason to believe that the use of the Service would violate the provisions of this Tariff or any applicable law or if any applicable law restricts or prohibits provision of the Service, or (C) if insufficient facilities are available to provide the Service (in such cases Company shall make best efforts to accommodate the needs of all potential Customers by means of facility improvements or purchases, of capacity, if such efforts will, in the Company's opinion, provide the Company with a reasonable return on its expenditures), but only for so long as such unavailability exists.
- 2.1.3. Company, when acting at the Customer's request and as its authorized agent, will make reasonable efforts to arrange for Service requirements, such as special routing, Diversity, Alternate Access, or circuit conditioning.
- 2.1.4. Service is offered in equal access exchanges subject to the availability of facilities and the provisions of this Tariff. Company reserves the right to refuse to provide Service to or from any location where the necessary facilities and/or equipment are not available.
- 2.1.5. Service may be discontinued after seven days written notice to the Customer if:
- 2.1.5.A. the Customer is using the Service in violation of this Tariff; or
- 2.1.5.B. the Customer is using the Service in violation of the law or Commission regulation.
- 2.1.6. Service begins on the date that billing becomes effective and is provided on the basis of a minimum period of at least one month, 24 hours per day. For the purposes of computing charges in this Tariff, a month is considered to have 30 days.

- 2.1.7. Service will be provided until canceled, by the Customer on not less than thirty (30) days' written notice from the date of postmark on the letter giving notice of cancellation.
- 2.1.8. Nothing herein, or in any other provision of this Tariff, or in any marketing materials issued by the Company shall give any person any ownership, interest, or proprietary right in any code or 800 number issued by the Company to its Customers.
- 2.1.9. The Company reserves the right to discontinue furnishing Services or billing options, upon written notice, when necessitated by conditions beyond its control. Conditions beyond the Company's control include, but are not limited to, a Customer's having Call volume or a calling pattern that results, or may result, in network blockage or other Service degradation which adversely affects Service to the calling party, the Customer, or other Customers of the Company.
- 2.1.10. Except as otherwise provided in this Tariff or as specified in writing by the party entitled to receive Service, notice may be given orally or in writing to the persons whose names and business addresses appear on the executed Service Order and the effective date of any notice shall be the date of delivery of such notice, not the date of mailing. By written notice, Company or Customer may change the party to receive notice and/or the address to which such notice is to be delivered. In the event no Customer or Company address is provided in the executed Service order, notice shall be given to the last known business address of Customer or, as appropriate.

2.2. Other Terms and Conditions

- 2.2.1. The name(s) of the Customer(s) desiring to use the Service must be stipulated in the application for Service.
- 2.2.2. The Customer agrees to operate the Company provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void the Company liability for interruption of Service and may make Customer responsible for damage to equipment pursuant to Section 2.2.3 below.
- 2.2.3. Customer agrees to return to the Company all Company-provided equipment delivered to Customer within seven (7) 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.

- 2.2.4. A Customer shall not use any service-mark or trademark of the Company or refer to the Company in connection with any product, equipment, promotion, or publication of the Customer without prior written approval of the Company.
- 2.2.5. Reserved for future use.
- 2.2.6. The provision of Service will not create a partnership or joint venture between the Company and the Customer nor result in joint Service offerings to their respective Customers.
- 2.2.7. The rate or volume discount level applicable to a Customer for a particular Service or Services shall be the rate or volume discount level in effect at the beginning of the monthly billing period applicable to the Customer for the particular Service or Services. When a Service is subject to a minimum monthly charge, account charge, port charge or other recurring charge or Nonrecurring Charge for both intrastate and interstate Service, only one such charge shall apply per account and that charge shall be the interstate charge.
- 2.2.8. Service requested by Customer and to be provided pursuant to this Tariff shall be requested on Company Service Order forms in effect from time to time or Customer's forms accepted in writing by an authorized headquarters representative of the Company (collectively referred to as "Service Orders").
- 2.2.9. If an entity other than the Company (e.g., another carrier or a supplier) imposes charges on the Company in connection with a Service that entity's charges will be passed through to the Customer also.
- 2.2.10. The Service Commitment Period for any Service shall be established by the Service Order relevant thereto and commence on the Start of Service Date. Upon expiration, each Service Commitment Period for such Service shall automatically be extended subject to written notice of termination by either Company or Customer as of a date not less than thirty (30) days after delivery of said notice to the other. The charges for Interexchange Service during any such extension shall not exceed the then current Company month-to-month charges applicable to such Service.

2.3. Liability

- 2.3.1. Except as provided otherwise in this Tariff, the 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 the Company. Such causes shall include, without limitation, acts of God, fire, explosion, vandalism, cable cut, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States government or of any other government 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, or preemption of existing Services to restore service in compliance with Part 64, Subpart D, Appendix A, of the FCC's Rules and Regulations.
- 2.3.2. With respect to the Services contained herein and except as otherwise provided herein, the Company's liability shall not exceed an amount equal to the charge applicable to a one minute Call to the Called Station at the time the affected Call was made. If the initial minute rate is higher than the additional minute rate, the higher rate shall apply. For those Services with monthly recurring charges, the Company's liability is limited to an amount equal to the proportionate monthly recurring charges for the period during which Service was affected.
- 2.3.3. The Company is not liable for any act or omission of any other company or companies (including any Company affiliate that is a participating or concurring carrier) furnishing a portion of the Service or facilities, equipment, or Services associated with such Service.
- 2.3.4. The Customer is responsible for taking all necessary legal steps for interconnecting the Customer provided terminal equipment with the Company facilities. The Customer shall ensure that the signals emitted into the Company's network do not damage Company equipment, injure personnel or degrade Service to other Customers. The Customer is responsible for securing all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the customer shall comply with applicable LEC signal power limitations.
- 2.3.5. The Company may rely on Local Exchange Carriers or other third parties for the performance of other Services such as Local Access. Upon Customer request and execution and delivery of appropriate authorizing documents, the Company may act as agent for Customer in obtaining such other Services. Customer's liability for charges hereunder shall not be reduced by untimely Installation or non-operation of Customer provided facilities and equipment.

- 2.3.6. The failure to give notice of default, to enforce or insist upon compliance with any of the terms or conditions herein, the waiver of any term or conditions herein, or the granting of an extension of time for performance by the Company or the Customer shall not constitute the permanent waiver of any term or condition herein. Each of the provisions shall remain at all time in full force and effect until modified in writing.
- 2.3.7. The Company shall not be liable to the Customer or any other person, firm or entity in any respect whatsoever as a result of mistakes, accidents, errors, omissions, interruptions, delays, or defects in Service (collectively "Defects"). Defects caused by or contributed to, directly or indirectly, by any act or omission of Customer or its customers, affiliates, agents, representatives, invitees, licensees, successors or assigns or which arise from or are caused by the use of facilities or equipment of Customer or related parties shall not result in the imposition of any liability whatsoever upon the Company, and Customer shall pay to the Company any reasonable costs, expenses, damages, fees or penalties incurred by the Company as a result thereof, including penalties incurred by the Company as a result thereof, including costs of Local Access Providers' labor and materials. In addition, all or a portion of the Service may be provided over facilities of third parties, or sold by third parties, and the Company shall not be liable to Customer or any other person, firm or entity in any respect whatsoever arising out of Defects caused by such third parties. THE COMPANY SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, ACTUAL, PUNITIVE OR ANY OTHER DAMAGES, OR BUSINESS INTERRUPTION, FOR ANY LOST PROFITS OF ANY KIND OR NATURE WHATSOEVER ARISING OUT OF ANY DEFECTS OR ANY OTHER CAUSE. THE COMPANY'S LIABILITY, IF ANY, WITH REGARD TO THE DELAYED INSTALLATION OF THE COMPANY'S FACILITIES OR COMMENCEMENT OF SERVICE SHALL NOT EXCEED \$1,000. THIS WARRANTY AND THESE REMEDIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OR REMEDIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF

MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN THE EVENT OF AN INTERRUPTION IN SERVICE OR ANY DEFECT IN THE SERVICE WHATSOEVER, NEITHER COMPANY NOR ANY AFFILIATED OR UNAFFILIATED THIRD PARTY, THIRD PARTY PROVIDER OR OPERATOR OF FACILITIES EMPLOYED IN THE PROVISION OF THE SERVICE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, ACTUAL, PUNITIVE OR ANY OTHER DAMAGES, OR FOR ANY LOST PROFITS OF ANY KIND OR NATURE WHATSOEVER.

- 2.3.8. With respect to the routing of Calls by the Company to public safety answering points or municipal Emergency Service providers, Company liability, if any, will be limited to the lesser of: (a) the actual monetary damages incurred and proved by the Customer as the direct result of the Company's action, or failure to act, in routing the Call, or (b) the sum of \$1,000.00.
- 2.3.9. In the event parties other than Customer (e.g., Customer's customers) shall have use of the Service directly or indirectly through Customer, then Customer agrees to forever indemnify and hold Company and any affiliated or unaffiliated third-party, third-party provider or operator of facilities employed in provision of the Service harmless from and against any and all claims, demands, suits, actions, losses, damages, assessments or payments which may be asserted by said parties arising out of or relating to any Defects.
- 2.3.10. In the event that Company is required to perform a Circuit redesign due to inaccurate information provided by the Customer; or, circumstances in which such costs and expenses are caused by the Customer or reasonably incurred by the Company for the benefit of the Customer, the Customer is responsible for the payment of all such charges.
- 2.4. Cancellation of Service by a Customer
- 2.4.1. If a Customer cancels a Service Order before the Service begins, before completion of the Minimum Period, or before completion of some other period mutually agreed upon by the Customer and the Company, a charge will be levied upon the Customer for the nonrecoverable portions of expenditures or liabilities incurred expressly on behalf of the Customer by the Company and not fully reimbursed by Installation and monthly charges. If, based on a Service order by a Customer, any construction has either begun or been completed, but no Services provided, the nonrecoverable costs of such construction shall be borne by the Customer.

- 2.4.2. Upon thirty (30) days' prior written notice, either Customer or Company shall have the right, without cancellation charge or other liability, to cancel the affected portion of the Service, if the Company is prohibited by governmental authority from furnishing said portion, or if any material rate or term contained herein and relevant to the affected Service is substantially changed by order of the highest court of competent jurisdiction to which the matter is appeal, the Federal Communications Commission, or other local, state or federal government authority.

2.5. Cancellation for Cause by the Company

- 2.5.1. Upon nonpayment of any sum owing to the Company, or upon a violation of any of the provisions governing the furnishing of Service under this Tariff, the Company may, upon seven days written notification to the Customer, without incurring any liability, immediately discontinue the furnishing of such Service pursuant to 4901:1-5-19, Ohio Administration Code.
- 2.5.2. Without incurring any liability, the Company may discontinue the furnishing of Service(s) to a Customer upon seven days written notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or Services.
- 2.5.3. Following the disconnection of service for any of these reasons, the Company or the local exchange utility acting as Company agent, will notify the telephone user/customer that service was disconnected and why. The notice will include all reasons for the disconnection and will include a toll-free number where an end user/customer can obtain additional information. Notice shall be deemed given upon deposit, postage prepaid, in the U.S. Mail to the end user's/customer's last known address and in compliance with the Commission's rules.
- 2.5.4. The Company will notify, or attempt to notify, the Customer before service is refused or disconnected when any of the following conditions exist:
- 2.5.4.A. A violation of or noncompliance with the Commission's then-current regulations governing service supplied by the Company;
- 2.5.4.B. A violation of or noncompliance with the Company's rules or tariffs on file with the Commission;

2.5.4.C. A failure to comply with municipal ordinances or other laws pertaining to telecommunications services; or

2.5.4.D. A refusal by the subscriber to permit the Local Exchange Carrier necessary access to its facilities or equipment.

2.5.5. No notice is required for disconnection in any of the following instances:

2.5.5.A. When an emergency may threaten the health or safety of a person, or the Local Exchange Carrier's distribution system. If service is disconnected, the Company shall act promptly to assure restoration of service as soon as possible. Service shall be restored to a residence before it may be disconnected for any other reason;

2.5.5.B. In the event of a subscriber's use of telecommunications equipment in such a manner as to adversely affect the Company's equipment, its service to others, or the safety of the Company's employees or subscribers; or

2.5.5.C. In the event of tampering with any facilities or equipment furnished and owned by the Local Exchange Carrier or the Company.

2.6. Credit Allowance

2.6.1. Credit allowance for the interruption of Service is subject to the general liability provisions set forth in this Tariff. Customers shall receive no credit allowance for the interruption of service which is due to the Company's testing or adjusting, negligence of the Customer, or to the failure of channels or equipment provided by the Customer. The Customer should notify the Company when the Customer is aware of any interruption in Service for which a credit allowance is desired. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission within Customer's control, or is not in wiring or equipment, if any, furnished by the Customer in connection with the Company's Services.

2.6.2. No credit is allowed in the event service must be interrupted in order to provide routine service quality or related investigations.

2.6.3. No credit shall be allowed:

- 2.6.3.A. For failure of services or facilities of Customer; or
- 2.6.3.B. For failure of services or equipment caused by the negligence or willful acts of Customer.
- 2.6.4. Credit for an interruption shall commence after Customer notifies Company of the interruption and ceases when services have been restored.
- 2.6.5. Credits are applicable only to that portion of Service interrupted.
- 2.6.6. For purposes of credit computation, every month shall be considered to have 720 hours.
- 2.6.7. No credit shall be allowed for an interruption of a continuous duration of less than two hours.
- 2.6.8. The Customer shall be credited for an interruption of two hours or more at a rate of 1/720th of the monthly recurring charge for the service affected for each hour or major fraction thereof that the interruption continues. Calculations of the credit shall be made in accordance with the following formula.

Credit Formula:

$$\text{Credit} = \frac{A}{720} \times B$$

"A" = outage time in hours

"B" = total monthly charge for affected facility

2.7. Use of Service

- 2.7.1 The Services offered herein may be used for any lawful purpose, including residential, business, governmental, or other use. There are no restrictions on sharing or resale of Services. However, the Customer remains liable for all obligations under this Tariff notwithstanding such sharing or resale and regardless of the Company's knowledge of same. The Company shall have no liability to any person or entity other than the Customer and only as set forth in Section 2.3. The Customer shall not use nor permit others to use the Service in a manner that could interfere with Services provided to others or that could harm the facilities of the Company or others.

2.7.2. Service furnished by the Company may be arranged for joint use or authorized use. The joint user or Authorized User shall be permitted to use such Service in the same manner as the Customer, but subject to the following:

2.7.2.A. One joint user or Authorized User must be designated as the Customer.

2.7.2.B. All charges for the Service will be computed as if the Service were to be billed to one Customer. The joint user or Authorized User which has been designated as the Customer will be billed for all components of the Service and will be responsible for all payments to the Company. In the event that the designated Customer fails to pay the Company, each joint user or Authorized User shall be liable to the Company for all charges incurred as a result of its use of the Company's Service.

2.7.3. In addition to the other provisions in this Tariff, Customers reselling Company Services shall be responsible for all interaction and interface with their own subscribers or customers. The provision of the Service will not create a partnership or joint venture between Company and Customer nor result in a joint communications Service offering to the Customers of either the Company or the Customer.

2.7.4. Service furnished by the Company shall not be used for any unlawful or fraudulent purposes.

2.7.5. The Customer will be billed directly by the LEC for certain Dedicated Access arrangements selected by the Customer for the provisioning of direct access arrangements. In those instances where the Company at the Customer's request may act as agent in the ordering of such arrangements, the Company will bill the Customer Local Access charges.

2.8. Payment Arrangements

2.8.1. The Customer is responsible for payment of all charges for Services furnished to the Customer or its joint or Authorized Users. This responsibility is not changed due to any use, misuse, or abuse of the Customer's Service or Customer provided equipment by third parties, the Customer's employees, or the public.

2.8.2. The Company's bills are due upon receipt. Amounts not paid within 30 days from the Bill Date of the invoice will be considered past due. If a Customer presents an undue risk of nonpayment at any time, the Company may require that Customer to pay its bills within a specified number of days and to make such payments in cash or the equivalent of cash.

2.8.3. In determining whether a Customer presents an undue risk of nonpayment, the Company shall consider the following factors: (A) the Customer's payment history (if any) with the Company and its affiliates, (B) Customer's ability to demonstrate adequate ability to pay for the Service, (C) credit and related information provided by Customer, lawfully obtained from third parties or publicly available, and (D) information relating to Customer's management, owners and affiliates (if any).

2.8.4. Disputes with respect to charges must be presented to the Company in writing within thirty days from the date the invoice is rendered or such invoice will be deemed to be correct and binding on the Customer.

2.8.5. If a LEC has established or establishes a Special Access surcharge, the Company will bill the surcharge beginning on the effective date of such surcharge for Special Access arrangements

presently in Service. The Company will cease billing the Special Access surcharge upon receipt of an Exemption Certificate or if the surcharge is removed by the LEC.

2.8.6. Reserved for future use.

2.8.7. Company will not require deposits or advance payments by Customers for Services.

2.9. Assignment

2.9.1. The obligations set forth in this Tariff shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns, provided, however, the Customer shall not assign or transfer its rights or obligations without the prior written consent of the Company.

2.10. Tax and Fee Adjustments

2.10.1. All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates.

2.10.2. If at any future time a municipality acquires the legal right to impose an occupation tax, license tax, permit fee, franchise fee or other similar charge upon the Carrier, and imposes the same by ordinance or otherwise, such taxes, fees or charges shall be billed to the end users receiving service within the territorial limits of such municipality. Such billing shall allocate the tax, fee or charge among end users uniformly on the basis of each end user's monthly charges for the types of service made subject to such tax, fee or charge.

Issued: April 27, 2004

Effective: May 28, 2004

Case No. 04-0619-TP-ACN

Issued by:

Richard M. Boudria, President
BCN Telecom, Inc.
550 Route 202/206
Bedminster, New Jersey 07921

- 2.10.3. If at any future time a county or other local taxing authority acquires the legal right to impose an occupation tax, license tax, permit fee, franchise fee or other similar charge upon the Carrier, and imposes the same by ordinance or otherwise, such taxes, fees or charges shall be billed to the end users receiving service within the territorial limits of such county or other taxing authority. Such billing shall allocate the tax, fee or charge among end users uniformly on the basis of each end user's monthly charges for the types of service made subject to such tax, fee or charge.
- 2.10.4. When utility or telecommunications assessments, franchise fees, or privilege, license, occupational, excise, or other similar taxes or fees, based on interstate or intrastate receipts are imposed by certain taxing jurisdictions upon the Company or upon local exchange companies and passed on to the Company through or with interstate or intrastate access charges, the amounts of such taxes or fees will be billed to Customers in such a taxing jurisdiction on a prorated basis. The amount of charge that is prorated to each Customer's bill is determined by the interstate or intrastate telecommunications service provided to and billed to an end user/customer service location in such a taxing jurisdiction with the aggregate of such charges equal to the amount of the tax or fee imposed upon or passed on to the Company.
- 2.10.5. When any municipality, or other political subdivision, local agency of government, or department of public utilities imposes upon and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee or regulatory fee, such taxes and fees shall, insofar as practicable, be billed pro rata to the Company's Customers receiving service within the territorial limits of such municipality, other political subdivision, local agency of government.
- 2.10.6. The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amount it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs. Examples of such programs include, but are not limited to, compensation to payphone service providers for use of their payphones to access the Company's services.

2.11. Method for Calculation of Airline Mileage

- 2.11.1. The airline mileage between two cities can be calculated using the Vertical (V) and Horizontal (H) coordinates of the serving wire centers associated with the Company's POP locations. The method for calculating the airline mileage is obtained by reference to AT&T's Tariff F.C.C. No. 10 in accordance with the following formula:

$$\text{the square root of: } \frac{(V1-V2)^2 + (H1-H2)^2}{10}$$

where V1 and H1 correspond to the V&H coordinates of City 1 and V2 and H2 correspond to the V&H coordinates of City 2.

| | | | |
|----------|--------|----------|----------|
| Example: | | <u>V</u> | <u>H</u> |
| | City 1 | 5004 | 1406 |
| | City 2 | 5987 | 3424 |

$$\text{the square root of: } \frac{(5004-5987)^2 + (1406-3424)^2}{10}$$

The result is 709.83 miles. Any fractional miles are rounded to the next higher whole number; therefore, the airline mileage for this example is 710 miles.

2.12. Time of Day Rate Periods

- 2.12.1. Time of Day Rate Periods are determined by the time of day at the location of the Calling Station.

The rates shown in Section 4 apply as follows:

DAY: From 8:01 AM to 5:00 PM Monday - Friday

EVENING: From 5:01 PM to 11:00 PM Monday - Friday and Sunday

NIGHT/

WEEKEND: From 11:01 PM to 8:00 AM Everyday
From 8:01 AM to 11:00 PM Saturday
From 8:01 AM to 5:00 PM Sunday

2.13. Special Customer Arrangements

- 2.13.1. In cases where a Customer requests a special or unique arrangement which may include engineering, conditioning, installation, construction, facilities, assembly, purchase or lease of facilities and/or other special Services not offered under this Tariff, the Company, at this option, may provide the requested Services. Appropriate recurring charges and/or Nonrecurring Charges and other terms and conditions will be developed for the Customer for the provisioning of such arrangements. Any service for which special customer arrangements are made will be a tariffed service.

2.14. Inspection

- 2.14.1. The Company may, upon notice, make such tests and inspections as may be necessary to determine that the requirements of this Tariff are being complied with in the installation, operation or maintenance of Customer or the Company equipment. The Company may interrupt the Service at any time, without penalty to the Company, should Customer violate any provision herein.

3. DESCRIPTION OF SERVICES

3.1. Wide Area ("WATS") and Message ("MTS") Toll Services

3.1.1. The Company offers WATS and MTS intrastate interexchange long distance service utilizing switched or dedicated access arrangements between the Customers Premises and the Company's facilities for call origination. Call termination is completed through a combination of Company facilities and LEC switched access arrangements.

3.2. Switched Inbound Service

3.2.1. Switched inbound service permits inward calling (via 800 codes) to a specific location utilizing premium switched, Feature Group D access on both ends.

3.3. Dedicated Inbound Service

3.3.1. Dedicated inbound service permits inward calling (via 800 codes) to a specific location featuring the use of a dedicated, special access type connection on the terminating end. The Customer shall be responsible for all LEC charges in addition to the Recurring, Non-recurring and Usage charges set forth hereinafter.

3.4. Switched Outbound Service

3.4.1. Switched outbound services permits outward calling utilizing premium switched Feature Group D access on both the originating and terminating ends.

3.5. Dedicated Outbound Service

3.5.1. Dedicated outbound service permits outward calling to stations in diverse service areas. Dedicated outbound service is distinguished from other services by the existence of a dedicated, special access connection on one end. The Customer shall be responsible for all LEC charges in addition to the Recurring, Non-recurring and Usage charges set forth hereinafter.

3.6. Calling Card Service

3.6.1. The Company's Calling Card Service permits Customers to place long distance calls utilizing Company issued Calling Cards for billing purposes.

3.7. Timing of Calls

- 3.7.1. Long distance usage charges are based on the actual usage of the Company network. Chargeable time begins when a connection is established between the Calling Station and the Called Station. Chargeable time ends when either party "hangs up" thereby releasing the network connection.

3.8. Minimum Call Completion Rate

- 3.8.1. A Customer can expect a call completion rate of not less than 90% during peak use periods for all Feature Group D services.

4. RATES AND CHARGES**4.1. Usage Rates**

4.1.1. The following are the per minute usage charges which apply to all calls. These charges are in addition to the Non-recurring Charges and Recurring Charges referred to herein.

4.2. Switched Inbound Usage Rates**4.2.1 International Service**

4.2.1.A. International Service switched inbound is billed at thirty (30) second initial period and six (6) second additional periods.

4.2.1.B. Customers subscribing to this package may participate in the Company's Directory Listing. Should the Customer elect this option, the Customer will incur a monthly charge of \$16.50.

BUSINESS DAY
EVENING/NIGHT/WEEKEND

| Mileage | Plan A | Plan B | Plan C | Plan D | Plan E |
|-----------|--------|--------|--------|--------|--------|
| Flat Rate | 0.1390 | 0.1305 | 0.1246 | 0.1194 | 0.1096 |

Rate Plan is determined by the monthly charges as follows:

| PLAN | MONTHLY CHARGE |
|------|-----------------|
| A | \$0 - \$100 |
| B | \$101 - \$350 |
| C | \$351 - \$750 |
| D | \$751 - \$1,000 |
| E | \$1,000+ |

Issued: April 27, 2004
Case No. 04-0619-TP-ACN

Effective: May 28, 2004

Issued by: Richard M. Boudria, President
BCN Telecom, Inc.
550 Route 202/206
Bedminster, New Jersey 07921

Issued: April 27, 2004

Effective: May 28, 2004

Case No. 04-0619-TP-ACN

Issued by:

Richard M. Boudria, President
BCN Telecom, Inc.
550 Route 202/206
Bedminster, New Jersey 07921

4. RATES AND CHARGES (Cont'd)4.2. Switched Inbound Usage Rates (Cont'd)4.2.2. Bottomline Service

4.2.2.A. Bottomline switched inbound is billed at eighteen (18) second initial period and six (6) second additional periods.

4.2.2.B. Customers will incur a non-recurring charge of \$8.25.

4.2.2.C. Customers subscribing to this package may participate in the Company's Directory Listing. Should the Customer elect this option, the Customer will incur a recurring monthly charge of \$16.50.

BUSINESS DAY
EVENING/NIGHT/WEEKEND

| Mileage | Plan AA | Plan BB | Plan CC | Plan DD | Plan EE |
|-----------|---------|---------|---------|---------|---------|
| Flat Rate | 0.1394 | 0.1309 | 0.1241 | 0.1190 | 0.1088 |

Rate Plan is determined by the monthly charges as follows:

| PLAN | MONTHLY CHARGE |
|------|-----------------|
| AA | \$0 - \$100 |
| BB | \$101 - \$350 |
| CC | \$351 - \$750 |
| DD | \$751 - \$1,000 |
| EE | \$1,000+ |

Issued: April 27, 2004

Effective: May 28, 2004

Case No. 04-0619-TP-ACN

Issued by:

Richard M. Boudria, President
BCN Telecom, Inc.
550 Route 202/206
Bedminster, New Jersey 07921

4. RATES AND CHARGES (Cont.)4.2. Switched Inbound Usage Rates (Cont'd)4.2.3. Value Service

4.2.3.A. Value switched inbound is billed at eighteen (18) second initial period and six (6) second additional periods.

4.2.3.B. Customers will incur a monthly recurring charge of \$8.80.

4.2.3.C. Customers subscribing to this package may participate in the Company's Directory Listing. Should the Customer elect this option, the Customer will incur a recurring monthly charge of \$16.50.

BUSINESS DAY
EVENING/NIGHT/WEEKEND

| Mileage | Plan AAA | Plan BBB | Plan CCC | Plan DDD | Plan EEE |
|----------------|-----------------|-----------------|-----------------|-----------------|-----------------|
| Flat Rate | 0.1838 | 0.1654 | 0.1470 | 0.1287 | 0.1195 |

Rate Plan is determined by the monthly charges as follows:

| PLAN | MONTHLY CHARGE |
|-------------|-----------------------|
| AAA | \$0 - \$100 |
| BBB | \$101 - \$350 |
| CCC | \$351 - \$750 |
| DDD | \$751 - \$1,000 |
| EEE | \$1,000+ |

Issued: April 27, 2004
Case No. 04-0619-TP-ACN

Effective: May 28, 2004

Issued by: Richard M. Boudria, President
BCN Telecom, Inc.
550 Route 202/206
Bedminster, New Jersey 07921

4. RATES AND CHARGES (Cont.)4.2. Switched Inbound Usage Rates (Cont'd)4.2.4. Premium Service

4.2.4.A. Premium switched inbound is billed at eighteen (18) second initial period and six (6) second additional periods.

4.2.4.B. Customers incur a monthly recurring charge of \$22.00.

DAY

| Mileage | Plan AAAA | Plan BBBB | Plan CCCC | Plan DDDD | Plan EEEE |
|-----------|-----------|-----------|-----------|-----------|-----------|
| 0-55 | 0.1678 | 0.1510 | 0.1342 | 0.1175 | 0.1091 |
| 56-292 | 0.1678 | 0.1510 | 0.1342 | 0.1175 | 0.1091 |
| 293-430 | 0.1906 | 0.1715 | 0.1525 | 0.1334 | 0.1239 |
| 431-925 | 0.2033 | 0.1830 | 0.1626 | 0.1423 | 0.1321 |
| 926-1910 | 0.2160 | 0.1944 | 0.1728 | 0.1512 | 0.1404 |
| 1911-3000 | 0.2249 | 0.2024 | 0.1799 | 0.1574 | 0.1462 |
| 3001-4250 | 0.2150 | 0.1935 | 0.1720 | 0.1505 | 0.1398 |
| 4251-5750 | 0.2478 | 0.2230 | 0.1982 | 0.1735 | 0.1611 |

Issued: April 27, 2004
Case No. 04-0619-TP-ACN

Effective: May 28, 2004

Issued by: Richard M. Boudria, President
BCN Telecom, Inc.
550 Route 202/206
Bedminster, New Jersey 07921

4. RATES AND CHARGES (Cont.)4.2. Switched Inbound Usage Rates (Cont'd)4.2.4. Premium Service (Cont'd)EVENING

| Mileage | Plan AAAA | Plan BBBB | Plan CCCC | Plan DDDD | Plan EEEE |
|-----------|-----------|-----------|-----------|-----------|-----------|
| 0-55 | 0.1401 | 0.1261 | 0.1121 | 0.0981 | 0.0911 |
| 56-292 | 0.1401 | 0.1261 | 0.1121 | 0.0981 | 0.0911 |
| 293-430 | 0.1581 | 0.1423 | 0.1265 | 0.1107 | 0.1028 |
| 431-925 | 0.1705 | 0.1535 | 0.1364 | 0.1194 | 0.1108 |
| 926-1910 | 0.1816 | 0.1634 | 0.1453 | 0.1271 | 0.1180 |
| 1911-3000 | 0.1872 | 0.1685 | 0.1498 | 0.1310 | 0.1217 |
| 3001-4250 | 0.2010 | 0.1809 | 0.1608 | 0.1407 | 0.1307 |
| 4251-5750 | 0.2066 | 0.1859 | 0.1653 | 0.1446 | 0.1343 |

Issued: April 27, 2004
Case No. 04-0619-TP-ACN

Effective: May 28, 2004

Issued by: Richard M. Boudria, President
BCN Telecom, Inc.
550 Route 202/206
Bedminster, New Jersey 07921

4. RATES AND CHARGES (Cont'd)4.2. Switched Inbound Usage Rates (Cont'd)4.2.4. Premium Service (Cont'd)NIGHT/WEEKEND

| Mileage | Plan AAAA | Plan BBBB | Plan CCCC | Plan DDDD | Plan EEEE |
|-----------|-----------|-----------|-----------|-----------|-----------|
| 0-55 | 0.1220 | 0.1098 | 0.0976 | 0.0854 | 0.0793 |
| 56-292 | 0.1220 | 0.1098 | 0.0976 | 0.0854 | 0.0793 |
| 293-430 | 0.1373 | 0.1236 | 0.1098 | 0.0961 | 0.0892 |
| 431-925 | 0.1470 | 0.1323 | 0.1176 | 0.1029 | 0.0956 |
| 926-1910 | 0.1567 | 0.1410 | 0.1254 | 0.1097 | 0.1019 |
| 1911-3000 | 0.1622 | 0.1460 | 0.1298 | 0.1135 | 0.1054 |
| 3001-4250 | 0.1733 | 0.1560 | 0.1386 | 0.1213 | 0.1126 |
| 4251-5750 | 0.1789 | 0.1610 | 0.1431 | 0.1252 | 0.1163 |

Rate Plan is determined by the monthly charges as follows:

| PLAN | MONTHLY CHARGE |
|------|-----------------|
| AAAA | \$0 - \$100 |
| BBBB | \$101 - \$350 |
| CCCC | \$351 - \$750 |
| DDDD | \$751 - \$1,000 |
| EEEE | \$1,000+ |

Issued: April 27, 2004

Effective: May 28, 2004

Case No. 04-0619-TP-ACN

Issued by:

Richard M. Boudria, President
BCN Telecom, Inc.
550 Route 202/206
Bedminster, New Jersey 07921

4. RATES AND CHARGES (Cont'd)4.3. Dedicated Inbound Usage Rates4.3.1. International Service

4.3.1.A. International Service dedicated inbound is billed at thirty (30) second initial period and six (6) second additional periods.

4.3.1.B. Customers subscribing to this package may participate in the Company's Directory Listing. Should the Customer elect this option, the Customer will incur a recurring monthly charge of \$16.50. Customers in Plan C will be charged a nonrecurring charge of \$1.00. Plan D Customers will be charged a nonrecurring charge of \$2.00. Plan E Customers will be charged a nonrecurring charge of \$3.00.

BUSINESS DAY
EVENING/NIGHT/WEEKEND

| Mileage | Plan A | Plan B | Plan C | Plan D | Plan E |
|-----------|--------|--------|--------|--------|--------|
| Flat Rate | 0.0907 | 0.0852 | 0.0813 | 0.0779 | 0.0715 |

Rate Plan is determined by the monthly charges as follows:

| PLAN | MONTHLY CHARGE |
|------|-----------------|
| A | \$0 - \$100 |
| B | \$101 - \$350 |
| C | \$351 - \$750 |
| D | \$751 - \$1,000 |
| E | \$1,000+ |

Issued: April 27, 2004
Case No. 04-0619-TP-ACN

Effective: May 28, 2004

Issued by: Richard M. Boudria, President
BCN Telecom, Inc.
550 Route 202/206
Bedminster, New Jersey 07921

4. RATES AND CHARGES (Cont'd)4.3. Dedicated Inbound Usage Rates (Cont'd)4.3.2. Bottomline Service

4.3.2.A. Bottomline dedicated inbound is billed at eighteen (18) second initial period and six (6) second additional periods.

4.3.2.B. Customers will incur a non-recurring charge of \$8.25.

4.3.2.C. Customers subscribing to this package may participate in the Company's Directory Listing. Should the Customer elect this option, the Customer will incur a recurring monthly charge of \$16.50.

4.3.2.D. In addition, Customers will incur a non-recurring DNIS charge of \$220.00.

BUSINESS DAY
EVENING/NIGHT/WEEKEND

| Mileage | Plan AA | Plan BB | Plan CC | Plan DD | Plan EE |
|-----------|---------|---------|---------|---------|---------|
| Flat Rate | 0.0756 | 0.0718 | 0.0681 | 0.0653 | 0.0597 |

Rate Plan is determined by the monthly charges as follows:

| PLAN | MONTHLY CHARGE |
|------|-----------------|
| AA | \$0 - \$100 |
| BB | \$101 - \$350 |
| CC | \$351 - \$750 |
| DD | \$751 - \$1,000 |
| EE | \$1,000+ |

Issued: April 27, 2004
Case No. 04-0619-TP-ACN

Effective: May 28, 2004

Issued by: Richard M. Boudria, President
BCN Telecom, Inc.
550 Route 202/206
Bedminster, New Jersey 07921

4. RATES AND CHARGES (Cont'd)

4.3. Dedicated Inbound Usage Rates (Cont'd)

4.3.3. Value Service

4.3.3.A. Value dedicated inbound is billed at eighteen (18) second initial period and six (6) second additional periods.

4.3.3.B. Customers will incur a monthly recurring charge of \$8.80.

4.3.3.C. Customers subscribing to this package may participate in the Company's Directory Listing. Should the Customer elect this option, the Customer will incur a recurring monthly charge of \$16.50.

4.3.3.D. In addition, Customers will incur a non-recurring DNIS charge of \$220.00.

BUSINESS DAY
EVENING/NIGHT/WEEKEND

| Mileage | Plan AAA | Plan BBB | Plan CCC | Plan DDD | Plan EEE |
|-----------|----------|----------|----------|----------|----------|
| Flat Rate | 0.1100 | 0.0990 | 0.0880 | 0.0825 | 0.0770 |

Rate Plan is determined by the monthly charges as follows:

| PLAN | MONTHLY CHARGE |
|------|-----------------|
| AAA | \$0 - \$100 |
| BBB | \$101 - \$350 |
| CCC | \$351 - \$750 |
| DDD | \$751 - \$1,000 |
| EEE | \$1,000+ |

Issued: April 27, 2004
Case No. 04-0619-TP-ACN

Effective: May 28, 2004

Issued by: Richard M. Boudria, President
BCN Telecom, Inc.
550 Route 202/206
Bedminster, New Jersey 07921

4. RATES AND CHARGES (Cont.)4.3. Dedicated Inbound Usage Rates4.3.4 Premium Service

4.3.4.A. Premium dedicated inbound is billed at eighteen (18) second initial period and six (6) second additional periods.

4.3.4.B. Customers incur a \$132.00 monthly recurring charge, along with a \$528.00 non-recurring charge. The Company will waive the non-recurring charge of \$528.00 should the Customer remain with the Company for a minimum of twelve (12) months.

DAY

| Mileage | Plan AAAA | Plan BBBB | Plan CCCC | Plan DDDD | Plan EEEE |
|-----------|-----------|-----------|-----------|-----------|-----------|
| 0-55 | 0.1072 | 0.0965 | 0.0858 | 0.0750 | 0.0697 |
| 56-292 | 0.1072 | 0.0965 | 0.0858 | 0.0750 | 0.0697 |
| 293-430 | 0.1249 | 0.1124 | 0.0999 | 0.0874 | 0.0812 |
| 431-925 | 0.1364 | 0.1228 | 0.1091 | 0.0955 | 0.0887 |
| 926-1910 | 0.1457 | 0.1311 | 0.1166 | 0.1020 | 0.0947 |
| 1911-3000 | 0.1530 | 0.1377 | 0.1224 | 0.1071 | 0.0995 |
| 3001-4250 | 0.1655 | 0.1490 | 0.1324 | 0.1159 | 0.1076 |
| 4251-5750 | 0.1717 | 0.1545 | 0.1374 | 0.1202 | 0.1116 |

Issued: April 27, 2004
Case No. 04-0619-TP-ACN

Effective: May 28, 2004

Issued by: Richard M. Boudria, President
BCN Telecom, Inc.
550 Route 202/206
Bedminster, New Jersey 07921

4. RATES AND CHARGES (Cont'd)4.3. Dedicated Inbound Usage Rates (Cont'd)4.3.4 Premium Service (Cont'd)EVENING

| Mileage | Plan AAAA | Plan BBBB | Plan CCCC | Plan DDDD | Plan EEEE |
|-----------|-----------|-----------|-----------|-----------|-----------|
| 0-55 | 0.0841 | 0.0757 | 0.0673 | 0.0589 | 0.0547 |
| 56-292 | 0.0841 | 0.0757 | 0.0673 | 0.0589 | 0.0547 |
| 293-430 | 0.0977 | 0.0879 | 0.0782 | 0.0684 | 0.0635 |
| 431-925 | 0.1057 | 0.0951 | 0.0846 | 0.0740 | 0.0687 |
| 926-1910 | 0.1136 | 0.1022 | 0.0909 | 0.0795 | 0.0738 |
| 1911-3000 | 0.1193 | 0.1074 | 0.0954 | 0.0835 | 0.0775 |
| 3001-4250 | 0.1283 | 0.1155 | 0.1026 | 0.0898 | 0.0834 |
| 4251-5750 | 0.1329 | 0.1196 | 0.1063 | 0.0930 | 0.0864 |

Issued: April 27, 2004

Effective: May 28, 2004

Case No. 04-0619-TP-ACN

Issued by:

Richard M. Boudria, President
BCN Telecom, Inc.
550 Route 202/206
Bedminster, New Jersey 07921

4. RATES AND CHARGES (Cont'd)4.3. Dedicated Inbound Usage Rates (Cont'd)4.3.4 Premium Service (Cont'd)NIGHT/WEEKEND

| Mileage | Plan AAAA | Plan BBBB | Plan CCCC | Plan DDDD | Plan EEEE |
|-----------|-----------|-----------|-----------|-----------|-----------|
| 0-55 | 0.0773 | 0.0696 | 0.0618 | 0.0541 | 0.0502 |
| 56-292 | 0.0773 | 0.0696 | 0.0618 | 0.0541 | 0.0502 |
| 293-430 | 0.0886 | 0.0797 | 0.0709 | 0.0620 | 0.0576 |
| 431-925 | 0.0966 | 0.0869 | 0.0773 | 0.0676 | 0.0628 |
| 926-1910 | 0.1034 | 0.0931 | 0.0827 | 0.0724 | 0.0672 |
| 1911-3000 | 0.1079 | 0.0971 | 0.0863 | 0.0755 | 0.0701 |
| 3001-4250 | 0.1170 | 0.1053 | 0.0936 | 0.0819 | 0.0761 |
| 4251-5750 | 0.1204 | 0.1084 | 0.0963 | 0.0843 | 0.0783 |

Issued: April 27, 2004

Effective: May 28, 2004

Case No. 04-0619-TP-ACN

Issued by:

Richard M. Boudria, President
BCN Telecom, Inc.
550 Route 202/206
Bedminster, New Jersey 07921

4. RATES AND CHARGES (Cont'd)4.3. Dedicated Inbound Usage Rates (Cont'd)4.3.4 Premium Service (Cont'd)

Rate Plan is determined by the monthly charges as follows:

| PLAN | MONTHLY CHARGE |
|------|-----------------|
| AAAA | \$0 - \$100 |
| BBBB | \$101 - \$350 |
| CCCC | \$351 - \$750 |
| DDDD | \$751 - \$1,000 |
| EEEE | \$1,000+ |

4. RATES AND CHARGES (Cont'd)4.4. Switched Outbound Usage Rates4.4.1. International Service

4.4.1.A. International Service switched outbound is billed at six (6) second initial period and six (6) second additional periods.

BUSINESS DAY
EVENING/NIGHT/WEEKEND

| Mileage | Plan A | Plan B | Plan C | Plan D | Plan E |
|-----------|--------|--------|--------|--------|--------|
| Flat Rate | 0.1390 | 0.1305 | 0.1246 | 0.1194 | 0.1096 |

Rate Plan is determined by the monthly charges as follows:

| PLAN | MONTHLY CHARGE |
|------|-----------------|
| A | \$0 - \$100 |
| B | \$101 - \$350 |
| C | \$351 - \$750 |
| D | \$751 - \$1,000 |
| E | \$1,000 + |

Issued: April 27, 2004

Effective: May 28, 2004

Case No. 04-0619-TP-ACN

Issued by:

Richard M. Boudria, President
BCN Telecom, Inc.
550 Route 202/206
Bedminster, New Jersey 07921

4. RATES AND CHARGES (Cont'd)4.4. Switched Outbound Usage Rates (Cont'd)4.4.2. Bottomline Service

4.4.2.A. Bottomline switched outbound is billed at eighteen (18) second initial period and six (6) second additional periods.

BUSINESS DAY
EVENING/NIGHT/WEEKEND

| Mileage | Plan AA | Plan BB | Plan CC | Plan DD | Plan EE |
|-----------|---------|---------|---------|---------|---------|
| Flat Rate | 0.1394 | 0.1309 | 0.1241 | 0.1190 | 0.1088 |

Rate Plan is determined by the monthly charges as follows:

| PLAN | MONTHLY CHARGE |
|------|-----------------|
| AA | \$0 - \$100 |
| BB | \$101 - \$350 |
| CC | \$351 - \$750 |
| DD | \$751 - \$1,000 |
| EE | \$1,000+ |

Issued: April 27, 2004
Case No. 04-0619-TP-ACN

Effective: May 28, 2004

Issued by: Richard M. Boudria, President
BCN Telecom, Inc.
550 Route 202/206
Bedminster, New Jersey 07921

4. RATES AND CHARGES (Cont'd)4.4. Switched Outbound Usage Rates (Cont'd)4.4.3. Value Service

4.4.3.A. Value switched outbound is billed at eighteen (18) second initial period and six (6) second additional periods.

BUSINESS DAY
EVENING/NIGHT/WEEKEND

| Mileage | Plan AAA | Plan BBB | Plan CCC | Plan DDD | Plan EEE |
|-----------|----------|----------|----------|----------|----------|
| Flat Rate | 0.1838 | 0.1654 | 0.1470 | 0.1287 | 0.1195 |

Rate Plan is determined by the monthly charges as follows:

| PLAN | MONTHLY CHARGE |
|------|-----------------|
| AAA | \$0 - \$100 |
| BBB | \$101 - \$350 |
| CCC | \$351 - \$750 |
| DDD | \$751 - \$1,000 |
| EEE | \$1,000+ |

Issued: April 27, 2004
Case No. 04-0619-TP-ACN

Effective: May 28, 2004

Issued by: Richard M. Boudria, President
BCN Telecom, Inc.
550 Route 202/206
Bedminster, New Jersey 07921

4. RATES AND CHARGES (Cont.)4.4. Switched Outbound Usage Rates (Cont'd)4.4.4. Premium Service

4.4.4.A. Premium switched outbound is billed at eighteen (18) second initial period and six (6) second additional periods.

4.4.4.B. Customers incur a monthly recurring charge of \$22.00.

DAY

| Mileage | Plan AAAA | Plan BBBB | Plan CCCC | Plan DDDD | Plan EEEE |
|-----------|-----------|-----------|-----------|-----------|-----------|
| 0-55 | 0.1678 | 0.1510 | 0.1342 | 0.1175 | 0.1091 |
| 56-292 | 0.1678 | 0.1510 | 0.1342 | 0.1175 | 0.1091 |
| 293-430 | 0.1906 | 0.1715 | 0.1525 | 0.1334 | 0.1239 |
| 431-925 | 0.2033 | 0.1830 | 0.1626 | 0.1423 | 0.1321 |
| 926-1910 | 0.2160 | 0.1944 | 0.1728 | 0.1512 | 0.1404 |
| 1911-3000 | 0.2249 | 0.2024 | 0.1799 | 0.1574 | 0.1462 |
| 3001-4250 | 0.2150 | 0.1935 | 0.1720 | 0.1505 | 0.1398 |
| 4251-5750 | 0.2478 | 0.2230 | 0.1982 | 0.1735 | 0.1611 |

Issued: April 27, 2004

Effective: May 28, 2004

Case No. 04-0619-TP-ACN

Issued by:

Richard M. Boudria, President
BCN Telecom, Inc.
550 Route 202/206
Bedminster, New Jersey 07921

4. RATES AND CHARGES (Cont'd)4.4.. Switched Outbound Usage Rates (Cont'd)4.4.4. Premium Service (Cont'd)EVENING

| Mileage | Plan AAAA | Plan BBBB | Plan CCCC | Plan DDDD | Plan EEEE |
|-----------|-----------|-----------|-----------|-----------|-----------|
| 0-55 | 0.1401 | 0.1261 | 0.1121 | 0.0981 | 0.0911 |
| 56-292 | 0.1401 | 0.1261 | 0.1121 | 0.0981 | 0.0911 |
| 293-430 | 0.1581 | 0.1423 | 0.1265 | 0.1107 | 0.1028 |
| 431-925 | 0.1705 | 0.1535 | 0.1364 | 0.1194 | 0.1108 |
| 926-1910 | 0.1816 | 0.1634 | 0.1453 | 0.1271 | 0.1180 |
| 1911-3000 | 0.1872 | 0.1685 | 0.1498 | 0.1310 | 0.1217 |
| 3001-4250 | 0.2010 | 0.1809 | 0.1608 | 0.1407 | 0.1307 |
| 4251-5750 | 0.2066 | 0.1859 | 0.1653 | 0.1446 | 0.1343 |

Issued: April 27, 2004
Case No. 04-0619-TP-ACN

Effective: May 28, 2004

Issued by: Richard M. Boudria, President
BCN Telecom, Inc.
550 Route 202/206
Bedminster, New Jersey 07921

4. RATES AND CHARGES (Cont'd)4.4.. Switched Outbound Usage Rates (Cont'd)4.4.4. Premium Service (Cont'd)NIGHT/WEEKEND

| Mileage | Plan AAAA | Plan BBBB | Plan CCCC | Plan DDDD | Plan EEEE |
|-----------|-----------|-----------|-----------|-----------|-----------|
| 0-55 | 0.1220 | 0.1098 | 0.0976 | 0.0854 | 0.0793 |
| 56-292 | 0.1220 | 0.1098 | 0.0976 | 0.0854 | 0.0793 |
| 293-430 | 0.1373 | 0.1236 | 0.1098 | 0.0961 | 0.0892 |
| 431-925 | 0.1470 | 0.1323 | 0.1176 | 0.1029 | 0.0956 |
| 926-1910 | 0.1567 | 0.1410 | 0.1254 | 0.1097 | 0.1019 |
| 1911-3000 | 0.1622 | 0.1460 | 0.1298 | 0.1135 | 0.1054 |
| 3001-4250 | 0.1733 | 0.1560 | 0.1386 | 0.1213 | 0.1126 |
| 4251-5750 | 0.1789 | 0.1610 | 0.1431 | 0.1252 | 0.1163 |

Rate Plan is determined by the monthly charges as follows:

| PLAN | MONTHLY CHARGE |
|------|-----------------|
| AAAA | \$0 - \$100 |
| BBBB | \$101 - \$350 |
| CCCC | \$351 - \$750 |
| DDDD | \$751 - \$1,000 |
| EEEE | \$1,000+ |

Issued: April 27, 2004
Case No. 04-0619-TP-ACN

Effective: May 28, 2004

Issued by: Richard M. Boudria, President
BCN Telecom, Inc.
550 Route 202/206
Bedminster, New Jersey 07921

4. RATES AND CHARGES (Cont'd)4.5. Dedicated Outbound Usage Rates4.5.1. International Service

4.5.1.A. International Service dedicated outbound is billed at six (6) second initial period and six (6) second additional periods.

BUSINESS DAY
EVENING/NIGHT/WEEKEND

| Mileage | Plan A | Plan B | Plan C | Plan D | Plan E |
|-----------|--------|--------|--------|--------|--------|
| Flat Rate | 0.0907 | 0.0852 | 0.0813 | 0.0779 | 0.0715 |

Rate Plan is determined by the monthly charges as follows:

| PLAN | MONTHLY CHARGE |
|------|-----------------|
| A | \$0 - \$100 |
| B | \$101 - \$350 |
| C | \$351 - \$750 |
| D | \$751 - \$1,000 |
| E | \$1,000+ |

Issued: April 27, 2004

Effective: May 28, 2004

Case No. 04-0619-TP-ACN

Issued by:

Richard M. Boudria, President
BCN Telecom, Inc.
550 Route 202/206
Bedminster, New Jersey 07921

4. RATES AND CHARGES (Cont.)4.5. Dedicated Outbound Usage Rates (Cont'd)4.5.2. Bottomline Service

4.5.2.A. Bottomline dedicated outbound is billed at eighteen (18) second initial period and six (6) second additional periods.

BUSINESS DAY
EVENING/NIGHT/WEEKEND

| Mileage | Plan AA | Plan BB | Plan CC | Plan DD | Plan EE |
|-----------|---------|---------|---------|---------|---------|
| Flat Rate | 0.0756 | 0.0718 | 0.0681 | 0.0653 | 0.0597 |

Rate Plan is determined by the monthly charges as follows:

| PLAN | MONTHLY CHARGE |
|------|-----------------|
| AA | \$0 - \$100 |
| BB | \$101 - \$350 |
| CC | \$351 - \$750 |
| DD | \$751 - \$1,000 |
| EE | \$1,000+ |

Issued: April 27, 2004

Effective: May 28, 2004

Case No. 04-0619-TP-ACN

Issued by:

Richard M. Boudria, President
BCN Telecom, Inc.
550 Route 202/206
Bedminster, New Jersey 07921

4. RATES AND CHARGES (Cont.)4.5. Dedicated Outbound Usage Rates (Cont'd)4.5.3. VALUE SERVICE

4.5.3.A. Value dedicated outbound is billed at eighteen (18) second initial period and six (6) second additional periods.

BUSINESS DAY
EVENING/NIGHT/WEEKEND

| Mileage | Plan AAA | Plan BBB | Plan CCC | Plan DDD | Plan EEE |
|-----------|----------|----------|----------|----------|----------|
| Flat Rate | 0.1033 | 0.0930 | 0.0826 | 0.0775 | 0.0723 |

Rate Plan is determined by the monthly charges as follows:

| PLAN | MONTHLY CHARGE |
|------|-----------------|
| AAA | \$0 - \$100 |
| BBB | \$101 - \$350 |
| CCC | \$351 - \$750 |
| DDD | \$751 - \$1,000 |
| EEE | \$1,000 + |

Issued: April 27, 2004

Effective: May 28, 2004

Case No. 04-0619-TP-ACN

Issued by:

Richard M. Boudria, President
BCN Telecom, Inc.
550 Route 202/206
Bedminster, New Jersey 07921

4. RATES AND CHARGES (Cont.)4.5. Dedicated Outbound Usage Rates4.5.4 Premium Service

4.5.4.A. Premium Rate dedicated outbound is billed at eighteen (18) second initial period and six (6) second additional periods.

4.5.4.B. Customers incur a \$132.00 monthly recurring charge, along with a \$528.00 non-recurring charge. The Company will waive the non-recurring charge of \$528.00 should the Customer remain with the Company for a minimum of twelve (12) months.

DAY

| Mileage | Plan AAAA | Plan BBBB | Plan CCCC | Plan DDDD | Plan EEEE |
|-----------|-----------|-----------|-----------|-----------|-----------|
| 0-55 | 0.1072 | 0.0965 | 0.0858 | 0.0750 | 0.0697 |
| 56-292 | 0.1072 | 0.0965 | 0.0858 | 0.0750 | 0.0697 |
| 293-430 | 0.1249 | 0.1124 | 0.0999 | 0.0874 | 0.0812 |
| 431-925 | 0.1364 | 0.1228 | 0.1091 | 0.0955 | 0.0887 |
| 926-1910 | 0.1457 | 0.1311 | 0.1166 | 0.1020 | 0.0947 |
| 1911-3000 | 0.1530 | 0.1377 | 0.1224 | 0.1071 | 0.0995 |
| 3001-4250 | 0.1655 | 0.1490 | 0.1324 | 0.1159 | 0.1076 |
| 4251-5750 | 0.1717 | 0.1545 | 0.1374 | 0.1202 | 0.1116 |

Issued: April 27, 2004

Effective: May 28, 2004

Case No. 04-0619-TP-ACN

Issued by:

Richard M. Boudria, President
BCN Telecom, Inc.
550 Route 202/206
Bedminster, New Jersey 07921

4. RATES AND CHARGES (Cont'd)4.5. Dedicated Outbound Usage Rates (Cont'd)4.5.4 Premium Service (Cont'd)EVENING

| Mileage | Plan AAAA | Plan BBBB | Plan CCCC | Plan DDDD | Plan EEEE |
|-----------|-----------|-----------|-----------|-----------|-----------|
| 0-55 | 0.0841 | 0.0757 | 0.0673 | 0.0589 | 0.0547 |
| 56-292 | 0.0841 | 0.0757 | 0.0673 | 0.0589 | 0.0547 |
| 293-430 | 0.0977 | 0.0879 | 0.0782 | 0.0684 | 0.0635 |
| 431-925 | 0.1057 | 0.0951 | 0.0846 | 0.0740 | 0.0687 |
| 926-1910 | 0.1136 | 0.1022 | 0.0909 | 0.0795 | 0.0738 |
| 1911-3000 | 0.1193 | 0.1074 | 0.0954 | 0.0835 | 0.0775 |
| 3001-4250 | 0.1283 | 0.1155 | 0.1026 | 0.0898 | 0.0834 |
| 4251-5750 | 0.1329 | 0.1196 | 0.1063 | 0.0930 | 0.0864 |

Issued: April 27, 2004

Effective: May 28, 2004

Case No. 04-0619-TP-ACN

Issued by:

Richard M. Boudria, President
 BCN Telecom, Inc.
 550 Route 202/206
 Bedminster, New Jersey 07921

4. RATES AND CHARGES (Cont'd)4.5. Dedicated Outbound Usage Rates (Cont'd)4.5.4 Premium Service (Cont'd)NIGHT/WEEKEND

| Mileage | Plan AAAA | Plan BBBB | Plan CCCC | Plan DDDD | Plan EEEE |
|-----------|-----------|-----------|-----------|-----------|-----------|
| 0-55 | 0.0773 | 0.0696 | 0.0618 | 0.0541 | 0.0502 |
| 56-292 | 0.0773 | 0.0696 | 0.0618 | 0.0541 | 0.0502 |
| 293-430 | 0.0886 | 0.0797 | 0.0709 | 0.0620 | 0.0576 |
| 431-925 | 0.0966 | 0.0869 | 0.0773 | 0.0676 | 0.0628 |
| 926-1910 | 0.1034 | 0.0931 | 0.0827 | 0.0724 | 0.0672 |
| 1911-3000 | 0.1079 | 0.0971 | 0.0863 | 0.0755 | 0.0701 |
| 3001-4250 | 0.1170 | 0.1053 | 0.0936 | 0.0819 | 0.0761 |
| 4251-5750 | 0.1204 | 0.1084 | 0.0963 | 0.0843 | 0.0783 |

Issued: April 27, 2004

Effective: May 28, 2004

Case No. 04-0619-TP-ACN

Issued by:

Richard M. Boudria, President
BCN Telecom, Inc.
550 Route 202/206
Bedminster, New Jersey 07921

4. RATES AND CHARGES (Cont'd)4.5. Dedicated Outbound Usage Rates (Cont'd)4.5.4 Premium Service (Cont'd)

Rate Plan is determined by the monthly charges as follows:

| PLAN | MONTHLY CHARGE |
|------|-----------------|
| AAAA | \$0 - \$100 |
| BBBB | \$101 - \$350 |
| CCCC | \$351 - \$750 |
| DDDD | \$751 - \$1,000 |
| EEEE | \$1,000+ |

4. RATES AND CHARGES (Cont'd)4.6. Calling Card Usage Rates4.6.1. International Service

4.6.1.A. International Service Calling Card is billed at six (6) second initial period and six (6) second additional periods.

BUSINESS DAY
EVENING/NIGHT/WEEKEND

| Mileage | Plan A | Plan B | Plan C | Plan D | Plan E |
|-----------|--------|--------|--------|--------|--------|
| Flat Rate | 0.1950 | 0.1950 | 0.1950 | 0.1950 | 0.1950 |

Rate Plan is determined by the monthly charges as follows:

| PLAN | MONTHLY CHARGE |
|------|-----------------|
| A | \$0 - \$100 |
| B | \$101 - \$350 |
| C | \$351 - \$750 |
| D | \$751 - \$1,000 |
| E | \$1,000+ |

Issued: April 27, 2004
Case No. 04-0619-TP-ACN

Effective: May 28, 2004

Issued by: Richard M. Boudria, President
BCN Telecom, Inc.
550 Route 202/206
Bedminster, New Jersey 07921

4. RATES AND CHARGES (Cont.)4.6. Calling Card Usage Rates (Cont'd)4.6.2. Bottomline Service

4.6.2.A. Bottomline Calling Card is billed at eighteen (18) second initial period and six (6) second additional periods.

BUSINESS DAY
EVENING/NIGHT/WEEKEND

| | Plan AA | Plan BB | Plan CC | Plan DD | Plan EE |
|-------------|----------------|----------------|----------------|----------------|----------------|
| Flat Rate | 0.2500 | 0.2300 | 0.2000 | 0.1950 | 0.1800 |
| Bong Charge | 0.2500 | 0.2000 | 0.01500 | 0.1000 | 0.0000 |

Rate Plan is determined by the monthly charges as follows:

| PLAN | MONTHLY CHARGE |
|-------------|-----------------------|
| AA | \$0 - \$100 |
| BB | \$101 - \$350 |
| CC | \$351 - \$750 |
| DD | \$751 - \$1,000 |
| EE | \$1,000+ |

Issued: April 27, 2004

Effective: May 28, 2004

Case No. 04-0619-TP-ACN

Issued by:

Richard M. Boudria, President
BCN Telecom, Inc.
550 Route 202/206
Bedminster, New Jersey 07921

4. RATES AND CHARGES (Cont.)4.6. Calling Card Usage Rates (Cont'd)4.6.3. Value Service

4.6.3.A. Value Calling Card is billed at eighteen (18) second initial period and six (6) second additional periods.

BUSINESS DAY
EVENING/NIGHT/WEEKEND

| | Plan AAA | Plan BBB | Plan CCC | Plan DDD | Plan EEE |
|-------------|-----------------|-----------------|-----------------|-----------------|-----------------|
| Flat Rate | 0.2049 | 0.1844 | 0.1639 | 0.1434 | 0.1332 |
| Bong Charge | 0.5000 | 0.4500 | 0.4000 | 0.3500 | 0.3000 |

Rate Plan is determined by the monthly charges as follows:

| PLAN | MONTHLY CHARGE |
|-------------|-----------------------|
| AAA | \$0 - \$100 |
| BBB | \$101 - \$350 |
| CCC | \$351 - \$750 |
| DDD | \$751 - \$1,000 |
| EEE | \$1,000+ |

Issued: April 27, 2004

Effective: May 28, 2004

Case No. 04-0619-TP-ACN

Issued by:

Richard M. Boudria, President
BCN Telecom, Inc.
550 Route 202/206
Bedminster, New Jersey 07921

4.7. Special Promotional Offering

- 4.7.1. The Company may from time to time engage in Special Promotional Offerings or Trial Service Offerings limited to certain dates, times or locations designed to attract new subscribers or increase subscriber usage when approved by Commission. Company will not have special promotional offerings for more than 90 days in any 12 month period. In all such cases, the rates charged will not exceed those specified in Section 4 hereof.

4.8. Emergency Calls

- 4.8.1. Customer shall configure its PBX or other switch vehicle from which a customer places a call so that 911 emergency calls, where available, and similar emergency calls will be automatically routed to the emergency answering point for the geographical location where the call originated without the intervention of Company.

4.9. Payphone Use Service Charge

- 4.9.1. A Payphone Use Service Charge applies to each completed interLATA and intraLATA non-sent paid message made over a pay phone owned by a utility or Customer Owned Pay Telephone (COPT) Service. This includes calling card service, collect calls, calls billed to a third number, completed calls to Directory Assistance and Prepaid Card Service calls. This charge is collected on behalf of the pay phone owner. All Customers will pay the Company a per call service charge of \$.30.

5. GRANDFATHERED SERVICES

(N)

FORMER SERVICES OF MARATHON COMMUNICATIONS CORPORATION5.1. Description of Services Offered

LDMTS (Long Distance Message Telecommunications Service) - Direct dialed, intra-state, Inter-LATA service furnished for the transmission of voice communications but may also be used for data, facsimile, signaling, metering, or other similar communications, subject to the transmission capabilities of the service. LDMTS is available twenty-four hours a day, seven days a week.

OUTBOUND 1+ - Outbound 1+ is an outbound telecommunications service which permits a Subscriber to establish a communications path between two stations by using uniform dialing plans. Subscribers establishing a telecommunications path originating in Canada or Mexico must have one or more locations in the United States. Subscriber stations are connected by access lines to designated Central Offices. Subscriber network service is accessible through either local exchange service access lines or 1.544 Mbps Terrestrial Digital Service Local Channels or equivalent for access to the Carrier Central Office from the Subscriber premises. All charges for this service are borne by the originating Subscriber.

INBOUND 800 - Inbound 800 is a telecommunications service which permits inward calling from diverse stations in the Subscriber's selected geographical service areas to stations associated with the access line into the end-user's premises in the U.S. Mainland or Hawaii. Service areas represent broad geographical areas which encompass specific locations to which the end-user subscribes. Within the Service areas selected by the end-user, calls are completed without any charge to the caller. All charges associated with this service are borne by the terminating subscriber.

CALLING CARD - This is a service based on the remote access feature of the Marathon network. From a point of origination, a Subscriber dials a unique 800 number which gives the Subscriber access to the carrier network. The Subscriber then enters a unique authorization code which allows the dialing of the desired number to network stations. The rates for the Marathon network portion of calls are the rates for network service as specified in this Price List.

(N)

5. GRANDFATHERED SERVICES (Cont.)

5.2. RATES - There are five major factors effecting the long distance rate: calling periods, billing increments, distance, special locations, and service selected.

5.3. CALLING PERIODS - Marathon offers two calling period options.

5.3.1. Flat Rate Period - Flat rate envisions a single rate for a call. The rate is not time of day, day of week or holiday sensitive; one rate for all times. This rate period is used by the Outbound I +, Inbound 800, Calling Card and Cellular Long Distance Marathon plans.

| | Mon | Tue | Wed | Thu | Fri | Sat | Sun |
|--|------------------------|-----|-----|-----|-----|-----|-----|
| 7:00 am to *7:00 pm 7:00 pm to *7:00 am *To, but not inclusive | ONE RATE PERIOD | | | | | | |

5.3.2. Peak and Off Peak Periods - Peak and Off-Peak rate periods may apply to MARATHON network usage. The rates apply for all days of the week including holidays. The Peak rate period is from 7:00 a.m. up to, but not including, 7:00 p.m. local time Monday through Friday and from 5:00 PM up to, but not including, midnight local time on Sunday. The Off-Peak rate period is from 7:00 p.m. up to, but not including, 7:00 a.m. local time Monday through Friday, all day Saturday, and up to, but not including, 5:00 p.m. on Sunday. For New Year's Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day the Off-Peak rates apply.

| | Mon | Tue | Wed | Thu | Fri | Sat | Sun |
|---------------------------|-----------------------------|-----|-----|-----|-----|-----|-----------------------------------|
| 7:00 am to *7:00 pm | PEAK RATE PERIOD | | | | | | |
| 7:00 pm to *7:00 am | OFF-PEAK RATE PERIOD | | | | | | Peak Rate Period** |

*To, but not inclusive

** 5:00 pm to midnight

Issued: May 9, 2007
Case No. 07-573-TP-CIO

Effective: May 10, 2007

Issued by: Richard M. Boudria, President
BCN Telecom, Inc.
550 Route 202/206
Bedminster, New Jersey 07921

(N)

(N)

- 5.4. **BILLING INCREMENTS** - Marathon Billing Increments are applicable to all Marathon Programs. They consist of an initial minimum increment and additional increments. If the phone is picked up off the hook, at the termination number, even for 3 seconds, the minimum increment is charged. There after, additional time is charge in the units noted, rounded to the higher increment, (i.e.) An Inter-state call of 12 seconds is billed the initial increment: 30 seconds. A 42 second call is billed the initial increment of 30 seconds and 2 additional increments of 6 seconds for a total of 42 seconds.

| Type/Access | Outbound 1+ | Inbound 800 | Calling Card |
|----------------------|--------------|--------------|--------------|
| Residential Switched | 1 Min/1 Min | 1 Min/1 Min | 1 Min/1 Min |
| Business Switched | 30 Sec/6 Sec | 30 Sec/6 Sec | 1 Min/1 Min |
| Dedicated | 30 Sec/6 Sec | 30 Sec/6 Sec | 1 Min/1 Min |

- 5.5. **DISTANCE** - Marathon does not differentiate the effect of distance upon charges for any of its rating plans.

- 5.5.1. **Flat Rates** - In flat rate costing there is no impact of distance upon the rate. It cost the same to call 10 miles as to call 1250 miles. Flat rate costing is used by Marathon in all plans.

Intra-state Bands:

| Band | Distance |
|------|--|
| 1 | Point of origin to boundary of resident LATA |
| 2 | Boundary of resident LATA to resident state boundary |

- 5.6. **SERVICE SELECTION** - Marathon's many services vary widely in capability and features. Each service Outbound I +, Inbound 800, and Calling Card are unique and uniquely rated.

5.7. CHARGES AND RATES

5.7.1. This section sets forth the charges and rates applicable to the Company's services. The rates are applicable to domestic Intra-state, domestic Inter-state, and international calls. All charges and rates are expressed in US dollars. There is a minimum charge for each call, with additional periods billed in increments as noted in paragraph 4.2 and elsewhere in this Price List. Timing on completed calls begins when the call is answered by the called party. Timing terminates on all calls when the calling party goes to the on-hook mode. The charge for an LDMTD call is based on such factors as: (1) the distance between the rate centers of the originating (calling) station and the terminating (called) station; (2) the time of day and the day of the week when the call takes place; (3) the duration of the call; (4) the class of service; and (5) other line or service charges that may apply. The specific factors which apply to a given LDMTS call are listed in the rate section applicable to the service.

5.7.2. **Charges:** The breakdown below specifies the billable amount for the various services and features listed:

| Directory Assistance | Charge | Type |
|-------------------------------|-----------------|-----------------|
| Intra-state | \$.75 / call | Non-reoccurring |
| Calling Card Surcharge | | |
| Intra-state | \$.60 / call | Non-reoccurring |
| Service Charges | | |
| 800 Service Charge | \$4.95 / month | Reoccurring |
| Residential Service | \$2.95 / month | Reoccurring |
| Business Service | \$4.95 / month | Reoccurring |
| 800 Directory | \$25.00 / month | Reoccurring |
| COC Charge per port | \$3.50 / month | Reoccurring |
| EFC Charge per port | \$6.50 / month | Reoccurring |
| T1 installation | \$1,200.00 / T1 | Non-reoccurring |

5.8. **MARATHON'S FLAT RATE, SIMPLICITY PLAN** - Consists of three long distance services which may be tailored and packaged to the unique requirements of the business or residential Subscriber. The selected services are then joined together and billed together. These services may be Switched access or Dedicated access and are billed at flat rates.

5.8.1. **OUTBOUND I +, INTRA-STATE TERMINATION** - These tables apply to Switched and Dedicated Access - Flat Rate Calls originating in Ohio using local exchange and Dedicated Access which are terminating at other stations in Ohio. The originating station is billed at a Flat Rate. The subscriber is either a residential or business subscriber.

| Service | Access | Location | Table | Paragraph |
|--------------|--------------------|-------------|-----------|-----------|
| Outbound I+ | Switched/Dedicated | Intra-state | A1 and A2 | 5.1 |
| Inbound 800 | Switched/Dedicated | Intra-state | B1 and B2 | 5.2 |
| Calling Card | Switched | Intra-state | C1 and C2 | 5.3 |

Table A1; **Switched Access, Outbound I +, Residential and Business**

| Location | | Term Plan | | | | |
|--------------------|------|-----------|-----------|-----------|-----------|-----------|
| Orig | Term | Mo – Mo | 12 Months | 24 Months | 36 Months | 48 Months |
| OH | OH | .095 | .095 | .095 | .095 | .095 |
| Initial/Additional | | 60/60 | 60/60 | 60/60 | 60/60 | 60/60 |

Table A2; **Dedicated Access, Outbound I +, Residential and Business**

| Location | | Term Plan | | | | | | | | | |
|--------------------|------|-----------|-------|-----------|-------|-----------|-------|-----------|-------|-----------|-------|
| Orig | Term | Mo -- Mo | | 12 Months | | 24 Months | | 36 Months | | 48 Months | |
| OH | OH | .0427 | .0085 | .0427 | .0085 | .0427 | .0085 | .0427 | .0085 | .0427 | .0085 |
| Initial/Additional | | 30/6 | | 30/6 | | 30/6 | | 30/6 | | 30/6 | |

- 5.8.2. **INBOUND 800, INTRA-STATE ORIGINATION** - This Table applies to Switched and Dedicated Access Flat Rate. Calls originating in Ohio and terminating in Ohio using local exchange service or T1 Dedicated Access. The Terminating station is billed at a Flat Rate. The Subscriber is residential or business.

Table B1; Switched Access, Inbound 800, Residential and Business

| Location | | Term Plan | | | | |
|--------------------|------|-----------|-----------|-----------|-----------|-----------|
| Orig | Term | Mo – Mo | 12 Months | 24 Months | 36 Months | 48 Months |
| OH | OH | .095 | .095 | .095 | .095 | .095 |
| Initial/Additional | | 60/60 | 60/60 | 60/60 | 60/60 | 60/60 |

Table B2; Dedicated Access, Inbound 800, Residential and Business

| Location | | Term Plan | | | | | | | | | |
|--------------------|------|-----------|-------|-----------|-------|-----------|-------|-----------|-------|-----------|-------|
| Orig | Term | Mo – Mo | | 12 Months | | 24 Months | | 36 Months | | 48 Months | |
| OH | OH | .0427 | .0085 | .0427 | .0085 | .0427 | .0085 | .0427 | .0085 | .0427 | .0085 |
| Initial/Additional | | 30/6 | | 30/6 | | 30/6 | | 30/6 | | 30/6 | |

- 5.8.3. **CALLING CARDS. INTRA-STATE TERMINATION** - This table applies to Switched access for calling cards calls originating in Ohio using local exchange service to activate an 800 number on the MARATHON Network and a prescribed identification number to enter and terminate at any other station in Ohio. The originating cardholder is the billed party. Card may be used by residential or business subscribers.

Table C1; Calling Cards, Residential

| Location | | Term Plan | | | | |
|--------------------|------|-----------|-----------|-----------|-----------|-----------|
| Orig | Term | Mo – Mo | 12 Months | 24 Months | 36 Months | 48 Months |
| OH | OH | .1550 | .1550 | .1550 | .1550 | .1550 |
| Initial/Additional | | 60/60 | 60/60 | 60/60 | 60/60 | 60/60 |

Table C2; Calling Cards, Business

| Location | | Term Plan | | | | |
|--------------------|------|-----------|-----------|-----------|-----------|-----------|
| Orig | Term | Mo – Mo | 12 Months | 24 Months | 36 Months | 48 Months |
| OH | OH | .1650 | .1650 | .1650 | .1650 | .1650 |
| Initial/Additional | | 60/60 | 60/60 | 60/60 | 60/60 | 60/60 |

RATES, TERMS AND CONDITIONS
RELATING TO THE PROVISION OF
LOCAL EXCHANGE SERVICES
& TOLL SERVICES
IN THE STATE OF OHIO

As Approved in Case No. 04-0619-TP-ACN

Effective Date: May 28, 2004

William Mulcahy, Chief Operating Officer
550 Route 202/206
Bedminster, New Jersey 07921

TABLE OF CONTENTS

| | |
|------------------------|----|
| APPLICATION OF TARIFF | 9 |
| EXPLANATION OF SYMBOLS | 10 |
| EXPLANATION OF TERMS | 11 |

SECTION 1

| | |
|--|----|
| 1. LOCAL EXCHANGE REGULATIONS | 1 |
| 1.1 UNDERTAKING OF THE COMPANY | 1 |
| 1.2 TERMS AND CONDITIONS | 1 |
| 1.3 NOTIFICATION OF SERVICE AFFECTING ACTIVITIES | 3 |
| 1.4 PROVISION OF SERVICES | 4 |
| 1.5 LIABILITY OF THE COMPANY | 6 |
| 1.5.1 WITH RESPECT TO EMERGENCY NUMBER 911 SERVICE | 8 |
| 1.5.2 WITH RESPECT TO DIRECTORY LISTINGS | 9 |
| 1.5.3 RESERVED FOR FUTURE USE | 11 |
| 1.6 DIRECTORY LISTINGS | 12 |
| 1.7 INTERRUPTIONS IN SERVICE | 13 |
| 1.7.1 TEMPORARY SUSPENSION FOR MAINTENANCE | 13 |
| 1.7.2 CREDIT ALLOWANCE FOR INTERRUPTIONS | 13 |
| 1.7.3 LIMITATIONS ON CREDIT ALLOWANCES | 14 |

As Approved in Case No. 04-0619-TP-ACN

Effective Date: May 28, 2004

William Mulcahy, Chief Operating Officer
550 Route 202/206
Bedminster, New Jersey 07921

TABLE OF CONTENTS

| | | |
|--------|--|----|
| 1.8 | OBLIGATIONS OF THE CUSTOMER | 15 |
| 1.8.1 | CLAIMS | 16 |
| 1.8.2 | STATION EQUIPMENT | 17 |
| 1.8.3 | INTERCONNECTION OF FACILITIES | 18 |
| 1.8.4 | INSPECTIONS | 19 |
| 1.9 | PAYMENT ARRANGEMENTS | 20 |
| 1.9.1 | TAXES | 20 |
| 1.9.2 | ADVANCE PAYMENTS AND DEPOSITS | 21 |
| 1.9.3 | REFUND OF DEPOSITS | 22 |
| 1.9.4 | INTEREST TO BE PAID ON DEPOSITS | 23 |
| 1.9.5 | BILLS AND COLLECTION OF CHARGES | 23 |
| 1.9.6 | DISPUTED BILLS | 25 |
| 1.10 | DISCONTINUANCE OF SERVICE | 26 |
| 1.10.1 | DISCONTINUANCE OF SERVICE BY THE COMPANY | 26 |
| 1.10.2 | DISCONTINUANCE OF TOLL SERVICE (GENERALLY) | 29 |
| 1.11 | RESTORAL OF SERVICE | 30 |
| 1.12 | TRANSFERS AND ASSIGNMENTS | 31 |
| 1.13 | NOTICES AND COMMUNICATIONS | 31 |
| 1.14 | PROMOTIONAL OFFERS | 32 |

TABLE OF CONTENTS

| | | |
|------|--|----|
| 1.15 | INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS | 32 |
| 1.16 | CUSTOMER SERVICE | 32 |

SECTION TWO

| | | |
|---------|---|----|
| 2. | LOCAL EXCHANGE SERVICE DESCRIPTIONS AND RATES | 1 |
| 2.1 | SERVING AREAS | 2 |
| 2.1.1 | COUNTIES | 2 |
| 2.1.2 | EXCHANGES | 4 |
| 2.2 | FEATURE DESCRIPTIONS | 39 |
| 2.3 | RESOLD CENTREX SERVICE | 43 |
| 2.3.1 | RATES | 44 |
| 2.3.2 | NUMBER RETENTION CHARGE | 44 |
| 2.3.3 | NUMBER RELEASE CHARGE | 44 |
| 2.3.4 | FEATURE PACKAGE | 45 |
| 2.3.4.1 | RATES | 45 |
| 2.4 | RESOLD BUSINESS LINE SERVICE | 46 |
| 2.4.1 | RATES | 47 |
| 2.5 | FEATURES | 48 |

TABLE OF CONTENTS

| | | |
|--------|------------------------------|----|
| 2.6 | SERVICE CONVERSION FEES | 49 |
| 2.6.1 | SERVICE CONVERSION WAIVER | 49 |
| 2.7 | INSTALLATION FEES | 49 |
| 2.8 | DIRECTORY LISTINGS | 50 |
| 2.8.1 | DESCRIPTION | 50 |
| 2.9 | DIRECTORY ASSISTANCE | 52 |
| 2.9.1 | RATES | 52 |
| 2.9.2 | DIRECTORY ASSISTANCE CREDITS | 53 |
| 2.10 | OPERATOR SERVICES | 54 |
| 2.10.1 | GENERAL | 54 |
| 2.11 | RESERVED FOR FUTURE USE | 55 |
| 2.12 | RESERVED FOR FUTURE USE | 60 |
| 2.13 | RESERVED FOR FUTURE USE | 60 |
| 2.14 | TOLL DISCONNECTION | 60 |
| 2.14.1 | DEPICING | 60 |

TABLE OF CONTENTS

| | | |
|------|--------------------------|------|
| 2.15 | CARRIER TO CARRIER RATES | 7960 |
| 2.16 | PROPOSED SERVICE AREA | 61 |

SECTION THREE

| | | |
|-------|------------------------------|---|
| 3. | LOCAL EXCHANGE PRICE LIST | 1 |
| 3.1 | RESOLD CENTREX SERVICE | 1 |
| 3.1.1 | FEATURES | 2 |
| 3.2 | RESOLD BUSINESS LINE SERVICE | 3 |
| 3.2.1 | FEATURES | 5 |
| 3.3 | SERVICE CONVERSION FEES | 6 |
| 3.4 | INSTALLATION FEES | 6 |
| 3.5 | DIRECTORY LISTINGS | 7 |
| 3.6 | DIRECTORY ASSISTANCE | 7 |
| 3.7 | OPERATOR SERVICES | 8 |
| 3.8 | PRESUBSCRIPTION | 8 |
| 3.9 | INSUFFICIENT FUND CHARGE | 8 |
| 3.10 | DEPICING | 9 |

TABLE OF CONTENTS

SECTION FOUR

| | | |
|------|---|----|
| 4. | TOLL SERVICE REGULATIONS | 1 |
| 4.1 | UNDERTAKING OF THE COMPANY | 1 |
| 4.2 | USE OF SERVICE | 2 |
| 4.3 | LIABILITY OF THE COMPANY | 3 |
| 4.4 | RESPONSIBILITIES OF THE CUSTOMER | 4 |
| 4.5 | CANCELLATION OR INTERRUPTION OF SERVICES | 6 |
| 4.6 | CREDIT ALLOWANCE | 8 |
| 4.7 | DEPOSIT | 9 |
| 4.8 | PAYMENT AND BILLING | 9 |
| 4.9 | TAXES | 10 |
| 4.10 | LATE CHARGES | 10 |
| 4.11 | PAYPHONE DIAL AROUND SURCHARGE | 11 |
| 4.12 | PRESUBSCRIBED INTEREXCHANGE CARRIER CHARGE | 11 |
| 4.13 | RETURNED CHECK CHARGE | 11 |
| 4.14 | CUSTOMER COMPLAINTS AND/OR BILLING DISPUTES | 11 |
| 4.15 | SERVICE OFFERINGS | 13 |
| | PRICE LIST | 18 |

As Approved in Case No. 04-0619-TP-ACN

Effective Date: May 28, 2004

William Mulcahy, Chief Operating Officer
550 Route 202/206
Bedminster, New Jersey 07921

BCN Telecom, Inc.
Issue Date: April 27, 2004

Ohio Tariff No. 2
Original Page No. 8

APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of resold and facilities-based local exchange and interexchange service by BCN Telecom, Inc. ("the Company") in the calling areas defined herein.

The provision of local exchange and interexchange services is subject to existing regulations and terms and conditions specified in this tariff and may be revised, added to or supplemented by superseding issues.

As Approved in Case No. 04-0619-TP-ACN

Effective Date: May 28, 2004

William Mulcahy, Chief Operating Officer
550 Route 202/206
Bedminster, New Jersey 07921

EXPLANATION OF SYMBOLS

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

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

As Approved in Case No. 04-0619-TP-ACN

Effective Date: May 28, 2004

William Mulcahy, Chief Operating Officer
550 Route 202/206
Bedminster, New Jersey 07921

EXPLANATION OF TERMS

ADVANCE PAYMENT

A payment that may be required by a local service provider as a means of being compensated for extraordinary expenses, including, but not limited to, special construction costs associated with a particular service installation.

AGENCY

For 911 or E911 service, the government agency(s) designated as having responsibility for the control and staffing of the emergency report center.

AUTHORIZATION CODE

A numerical code assigned to a Customer to enable the Company to identify the origin of the Customer so it may rate and bill the call.

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.

ATTENDANT

An operator of a PBX console or telephone switchboard.

BUILDING

A structure enclosed within exterior walls or fire walls, built, erected and framed of component structural parts and designated for permanent occupancy.

CALL INITIATION

The point in time when the exchange network facility is initially allocated for the establishment of a specific call.

CALL TERMINATION

The point in time when the exchange network facility allocated to a specific call is released for reuse by the network.

As Approved in Case No. 04-0619-TP-ACN

Effective Date: May 28, 2004

William Mulcahy, Chief Operating Officer
550 Route 202/206
Bedminster, New Jersey 07921

EXPLANATION OF TERMS (cont'd)

CENTRAL OFFICE

An operating office of the incumbent local exchange company where connections are made between telephone exchange lines.

CUSTOMER

A person, firm, partnership, limited liability company, corporation, municipality, cooperative association or organization, governmental agency, or other entity receiving telecommunications services.

DEPICING

DePICing service limits the Company's customer's toll access to 101XXXX and 0- dialing until the customer selects a different provider or until the toll service provider requests removal of the dePICing service.

EMERGENCY

A situation that appears to present immediate danger to person or property.

EMERGENCY SERVICE (ENHANCED 911)

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 provided to the primary E911 provider for display at the Public Safety Answering Point (PSAP).

E911 SERVICE AREA

The geographic area in which the government agency will respond to all E911 calls and dispatch appropriate emergency assistance.

As Approved in Case No. 04-0619-TP-ACN

Effective Date: May 28, 2004

William Mulcahy, Chief Operating Officer
550 Route 202/206
Bedminster, New Jersey 07921

EXPLANATION OF TERMS (cont'd)

E911 CUSTOMER

A governmental agency that is the customer of record and is responsible for all negotiations, operations and payment of bills in connection with the provision of E911 service.

ERROR

A discrepancy or unintentional deviation by the Company from what is correct or true. An "error" can also be an omission in records.

EXCHANGE

An area, consisting of one or more central office districts, within which a call between any two points is a local call.

EXCHANGE ACCESS LINE

A central office line furnished for direct or indirect access to the exchange system.

FINAL ACCOUNT

A customer's outstanding charges still owed to the Company.

INVESTIGATIVE OR LAW ENFORCEMENT OFFICER

An officer of the United States, a state or a political subdivision of the United States which is empowered by law to investigate or make arrests for crimes related to communications, or an attorney authorized by law to prosecute those crimes.

EXPLANATION OF TERMS (cont'd)

LAST NUMBER REDIAL

Enables a station line user to redial the last called number by use of an access code rather than dialing the entire number.

LATA

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

LOCAL CALL

A call which is not rated as a long distance call.

LOCAL CALLING AREA

The area, consisting of one or more central office districts, within which a subscriber for exchange service may make telephone calls without a long distance charge.

LOCAL EXCHANGE CARRIER

A company that furnishes exchange telephone service.

LOCAL SERVICE

Telephone exchange service within a local calling area.

MOVE

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

PBX

A private branch exchange.

As Approved in Case No. 04-0619-TP-ACN

Effective Date: May 28, 2004

William Mulcahy, Chief Operating Officer
550 Route 202/206
Bedminster, New Jersey 07921

EXPLANATION OF TERMS (cont'd)

PREPAID ACCOUNT

An inventory of Telecom Units purchased in advance by the Customer, and associated with one and only one Authorization Code as contained in a specific Prepaid Calling Card.

PREPAID CALLING CARD

A card issued by the Company, containing an Authorization Code which identifies a specific Prepaid Account of Telecom Units, which enables calls to be processed, account activity to be logged, and balances to be maintained, on a prepayment basis.

PRESUBSCRIPTION

An arrangement whereby a Customer may select and designate to the Company an Exchange Carrier it wishes to access, without an access code, for completing intraLATA and interLATA toll calls. The selected Exchange Carrier is referred to as the End User's Primary Interexchange Carrier (PIC).

PRIVATE BRANCH EXCHANGE SERVICE

Service providing facilities for connecting central office trunks and tie lines to PBX STATIONS, and for interconnecting PBX station lines by means of a switchboard or dial apparatus.

PROMPT PAYMENT

A customer has paid his bills for service for twelve consecutive months without having had service discontinued for nonpayment of his bill, and without having had more than two occasions on which his bill was not paid by the time specified by the regulations of the utility regarding prompt payment of bills, and the customer is not currently delinquent in the payment of his bills.

RATE CENTER

Company-designated service locations from which service is rendered or rated.

As Approved in Case No. 04-0619-TP-ACN

Effective Date: May 28, 2004

William Mulcahy, Chief Operating Officer
550 Route 202/206
Bedminster, New Jersey 07921

EXPLANATION OF TERMS (cont'd)

RECURRING CHARGES

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

SERVICE COMMENCEMENT DATE

The first day following the date on which the Company notifies the customer that the requested service 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 and this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date.

SERVICE ORDER

The written request for Network Services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

SERVING CENTRAL OFFICE

The central office from which local service is furnished.

SPEED CALLING

Permits a station line user to dial selected numbers by using fewer digits than normally required. This is accomplished through the assignment of abbreviated codes to frequently called numbers. The speed calling list is customer-changeable.

EXPLANATION OF TERMS (cont'd)

TELECOMMUNICATIONS RELAY SERVICE (TRS)

Enables deaf, hard-of-hearing or speech-impaired persons who use a Text Telephone (TT) or similar devices to communicate freely with the hearing population not using TT or vice versa. A customer will be able to access the state provider to complete such calls.

TELECOM UNIT

A measurement of telecommunications service equivalent to one minute of usage.

TELEPHONE CALL

A voice connection between two or more telephone stations through the public switched exchange system.

TERMINATION OF SERVICE

Discontinuance of both incoming and outgoing service.

TOLL BLOCKING

Allows end users to block direct-dialed long distance calls from their telephones.

EXPLANATION OF TERMS (cont'd)

TOLL CALL

Any call extending beyond the local exchange of the originating caller which is rated on a toll schedule by the Company.

UNDERLYING CARRIER

The telecommunications carrier whose network facilities provide the technical capability and capacity necessary for the provision of toll services.

USER

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

1. Local Exchange Service Regulations

1.1 Undertaking of the Company

- A The Company undertakes to provide the services in this tariff on the terms and conditions and at the rates and charges set forth herein. The services in this tariff are provided on a resale basis. Ameritech Ohio is the underlying incumbent local exchange carrier.
- B The Company is responsible under this tariff only for the services provided herein, and it assumes no responsibility for any service provided by any other entity, not including agents of the Company. Customers may use services provided under this tariff to obtain access to services offered by other service providers. However, this does not permit the Company to offer any services it purchased from Ameritech Ohio on a resale basis for resale to other carriers.
- C The Company will provide a toll-free number giving Customers access to service personnel 24 hours per day, 7 days per week.
- D The Company will comply with any applicable quality of service requirements according to Ohio laws and rules.

1.2 Terms and Conditions

- A Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. The Customer will be required to execute any other documents as may be reasonably requested by the Company.

1. Local Exchange Service Regulations (cont'd)

1.2 Terms and Conditions (cont'd)

- B Service is provided for a minimum period of at least one month, 24 hours a day. A month is considered to have thirty days unless otherwise specified. At the expiration of the initial terms specified in each service order, or in any extension thereof, service shall continue on a month to month basis at the then current tarified, month to month rates, unless terminated by the Customer. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- C This tariff shall be interpreted and governed by the laws of the State of Ohio without regard for the State's choice of laws provisions.
- D Another telephone company must not interfere with the right of any person or entity to obtain service directly from the Company.
- E 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.
- F 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.

1. Local Exchange Service Regulations (cont'd)

1.2 Terms and Conditions (cont'd)

- G In response to a subpoena or investigation or other demand issued or authorized by a court or government agency, the Company shall provide customer records and related information without further notice.

1.3 Notification of Service Affecting Activities

- A The Company will provide the Customer reasonable notification of service-affecting activities that may occur in the normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventive 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-affecting activities. The Company will work cooperatively with the Customer to determine 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.

1. Local Exchange Service Regulations (cont'd)

1.4 Provision of Services

- A The Company will make 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 this tariff. The Service installation shall be completed within five business days after a service order is placed. Company will credit in accordance with 4901:1-5-16 for delayed install, missed install or repair appointments and commitments.
- B The Company shall use reasonable efforts to maintain the services that it furnishes to the Customer. The Customer may not rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the services provided by the Company, except upon the written consent of the Company. The Customer may not permit others to rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the services provided by the Company, except upon the written consent of the Company.
- C The furnishing of service under this tariff is subject to the availability of all the necessary facilities.
- D Customer bears all responsibility in the event they utilize equipment not approved or authorized by the Company. Customer shall supply all electrical power and other utilities necessary to operate or use the services provided.

1. Local Exchange Service Regulations (cont'd)

1.4 Provision of Services (cont'd)

E 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 services furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of services offered under this tariff and to the maintenance and operation of such services. Beyond this responsibility, the Company shall not be responsible for:

- (i) the transmission of signals by Customer provided equipment or for the quality of, or defects in such transmission; or
- (ii) the reception of signals by Customer provided equipment; or
- (iii) network control signaling where such signaling is performed by Customer provided network control signaling equipment.

F 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.

1. Local Exchange Service Regulations (cont'd)

1.5 Liability of the Company

- A The liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays or errors, other defects, or representations by the Company, or use of these services or damages arising out of the failure to furnish the service whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth below. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents. The limitation of liability contained herein will be in compliance with the Commission's Minimum Telephone Services Standards and the Service Requirements Form.
- B The Company's liability for willful misconduct, if established as a result of judicial or administrative proceedings, is not limited by this tariff. With respect to any other claim or suit, by a Customer or by any others, for damages associated with the ordering (including the reservation of any specific number for use with a service), installation (including delays thereof), provision, termination, maintenance, repair, interruption or restoration of any service offered under this tariff, and subject to the provisions of Section 1.7.2, the Company's liability, if any, shall be limited as provided herein. The limitation of liability contained herein will be in compliance with the Commission's Minimum Telephone Services Standards and the Service Requirements Form.

1. Local Exchange Service Regulations (cont'd)

1.5 Liability of the Company

- C The Company shall be indemnified, defended and held harmless against any claim, loss or damage arising from the use of service offered under this tariff, involving:
- (i) claims for libel, slander, invasions of privacy or infringement of copyright arising from any communication;
 - (ii) claims for patent infringement arising from combining or using the service furnished by the Company in connection with facilities or equipment furnished by others; or
 - (iii) claims for loss of profit; or
 - (iv) all other claims arising out of any act or omission of others in the course of using services provided pursuant to this tariff.
- D The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as its agent, to the Company's exchange access lines. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Company personnel, or the quality of service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the company may, upon written notice, terminate the Customer's service without liability.

1. Local Exchange Service Regulations (cont'd)

1.5 Liability of the Company

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

1.5.1 With Respect to Emergency Number 911 Service

A This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person for any personal injury to or death of any person or persons and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or defects in the provision of this service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any equipment and facilities furnishing this service.

1. Local Exchange Service Regulations (cont'd)

1.5 Liability of the Company

1.5.2 With Respect to Directory Listings

A In the absence of gross negligence or willful misconduct, and except for any allowances stated below, no liability for damages arising from errors or mistakes in or omissions of any directory listings, or errors or mistakes in or omissions of listings obtainable from the directory assistance operator, including errors in the reporting thereof, shall attach to the Company.

B An allowance for errors or mistakes in or omissions of any published directory listings or for errors or mistakes in or omissions of listings obtainable from the directory assistance operator shall be given as follows:

(i) Free Listings: For free or non-charged published directory listings credit shall be given at the rate of three (3) times the monthly local service charge for an additional or charge listing affected for the life of the directory or the charge period during which the error, mistake or omission occurs.

(ii) Charge Listings: For each additional or charge published directory listings, credit shall be given at the monthly tariff rate for each such listing for the life of the directory or the charge period during which the error, mistake or omission occurs.

1. Local Exchange Service Regulations (cont'd)

1.5 Liability of the Company (cont'd)

1.5.2 With Respect to Directory Listings (cont'd)

(iii) Operator Records: For free or charge listings obtainable from records used by the directory assistance operator, upon notification to the Company of the error, mistake or omission in such records by the subscriber, the corrected information shall be placed in the files of directory assistance and intercept operators within two business days of discovery.

(iv) Definitions: As used in paragraphs (i), (ii) and (iii) above, the terms "error," "mistake," or "omission" shall refer to a discrepancy in the directory listing or directory assistance records which the Company has failed to correct and where the error affects the ability to locate a particular subscriber's correct telephone number. The terms shall refer to addresses only to the extent that an error, mistake or omission of an address places the subscriber on a street or community different from the one provided to the Company.

(v) Notice: Such allowances or credits as specified in paragraphs (i) and (ii) above, shall be given notice to the Company by the subscriber that such error, mistake or omission has occurred; provided, however, that when it was administratively feasible for the Company to have knowledge of such error, mistake or omission, the Company shall give credit without the requirement of notification by the subscribers.

BCN Telecom, Inc.

Ohio Tariff No. 2

Section 1

Issue Date: April 27, 2004

Original Page No. 11

1. Local Exchange Service Regulations (cont'd)

1.5 Liability of the Company (cont'd)

1.5.3 Reserved for Future Use

As Approved in Case No. 04-0619-TP-ACN

Effective Date: May 28, 2004

William Mulcahy, Chief Operating Officer

550 Route 202/206

Bedminster, New Jersey 07921

1. Local Exchange Service Regulations (cont'd)

1.6 Directory Listings

- A The Company will, as a service to the Customer, arrange for listing of Customer's phone number in the local white pages telephone directories, such listing to consist of one line of standard type. The Company's liability with respect to directory listings is set forth in Section 1.5.2 preceding. Customer must contact its yellow pages representative concerning its advertising in yellow pages directories.
- B When a Customer with a nonpublished telephone number, as defined herein, places a call to Emergency 911 Service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for the Emergency 911 Service upon request of such governmental authority. By subscribing to service under this tariff, Customer acknowledges and agrees with the release of information as described above.

1. Local Exchange Service Regulations (cont'd)

1.7 Interruptions in Service

An interruption is deemed to have occurred when the phone lines of the underlying provider are inoperative. If a Customer reports a facility, service or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

1.7.1 Temporary Suspension for Maintenance

A The Company's underlying provider shall have the right to make necessary repairs or changes in its services at any time and will have the right to suspend or interrupt service temporarily for the purpose of making the necessary repairs or changes in its system. When such suspension or interruption of service for any appreciable period is necessary, the Company will give the Customers who may be affected as reasonable notice thereof as circumstances will permit, and will perform the work with reasonable diligence, and if practicable at times that will cause the Customer the least inconvenience.

When the Company's services are being repaired or changed, it shall take appropriate precautions to avoid unnecessary interruptions of Customer's service.

1.7.2 Credit Allowance for Interruptions

A Interruptions of 24 hours or more, are reported to or detected by the Company, and which are not due to negligence or willful act of the Customer are credited to the Customer at the pro rata monthly charge involved for each twenty-four hours or fraction thereof of interruption. Credit is not allowed for interruptions to service of less than 24 hours. Credit allowances for service outages that exceed 24 hours in duration will be rounded up to the next whole 24 hours.

B For calculating credit allowances, every month is considered to have 30 days. A credit allowance for up to 48 hours is applied on a pro rata basis against the monthly recurring charges. A credit of at least one third of a month will be made for interruptions of 48 to 72 hours, and a credit of at least two-thirds of a month will be made for interruptions of 72 to 96 hours, with a full month credit for interruptions in excess of 96 hours. Only those facilities on the interrupted portion of circuit will receive a credit.

1. Local Exchange Service Regulations (cont'd)

1.7 Interruptions in Service (cont'd)

1.7.3 Limitations on Credit Allowances

A No credit allowances will be made for:

- (i) interruptions due to the negligence of, or non-compliance with the provisions of this Tariff by the Customer; and
- (ii) interruptions that are restored less than 24 hours after the interruption is reported or discovered by the Company.

All requirements for credit allowances for interruptions of service will be consistent with 4901:1-5-16 of the Commission's Minimum Telephone Service Standards.

1. Local Exchange Service Regulations (cont'd)

1.8 Obligations of the Customer

A The Customer shall be responsible for:

- (i) the payment of all applicable charges pursuant to this tariff;
- (ii) 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 services.

1. Local Exchange Service Regulations (cont'd)

1.8 Obligations of the Customer (cont'd)

1.8.1 Claims

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

- (i) Any loss, destruction or damage to property of the Company or any third party, or the death or injury to persons, including, but not limited to employees or invitees of either party, 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
- (ii) 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 Customer, including, without limitation, use of the Company's services in a manner not contemplated by the agreement between the Customer and the Company.

1. Local Exchange Service Regulations (cont'd)

1.8 Obligations of the Customer (cont'd)

1.8.2 Station Equipment

A 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 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 which gave rise to the discontinuance, credit allowance for service interruptions as set forth in Section 1.7.2 is not applicable.

1. Local Exchange Service Regulations (cont'd)

1.8 Obligations of the Customer (cont'd)

1.8.3 Interconnection of Facilities

A Any special interface equipment necessary to achieve compatibility between the facilities used by the Company for furnishing local exchange service, and the channels, facilities or equipment of others may be provided at the Customer's expense. Customer shall be liable for damages resulting from Customer's use of non-compatible equipment.

B Local services may be connected to the services or facilities of other communication carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communication carriers that are applicable to such connections.

C Services furnished under this tariff may be connected to Customer provided terminal equipment in accordance with the provisions of this tariff.

1. Local Exchange Service Regulations (cont'd)

1.8 Obligations of the Customer (cont'd)

1.8.4 Inspections

A 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 1.8.2 for the installation, operation, and maintenance of Customer-provided facilities. No credit will be allowed for any interruptions occurring during such inspections.

B If the protective requirements for the Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its services and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice the customer must take this corrective action. Within ten days of receiving this notice the customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its services and personnel from harm. The Company will, upon request twenty-four (24) hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

1. Local Exchange Service Regulations (cont'd)

1.9 Payment Arrangements

A The Customer is responsible for payment of all charges for services furnished by the Company to the Customer or its Authorized Users. Objections must be received by the Company within a reasonable period of time after receipt of bill, or all the charges shall be deemed correct and binding upon the Customer. If an entity other than the Company imposes charges of the Company, in addition to its own internal costs, in connection with a service for which a Company non-recurring charge is specified, those charges may be passed on to the Customer.

1.9.1 Taxes

A 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, municipal utilities tax) that may be levied by the governing body or bodies in conjunction with or as a result of the service furnished under this tariff. These charges may appear as separate line items on the customer's bill, as opposed to be included in the rates contained in the tariff. Any such line item charges will be reflected in the company's tariff. The company shall not assess separately any fees or surcharges, other than government approved sales taxes, without seeking Commission approval under the appropriate procedures required by the Commission in Case No. 95-845-TP-COI. The company shall comply with Commission procedures by sending notice to all customers informing them of the new line item charges. Additionally, an addendum to the price list stating what the line item charge is and the length of time the charge will be imposed will be filed with the Commission.

1. Local Exchange Service Regulations (cont'd)

1.9 Payment Arrangements (cont'd)

1.9.2 Deposits

A Applicants for service may be required prior to establishing service to provide the Company a security deposit. 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. Reestablishment of credit for service will be in accordance with Rule 4901:1-17-04.

B The deposit will not exceed an amount equal to two month's average monthly bill for all regulated local exchange services for ensuing twelve months, plus thirty percent (30%) of estimated monthly charges.

C Guarantee of Payment: The Company may accept, in lieu of deposit, a contract signed by a guarantor satisfactory to the Company whereby payment of a specified sum, not exceeding the deposit requirement is guaranteed. The term of such contract shall be for no longer than 12 months, but shall automatically terminate after the customer has closed and paid the account with the utility, or at the guarantor's request upon 30 days' written notice to the Company. Should the guarantee contract be insufficient according to (D) below, a cash deposit or a new or additional guarantee may be required for good cause upon reasonable written notice to the customer.

The service of any customer who fails to comply with these requirements may be disconnected upon notice as prescribed in Ohio Rules. The Company shall mail the guarantor copies of all disconnect notices sent to the customer whose account the guarantor has guaranteed unless the guarantor waives such notice in writing.

D Reestablishment of credit: An applicant for service who previously has been a customer of the utility and whose service was discontinued because of nonpayment of his bills may be required to pay such bill together with the reconnection charge, and to reestablish his credit by depositing the amount prescribed in Section 1.9.2.

1. Local Exchange Service Regulations (cont'd)

1.9 Payment Arrangements (cont'd)

1.9.3 Refund of Deposits

A A deposit will be refunded to a customer after twelve consecutive months of prompt payments, as defined in "Explanation of Terms" and below, of telephone service invoices. A customer has paid his bills for service for twelve consecutive months without having had service discontinued for nonpayment of his bill, and without having had more than two occasions on which his bill was not paid by the time specified by the regulations of the utility regarding prompt payment of bills, and the customer is not currently delinquent in the payment of his bills. The Company will refund the deposit to the customer by direct payment, or, at the customer's request, apply deposit as a credit to the customer's account.

B 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 will return the deposit to the customer or, at the customer's request, apply deposit as a credit to the Customer's account.

1. Local Exchange Service Regulations (cont'd)

1.9 Payment Arrangements (cont'd)

1.9.4 Interest to Be Paid on Deposits

A Interest will be paid on in accordance with Rule 4901:1-17-05 of the Ohio Administrative Code. Interest shall accrue on deposits held over 180 days and shall be paid to the Customer as follows:

- (i) by credit to the customer's account once annually;
- (ii) by payment to the Customer upon request, once annually;
- (iii) by adding accrued interest to the amount of the deposit when refunded to the customer;
- (iv) by applying interest to any unpaid bill of the Customer upon termination of service with the Company.

All requirements for establishment of credit will be consistent with Rules 4901:1-17 and 4901:1-5-13 & 14 of the Commission's Minimum Telephone Service Standards.

1.9.5 Bills and Collection of Charges

A Bills will be rendered monthly to Customer. Fixed monthly recurring charges are billed in advance. Usage charges and minimum charges for service are billed in arrears. Customer shall be liable for all accrued local charges, directory charges, long distance charges and other charges arising prior to the service commencement date, as defined herein, and shall pay the Company for any such charges which may be assessed against the Company in any manner.

B All service, monthly recurring charges and non-recurring charges are due and payable within 14 days of the post mark on the bill, provided however, that installation charges may be spread out over 3 months.

C The Company shall present bills for recurring charges monthly to the Customer, in advance of the month which service is provided.

1. Local Exchange Service Regulations (cont'd)

1.9 Payment Arrangements (cont'd)

1.9.5 Bills and Collection of Charges (cont'd)

D 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.

E A late payment charge of 1.5% is not applicable to subsequent rebilling of any amount to which a late payment charge has already been applied. Late charges are to be applied without discrimination.

F A minimum charge of \$10 and a maximum charge of \$25 will be assessed for checks with insufficient funds or non-existing accounts. The Company may waive the bad check charge under appropriate circumstances.

G If Customer chooses to place information services provider (ISP) calls or receives calls via a non-NUI Telecom, Inc. affiliated carrier, customer will be liable for all charges related to such calls; including without limitation, charges billed to the Company or Customer by ISP or other carriers, any applicable rebilling charge and charges for any service provided by the Company or its affiliates.

H The Company's bills and billing practices will be consistent with MTSS Rule 4901:1-5-15.

1. Local Exchange Service Regulations (cont'd)

1.9 Payment Arrangements (cont'd)

1.9.6 Disputed Bills

A The Customer shall notify the Company of any disputed items on a bill within a reasonable period of time after receipt of the bill. The existence of a disputed amount does not relieve the customer of their obligation to pay current charges. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Commission in accordance with the Commission's rules of procedure.

B The date of the dispute shall be the date the Company receives sufficient documentation to enable it to investigate the dispute.

C The date of the resolution is the date the Company completes its investigation and notifies the Customer of the disposition of the dispute.

NUI Telecom, Inc.
550 Route 202/206
Bedminster, New Jersey 07921
(800) 768-2852

Ohio Public Utilities Commission
180 E. Broad Street
Columbus, OH 43215
Toll Free: (800) 686-7826

1. Local Exchange Service Regulations (cont'd)

1.10 Discontinuance of Service

- A Upon any termination of the communication service agreement, the listed directory number of the Customer may at the Company's discretion be returned to the Customer.

1.10.1 Discontinuance of Service by the Company

A The Company may discontinue or suspend service to Customer upon seven (7) days prior written notice and no sooner than fourteen (14) days from due date on bill without incurring any liability for the following reasons:

- (i) Upon non-payment of any amounts owing to the Company for local exchange services which is not in dispute; or
- (ii) Upon failure of the Customer to meet the deposit requirements set out in Section 1.9.3 of this tariff; or
- (iii) Upon failure of the Customer to provide the Company reasonable access to its equipment and property; or
- (iv) Upon failure of the Customer to comply with municipal ordinances or other laws pertaining to telecommunications services.

All requirements for discontinuance of service by the company will be consistent with 4901:1-5-17 of the Commission's Minimum Telephone Service Standards.

1. Local Exchange Service Regulations (cont'd)

1.10 Discontinuance of Service (cont'd)

1.10.1 Discontinuance of Service by the Company (cont'd)

B The Company may discontinue service to Customer immediately and without notice for any of the following reasons without incurring liability:

- (i) In the event of tampering with the Company's equipment, facilities or property in any way; or
- (ii) In the event of a condition determined to be hazardous to the Customer, to other customers of the Company; to the public, or to employees of the Company; or
- (iii) In the event of Customer's use of service in such a manner as to adversely affect the Company's service to others.

C The discontinuance of service by the Company pursuant to this section does not relieve the Customer of any obligation to pay the Company for charges due and owing for any service(s) as requested by the Customer up to discontinuance of service.

D Upon the Company's discontinuance of service to Customer pursuant to this section, all applicable charges, including termination charges, shall become due. This is 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.

1. Local Exchange Service Regulations (cont'd)

1.10 Discontinuance of Service (cont'd)

1.10.1 Discontinuance of Service by the Company (cont'd)

- D For purposes of this section (1.10.1), all regulated telephone services provided by the Company shall be defined as local service.
- E The Company may disconnect Customer's local service for nonpayment of charges incurred for local service. Such disconnection must be conducted pursuant to all applicable minimum telephone service standards.
 - (i) Disconnection notices issued by the Company pursuant to Rule 4901:1-5;17, O.A.C., must inform the subscriber facing local service disconnection of the total amount which the subscriber would need to pay in order to avoid disconnection of local service. It must also inform the subscriber of the Company's legal obligation to provide "only local" service to Customers whose local service charges are paid, even while their toll service is disconnected for nonpayment of outstanding toll debt.
- F The Company is prohibited from disconnecting any Customer's local service for nonpayment of charges incurred by the Customer for toll service.
- G Partial payments by a Customer to the Company will be apportioned by the Company to the Company's regulated local service charges first before being applied by the Company to any toll charges and will be apportioned to regulated telephone service charges first before being applied to charges for nonregulated services.

1. Local Exchange Service Regulations (cont'd)

1.10 Discontinuance of Service (cont'd)

1.10.2 Discontinuance of Service by Customer

Cancellation by the customer will be in accordance with the Company's Service Requirements Form, Page 2.

1. Local Exchange Service Regulations (cont'd)

1.11 Restoral of Service

- A When Customer's service has been permanently disconnected in accordance with this tariff and the service has been finalized through the completion of a Company service order, service will be re-established only upon the basis of an application for new service.
- B An applicant for service who previously has been a customer of the utility and whose service was discontinued because of nonpayment of his bills may be required to pay such bill including any appropriate reconnection charge, and to reestablish his credit by depositing the amount prescribed in Section 1.9.2.

1. Local Exchange Service Regulations (cont'd)

1.12 Transfers and Assignments

- A 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, upon the approval, with an appropriate application with the PUCO, (i) to any subsidiary, parent Company affiliate of the Company; (ii) pursuant to any sale or transfer of substantially all the assets of the Company; or (iii) pursuant to any financing, merger or reorganization of the Company.

1.13 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 an address on the bill for service to which the Customer shall mail payment for that bill.
- C All notices or other written communications required to given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall have been presumed to have been delivered to the party on the third business day following the 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 comes first.

1. Local Exchange Service Regulations (cont'd)

- D The Company or 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 notices set forth herein.

1.14 Promotional Offers

- A The Company may, from time to time, make promotional offerings of its services. The promotional offerings may be limited as to the duration, the date and times of the offering and the locations where the offerings are made and shall be conducted in accordance with the provisions of state rules and regulations. The only limitation upon a promotional offering shall be that the waiver of any charges other than a nonrecurring charge shall be limited to 90 calendar days on a per customer basis. All promotions will be added to the tariff as an addendum to the price list.

1.15 Individual Case Basis (ICB) Arrangements

- A Arrangements will be developed on a case-by-case basis in response to a bona fide request or prospective Customer to develop a competitive bid for a service not generally offered under this tariff. ICB rates will be offered to the Customer's in writing and on a non-discriminatory basis, and will be filed with the Commission for approval.

1.16 Customer Service

- A Customer service personnel are available twenty-four (24) hours a day, seven days a week and may be reached toll-free.

2 Service Descriptions and Rates

General

- A BCN Telecom, Inc.'s local service enables the business Customer to:
- (i) receive calls from other stations on the public switched telephone network;
 - (ii) place calls to other stations on the public switched telephone network;
 - (iii) access the Company's business office for service related assistance; access directory assistance for the local calling area; access toll free telecommunications services; access enhanced 911 services for emergency calling; access Telephone Relay Service; and
 - (iv) access the interexchange network. A Customer may presubscribe to the carrier of their choice for interLATA and intraLATA calling, or Customer may access a provider on an *ad hoc* basis by dialing the provider's Carrier Identification Code (10XXX).
- B Calls to information service providers (900/976) will be automatically blocked on a per line basis. The Customer may have the blocking removed pursuant to FCC rules.

As Approved in Case No. 04-0619-TP-ACN
Issue Date: April 27, 2004

Effective Date: May 28, 2004

William Mulcahy, Chief Operating Officer
550 Route 202/206
Bedminster, New Jersey 07921

2. Services Description and Rates (cont'd)2.1 Serving Areas2.1.1 Counties

- A The Company will serve these counties within the territory served by Ameritech. This tariff is effective only in those areas where a Commission approved interconnection agreement exists.

| | | |
|------------|------------|------------|
| Adams | Jefferson | Shelby |
| Athens | Lake | Stark |
| Belmont | Lawrence | Summit |
| Brown | Licking | Trumbull |
| Butler | Lorain | Tuscarawas |
| Carroll | Lucas | Union |
| Champaign | Madison | Vinton |
| Clark | Mahoning | Warren |
| Clinton | Medina | Washington |
| Columbiana | Meigs | Wayne |
| Coshocton | Miami | Wood |
| Cuyahoga | Monroe | Wyandot |
| Delaware | Montgomery | |
| Erie | Morgan | |
| Fairfield | Muskingum | |
| Fayette | Noble | |
| Franklin | Ottawa | |
| Gallia | Perry | |
| Geauga | Pickaway | |
| Greene | Pike | |
| Guernsey | Portage | |
| Hancock | Preble | |
| Harrison | Ross | |
| Highland | Sandusky | |
| Hocking | Scioto | |
| Jackson | Seneca | |

As Approved in Case No. 04-0619-TP-ACN
Issue Date: April 27, 2004

Effective Date: May 28, 2004

William Mulcahy, Chief Operating Officer
550 Route 202/206
Bedminster, New Jersey 07921

2. Services Description and Rates (cont'd)

2.1 Serving Areas

2.1.2 Exchange Service Areas

Exchange Services are provided in limited geographic areas. Exchange Services are provided at the following locations and in the following areas:

EXCHANGE AREA EXCHANGE AREAS IN LOCAL SERVICE AREA

| | |
|----------|--|
| Aberdeen | Aberdeen Ripley |
| Akron | Akron Atwater Greensburg Hartville Kent Manchester Mogadore North Canton Uniontown Ravenna Rootstown |
| Alliance | Alliance Atwater Canton Marlboro Sebring |

As Approved in Case No. 04-0619-TP-ACN
Issue Date: April 27, 2004

Effective Date: May 28, 2004

William Mulcahy, Chief Operating Officer
550 Route 202/206
Bedminster, New Jersey 07921

2. Services Description and Rates (cont'd)2.1.2 Exchange Service Areas (cont'd)**EXCHANGE AREA****EXCHANGE AREAS IN LOCAL SERVICE AREA**

Alton

Columbus Met. Area
London

Arabia

Arabia
Guyan
Ironton
Walnut

Atwater

Akron

Atwater
Alliance
Kent
Marlboro
Ravenna
Rootstown

Barnesville

Barnesville
Beallsville
Bethesda
Somerton

Beallsville

Beallsville
Barnesville
Bethesda
Clarington
Somerton
Woodsfield

As Approved in Case No. 04-0619-TP-ACN
Issue Date: April 27, 2004

Effective Date: May 28, 2004

William Mulcahy, Chief Operating Officer
550 Route 202/206
Bedminster, New Jersey 07921

2. Services Description and Rates (cont'd)

2.1.2 Exchange Service Areas (cont'd)

EXCHANGE AREA

EXCHANGE AREAS IN LOCAL SERVICE AREA

Beavercreek

Dayton Met. Area
Donnelsville
Enon
Jamestown
Medway
New Carlisle
Spring Valley
Xenia

Bedford

Cleveland Met. Area
Chesterland

Belfast

Belfast
Hillsboro
Marshall
Sugar Tree Ridge

Bellaire

Bellbrook

Dayton Met. Area
Donnelsville
Enon
Medway
New Carlisle
Spring Valley
Xenia

Belpre

Belpre
Marietta

As Approved in Case No. 04-0619-TP-ACN

Issue Date: April 27, 2004

Effective Date: May 28, 2004

William Mulcahy, Chief Operating Officer
550 Route 202/206
Bedminster, New Jersey 07921

2. Services Description and Rates (cont'd)2.1.2 Exchange Service Areas (cont'd)

| <u>EXCHANGE AREA</u> | <u>EXCHANGE AREAS IN LOCAL SERVICE AREA</u> |
|----------------------|---|
| Berea | Cleveland Met. Area Chesterland |
| Bethesda | Bethesda Barnesville Beallsville Somerton |
| Bloomington | Bloomington Jeffersonville New Holland Sedalia Washington Ct. House |
| Bloomingtonville | Bloomingtonville Castalia Sandusky |
| Bowersville | Bowersville Jamestown Milledgeville Xenia |
| Brecksville | Cleveland Met. Area Chesterland |
| Burton | Burton Chagrin Falls Cleveland Terrace |

As Approved in Case No. 04-0619-TP-ACN

Issue Date: April 27, 2004

Effective Date: May 28, 2004

William Mulcahy, Chief Operating Officer
550 Route 202/206
Bedminster, New Jersey 07921

2. Services Description and Rates (cont'd)
2.1.2 Exchange Service Areas (cont'd)

EXCHANGE AREA EXCHANGE AREAS IN LOCAL SERVICE AREA

| | |
|------------------|---|
| Canal Fulton | Canal Fulton Akron Canton Manchester Massillon North Canton |
| Canal Winchester | Columbia Met. Area Carroll Lancaster |
| Canfield | Canfield North Jackson North Lima Salem Youngstown |
| Canton | Canton Alliance Canal Fulton Hartville Louisville Magnolia Waynesburg Marlboro Massillon Navarre North Canton |

As Approved in Case No. 04-0619-TP-ACN
Issue Date: April 27, 2004

Effective Date: May 28, 2004

William Mulcahy, Chief Operating Officer
550 Route 202/206
Bedminster, New Jersey 07921

2. Services Description and Rates (cont'd)2.1.2 Exchange Service Areas (cont'd)EXCHANGE AREAEXCHANGE AREAS IN LOCAL SERVICE AREA

Carroll

Carroll
Bloomington
Sandusky

Cedarville

Cedarville
Jamestown
Pitchin
South Solon
South Charleston
Yellow Springs - Clifton
Xenia

Centerville

Dayton Met. Area
Donnelsville
Enon
Medway
Franklin
New Carlisle
Spring Valley

Chagrin Falls

Burton
Cleveland Met. Area
Chesterland

Cheshire

Cheshire
Gallipolis
Vinton

Chesterland

Chesterland
Cleveland Met. Area
Kirtland

As Approved in Case No. 04-0619-TP-ACN
Issue Date: April 27, 2004

Effective Date: May 28, 2004

William Mulcahy, Chief Operating Officer
550 Route 202/206
Bedminster, New Jersey 07921

2. Services Description and Rates (cont'd)2.1.2 Exchange Service Areas (cont'd)EXCHANGE AREAEXCHANGE AREAS IN LOCAL SERVICE AREA

Carroll

Carroll
Bloomington
Sandusky

Castalia

Castalia
Bloomington
Sandusky

Cedarville

Cedarville
Jamestown
Pitchin
South Solon
South Charleston
Yellow Springs - Clifton
Xenia

Centerville

Dayton Met. Area
Donnelsville
Enon
Medway
Franklin
New Carlisle
Spring Valley

Chagrin Falls

Burton
Cleveland Met. Area
Chesterland

Cheshire

Cheshire
Gallipolis
Vinton

Chesterland

Chesterland
Cleveland Met. Area
Kirtland

As Approved in Case No. 04-0619-TP-ACN
Issue Date: April 27, 2004

Effective Date: May 28, 2004

William Mulcahy, Chief Operating Officer
550 Route 202/206
Bedminster, New Jersey 07921

2. Services Description and Rates (cont'd)

2.1.2 Exchange Service Areas (cont'd)

EXCHANGE AREA EXCHANGE AREAS IN LOCAL SERVICE AREA

| | |
|------------|--|
| Conesville | Conesville Coshocton Dresden West LaFayette |
| Corning | Corning New Lexington Shawnee |
| Coshocton | Coshocton Conesville West LaFayette |
| Dalton | Dalton Massillon |
| Danville | Danville Hillsboro Sugar Tree Ridge |
| Dayton | Dayton Met. Area Donnelsville Enon Franklin Jamestown Medway Middletown New Carlisle Spring Valley |

As Approved in Case No. 04-0619-TP-ACN
Issue Date: April 27, 2004

Effective Date: May 28, 2004

William Mulcahy, Chief Operating Officer
550 Route 202/206
Bedminster, New Jersey 07921

2. Services Description and Rates (cont'd)

2.1.2 Exchange Service Areas (cont'd)

EXCHANGE AREA **EXCHANGE AREAS IN LOCAL SERVICE AREA**

| | |
|--------|---------------------------------|
| Dayton | Yellow Springs-Clifton Xenia |
|--------|---------------------------------|

| | |
|---------------|---|
| Donnellsville | Donnellsville Dayton Met. Area Enon Medway New Carlisle North Hampton Springfield |
|---------------|---|

| | |
|---------|-------------------------------------|
| Dresden | Dresden Conesville Zanesville |
|---------|-------------------------------------|

| | |
|--------|--------------------|
| Dublin | Columbus Met. Area |
|--------|--------------------|

| | |
|-------|---|
| Duffy | Duffy Clarrington Graysville New Matamoras Woodsfield |
|-------|---|

| | |
|----------------|---|
| East Liverpool | East Liverpool Lisbon Rogers Salineville Wellsville |
|----------------|---|

As Approved in Case No. 04-0619-TP-ACN
Issue Date: April 27, 2004

Effective Date: May 28, 2004

William Mulcahy, Chief Operating Officer
550 Route 202/206
Bedminster, New Jersey 07921

2. Services Description and Rates (cont'd)

2.1.2 Exchange Service Areas (cont'd)

EXCHANGE AREA EXCHANGE AREAS IN LOCAL SERVICE AREA

| | |
|-----------------|--|
| East Palestine | East Palestine Columbiana Lisbon New Waterford Rogers Salem Youngstown |
| Enon | Enon Dayton Met. Area Donnelsville Springfield Yellow Springs-Clifton |
| Fairborn | Dayton Met.Area Donneslville Enon Medway New Carlisle Spring Valley Yellow Springs-Clifton |
| Findlay | Findlay |
| Fletcher - Lena | Fletcher - Lena Christiansburg Piqua |

As Approved in Case No. 04-0619-TP-ACN
Issue Date: April 27, 2004

Effective Date: May 28, 2004

William Mulcahy, Chief Operating Officer
550 Route 202/206
Bedminster, New Jersey 07921

2. Services Description and Rates (cont'd)2.1.2 Exchange Service Areas (cont'd)

| <u>EXCHANGE AREA</u> | <u>EXCHANGE AREAS IN LOCAL SERVICE AREA</u> |
|----------------------|---|
| Fostoria | Fostoria New Riegel |
| Franklin | Dayton Franklin Miamisburg-West Carrollton Middletown |
| Fremont | Fremont Lindsey |
| Fultonham | Fultonham New Lexington Roseville Somerset Zanesville |
| Gahanna | Columbus Met. Area |
| Gallipolis | Gallipolis Cheshire Guyan Rio Grande Vinton Walnut |
| Gates Mills | Cleveland Met. Area Chesterland Kirtland Mentor |

As Approved in Case No. 04-0619-TP-ACN
Issue Date: April 27, 2004

Effective Date: May 28, 2004

William Mulcahy, Chief Operating Officer
550 Route 202/206
Bedminster, New Jersey 07921

2. Services Description and Rates (cont'd)2.1.2 Exchange Service Areas (cont'd)

| <u>EXCHANGE AREA</u> | <u>EXCHANGE AREAS IN LOCAL SERVICE AREA</u> |
|----------------------|---|
|----------------------|---|

| | |
|--------------|--|
| Girard | Girard Hubbard Niles Youngstown |
| Glenford | Glenford New Lexington Somerset Thornville |
| Gnadenhutten | Gnadenhutten Newcomerstown Uhrichsville |
| Graysville | Graysville Duffy Lewisville New Matamoras Woodsfield |
| Greensburg | Greensburg Akron Manchester North Canton Uniontown |
| Grove City | Columbus Met. Area |
| Groveport | Columbus Met. |

As Approved in Case No. 04-0619-TP-ACN
Issue Date: April 27, 2004

Effective Date: May 28, 2004

William Mulcahy, Chief Operating Officer
550 Route 202/206
Bedminster, New Jersey 07921

2. Services Description and Rates (cont'd)2.1.2 Exchange Service Areas (cont'd)

| <u>EXCHANGE AREA</u> | <u>EXCHANGE AREAS IN LOCAL SERVICE AREA</u> |
|----------------------|---|
|----------------------|---|

| | |
|------------|---|
| Guyan | Guyan Arabia Gallipolis Walnut |
| Harrisburg | Columbus Met. Area London |
| Hartville | Hartville Akron Canton Louisville Marlboro North Canton Uniontown |
| Hillcrest | Cleveland Met. Area Chesterland Kirtland |
| Hilliard | Columbus Met. Area |
| Hillsboro | Hillsboro Belfast Danville Marshall Rainsboro Sugar Tree Ridge |

As Approved in Case No. 04-0619-TP-ACN
Issue Date: April 27, 2004

Effective Date: May 28, 2004

William Mulcahy, Chief Operating Officer
550 Route 202/206
Bedminster, New Jersey 07921

2. Services Description and Rates (cont'd)2.1.2 Exchange Service Areas (cont'd)EXCHANGE AREAEXCHANGE AREAS IN LOCAL SERVICE AREA

Holland

Toledo Met. Area

Hubbard

Hubbard
Girard
Lowellville
Youngstown
Sharon

Independence

Cleveland Met. Area
Chesterland

Ironton

Ironton
Arabia

Jamestown

Jamestown
Beavercreek
Bowersville
Cedarville
Dayton
Jeffersonville
Milledgeville
South Solon
Xenia

Jeffersonville

Jeffersonville
Bloomingburg
Jamestown
Milledgeville
Sedalia
South Solon
Washington Ct. House

As Approved in Case No. 04-0619-TP-ACN

Issue Date: April 27, 2004

Effective Date: May 28, 2004

William Mulcahy, Chief Operating Officer
550 Route 202/206
Bedminster, New Jersey 07921

2. Services Description and Rates (cont'd)2.1.2 Exchange Service Areas (cont'd)

| <u>EXCHANGE AREA</u> | <u>EXCHANGE AREAS IN LOCAL SERVICE AREA</u> |
|----------------------|---|
|----------------------|---|

Kent

Kent
Akron
Atwater
Mantua
Mogadore
Ravenna
Rootstown

Kirtland

Kirtland
Chesterland
Gates Mills
Hillcrest
Mentor
Painesville
Terrace
Wickliffe
Willoughby

Lancaster

Lancaster
Canal Winchester
Carroll
Rushville
Sugar Grove

Leetonia

Leetonia
Lisbon
Columbiana
Salem
Youngstown

As Approved in Case No. 04-0619-TP-ACN
Issue Date: April 27, 2004

Effective Date: May 28, 2004

William Mulcahy, Chief Operating Officer
550 Route 202/206
Bedminster, New Jersey 07921

2. Services Description and Rates (cont'd)

2.1.2 Exchange Service Areas (cont'd)

| <u>EXCHANGE AREA</u> | <u>EXCHANGE AREAS IN LOCAL SERVICE AREA</u> |
|----------------------|---|
|----------------------|---|

| | |
|------------|---|
| Leroy | Leroy Cleveland Mentor Painesville Willoughby |
| Lewisville | Lewisville Graysville Woodsfield |
| Lindsey | Lindsey Fremont |
| Lisbon | Lisbon Columbiana East Liverpool East Palestine Leetonia Rogers Salem Salineville Wellsville New Waterford |
| Lockbourne | Columbus Met. Area |

As Approved in Case No. 04-0619-TP-ACN
Issue Date: April 27, 2004

Effective Date: May 28, 2004

William Mulcahy, Chief Operating Officer
550 Route 202/206
Bedminster, New Jersey 07921

2. Services Description and Rates (cont'd)2.1.2 Exchange Service Areas (cont'd)**EXCHANGE AREA** **EXCHANGE AREAS IN LOCAL SERVICE AREA**

| | |
|---------------------|---|
| London | London Alton Columbus Harrisburg Sedalia South Charleston South Solon South Vienna West Jefferson |
| Louisville | Louisville Canton Hartville North Canton |
| Lowellville | Lowellville Hubbard North Lima Youngstown |
| Magnolia-Waynesburg | Magnolia-Waynesburg Canton |
| Manchester | Manchester Akron Canal Fulton Greensburg |
| Mantua | Mantua Kent |

As Approved in Case No. 04-0619-TP-ACN
Issue Date: April 27, 2004

Effective Date: May 28, 2004

William Mulcahy, Chief Operating Officer
550 Route 202/206
Bedminster, New Jersey 07921

2. Services Description and Rates (cont'd)2.1.2 Exchange Service Areas (cont'd)EXCHANGE AREA EXCHANGE AREAS IN LOCAL SERVICE AREA

Ravenna

Marietta

Marietta
Newport
Belpre
New Matamoras

Marlboro

Marlboro
Alliance
Atwater
Canton
Hartville
Rootstown

Marshall

Marshall
Belfast
Hillsboro
Rainsboro

Martins Ferry- Bridgeport

Massillon

Massillon
Canal Fulton
Canton
Dalton
Navarre
North Canton

Maumee

Toledo Met. Area

As Approved in Case No. 04-0619-TP-ACN
Issue Date: April 27, 2004

Effective Date: May 28, 2004

William Mulcahy, Chief Operating Officer
550 Route 202/206
Bedminster, New Jersey 07921

2. Services Description and Rates (cont'd)2.1.2 Exchange Service Areas (cont'd)

| <u>EXCHANGE AREA</u> | <u>EXCHANGE AREAS IN LOCAL SERVICE AREA</u> |
|----------------------|---|
| Medway | Medway Dayton Met. Area Donnelsville New Carlisle Springfield |
| Mentor | Mentor Gates Mills Kirtland Leroy Painesville Wickliffe Willoughby |
| Miamisburg-West | Dayton Met. Area Donnelsville Enon Franklin Medway New Carlisle Spring Valley |
| Middletown | Middletown Dayton Franklin Monroe Trenton |
| Milledgeville | Milledgeville Bowersville Jamestown Jeffersonville Washington Ct. House |

As Approved in Case No. 04-0619-TP-ACN

Issue Date: April 27, 2004

Effective Date: May 28, 2004

William Mulcahy, Chief Operating Officer
550 Route 202/206
Bedminster, New Jersey 07921

2. Services Description and Rates (cont'd)

2.1.2 Exchange Service Areas (cont'd)

EXCHANGE AREA EXCHANGE AREAS IN LOCAL SERVICE AREA

| | |
|----------------|--|
| Mingo Junction | Mingo Junction Steubenville |
| Mogadore | Mogadore Akron Kent Uniontown |
| Monroe | Monroe Middletown Trenton |
| Montrose | Cleveland Met. Area |
| Murray City | Murray City Nelsonville Shawnee |
| Navarre | Navarre Canton Massillon |
| Nelsonville | Nelsonville Murray City Shawnee |
| New Albany | Columbus Met. |

As Approved in Case No. 04-0619-TP-ACN

Issue Date: April 27, 2004

Effective Date: May 28, 2004

William Mulcahy, Chief Operating Officer
550 Route 202/206
Bedminster, New Jersey 07921

2. Services Description and Rates (cont'd)2.1.2 Exchange Service Areas (cont'd)EXCHANGE AREA EXCHANGE AREAS IN LOCAL SERVICE AREA

| | |
|---------------|---|
| New Carlisle | New Carlisle Christiansburg Dayton Met. Area Donnelsville Medway North Hampton Springfield |
| Newcomerstown | Newcomerstown Gnadenhutten West LaFayette |
| New Holland | New Holland Bloomingburg Washington Ct. House |
| New Lexington | New Lexington Corning Fultonham Glenford Roseville Shawnee Somerset Thornville Zanesville |
| New Matamoras | New Matamoras Duffy Graysville Marietta Newport |

As Approved in Case No. 04-0619-TP-ACN
Issue Date: April 27, 2004

Effective Date: May 28, 2004

William Mulcahy, Chief Operating Officer
550 Route 202/206
Bedminster, New Jersey 07921

2. Services Description and Rates (cont'd)

2.1.2 Exchange Service Areas (cont'd)

EXCHANGE AREA EXCHANGE AREAS IN LOCAL SERVICE AREA

| | |
|---------------|--|
| Newport | Newport Marietta New Matamoras |
| New Riegel | New Riegel Fostoria Tiffin |
| New Waterford | New Waterford Columbiana East Palestine Rogers Lisbon North Lima Youngstown |
| Niles | Niles Girard North Jackson Youngstown |
| North Canton | North Canton Akron Canal Fulton Canton Greensburg Hartville Louisville Massillon Uniontown |

As Approved in Case No. 04-0619-TP-ACN

Issue Date: April 27, 2004

Effective Date: May 28, 2004

William Mulcahy, Chief Operating Officer
550 Route 202/206
Bedminster, New Jersey 07921

2. Services Description and Rates (cont'd)2.1.2 Exchange Service Areas (cont'd)EXCHANGE AREA EXCHANGE AREAS IN LOCAL SERVICE AREA

| | |
|----------------|--|
| North Hampton | North Hampton Christiansburg Donnelsville New Carlisle Springfield Tremont City |
| North Jackson | North Jackson Canfield Niles Youngstown |
| North Lima | North Lima Canfield Columbiana Lowellville Youngstown New Waterford |
| North Royalton | Cleveland Met. Area Chesterland |
| Norwich | Norwich Philo Zanesville |
| Olmsted Falls | Cleveland Met. Area Chesterland |

As Approved in Case No. 04-0619-TP-ACN
Issue Date: April 27, 2004

Effective Date: May 28, 2004

William Mulcahy, Chief Operating Officer
550 Route 202/206
Bedminster, New Jersey 07921

2. Services Description and Rates (cont'd)2.1.2 Exchange Service Areas (cont'd)EXCHANGE AREAEXCHANGE AREAS IN LOCAL SERVICE AREA

Painesville

Painesville
Kirtland
Leroy
Mentor
Willoughby

Perrysburg

Toledo Met. Area

Philo

Philo
Norwich
Roseville
Zanesville

Piqua

Piqua
Fletcher-Lena
Pitchin
Cedarville
South Charleston
Springfield
Yellow Springs-Clifton

Rainsboro

Rainsboro
Hillsboro
Marshall

Ravenna

Akron
Atwater
Ravenna
Kent
Mantua
Rootstown

As Approved in Case No. 04-0619-TP-ACN
Issue Date: April 27, 2004

Effective Date: May 28, 2004

William Mulcahy, Chief Operating Officer
550 Route 202/206
Bedminster, New Jersey 07921

2. Services Description and Rates (cont'd)2.1.2 Exchange Service Areas (cont'd)EXCHANGE AREA EXCHANGE AREAS IN LOCAL SERVICE AREA

Reynoldsburg Columbus Met. Area

Rio Grande Rio Grande
 Gallipolis
 Vinton
 WalnutRipley Ripley
 AberdeenRogers Rogers
 Columbiana
 East Liverpool
 East Palestine
 Lisbon
 New WaterfordRootstown Rootstown
 Atwater
 Kent
 Marlboro
 Ravenna
 AkronRoseville Roseville
 Fultonham
 New Lexington
 Philo
 Zanesville

As Approved in Case No. 04-0619-TP-ACN
Issue Date: April 27, 2004

Effective Date: May 28, 2004

William Mulcahy, Chief Operating Officer
550 Route 202/206
Bedminster, New Jersey 07921

2. Services Description and Rates (cont'd)2.1.2 Exchange Service Areas (cont'd)EXCHANGE AREA EXCHANGE AREAS IN LOCAL SERVICE AREA

| | |
|-----------------|---|
| Rushville | Rushville Lancaster Somerset Thornville |
| St. Clairsville | Bethesda |
| Salem | Canfield East Palestine Salem Columbiana Leetonia Lisbon Youngstown |
| Salineville | Salineville East Liverpool Lisbon Wellsville |
| Sandusky | Sandusky Bloomington Castalia |
| Sebring | Sebring Alliance |
| Sedalia | Sedalia Bloomington Jeffersonville London South Solon |

As Approved in Case No. 04-0619-TP-ACN
Issue Date: April 27, 2004

Effective Date: May 28, 2004

William Mulcahy, Chief Operating Officer
550 Route 202/206
Bedminster, New Jersey 07921

2. Services Description and Rates (cont'd)2.1.2 Exchange Service Areas (cont'd)EXCHANGE AREA EXCHANGE AREAS IN LOCAL SERVICE AREA

| | |
|------------------|---|
| Sharon | Sharon Hubbard Youngstown |
| Shawnee | Shawnee Corning Murray City Nelsonville New Lexington |
| Somerset | Somerset Fultonham Glenford New Lexington Rushville Thornville |
| Somerton | Somerton Barnesville Beallsville Bethesda Woodsfield |
| South Charleston | South Charleston Cedarville London Pitchin South Solon South Vienna Springfield |

As Approved in Case No. 04-0619-TP-ACN
Issue Date: April 27, 2004

Effective Date: May 28, 2004

William Mulcahy, Chief Operating Officer
550 Route 202/206
Bedminster, New Jersey 07921

2. Services Description and Rates (cont'd)2.1.2 Exchange Service Areas (cont'd)EXCHANGE AREA EXCHANGE AREAS IN LOCAL SERVICE AREA

| | |
|---------------|---|
| South Solon | South Solon Cedarville Jamestown Jeffersonville London Sedalia South Charleston |
| South Vienna | South Vienna London South Charleston Springfield |
| Springfield | Springfield Donnelsville Enon Medway New Carlisle North Hampton Pitchin South Charleston South Vienna Tremont City Yellow Springs-Clifton |
| Spring Valley | Spring Valley Dayton Met. Area Xenia |

As Approved in Case No. 04-0619-TP-ACN
Issue Date: April 27, 2004

Effective Date: May 28, 2004

William Mulcahy, Chief Operating Officer
550 Route 202/206
Bedminster, New Jersey 07921

2. Services Description and Rates (cont'd)2.1.2 Exchange Service Areas (cont'd)EXCHANGE AREA EXCHANGE AREAS IN LOCAL SERVICE AREA

| | |
|------------------|--|
| Steubenville | Steubenville Mingo Junction Toronto |
| Strongsville | Cleveland Met. Area Chesterland |
| Sugar Grove | Sugar Grove Lancaster |
| Sugar Tree Ridge | Sugar Tree Ridge Belfast Danville Hillsboro Winchester |
| Terrace | Cleveland Met. Area Burton Chesterland Kirtland |
| Thornville | Thornville Glenford New Lexington Rushville Somerset |
| Tiffin | Tiffin New Riegel |

As Approved in Case No. 04-0619-TP-ACN
Issue Date: April 27, 2004

Effective Date: May 28, 2004

William Mulcahy, Chief Operating Officer
550 Route 202/206
Bedminster, New Jersey 07921

2. Services Description and Rates (cont'd)2.1.2 Exchange Service Areas (cont'd)EXCHANGE AREA EXCHANGE AREAS IN LOCAL SERVICE AREA

| | |
|----------------|---|
| Toledo | Toledo Met. Area |
| Toronto | Toronto Steubenville Wellsville |
| Tremont City | Tremont City North Hampton Springfield |
| Trenton | Trenton Middletown Monroe |
| Trinity | Cleveland Met. Area Chesterland |
| Uhrichsville | Uhrichsville Gnadenhutzen |
| Uniontown | Uniontown Akron Greensburg Mogadore Hartville North Canton |
| Upper Sandusky | Upper Sandusky |

As Approved in Case No. 04-0619-TP-ACN
Issue Date: April 27, 2004

Effective Date: May 28, 2004

William Mulcahy, Chief Operating Officer
550 Route 202/206
Bedminster, New Jersey 07921

2. Services Description and Rates (cont'd)2.1.2 Exchange Service Areas (cont'd)

| <u>EXCHANGE AREA</u> | <u>EXCHANGE AREAS IN LOCAL SERVICE AREA</u> |
|----------------------|---|
|----------------------|---|

| | |
|----------------------|---|
| Vandalia | Dayton Met. Area Donnelsville Enon Medway New Carlisle Spring Valley |
| Victory | Cleveland Met. Area Chesterland |
| Vinton | Vinton Cheshire Gallipolis Rio Grande |
| Walnut | Walnut Arabia Gallipolis Guyan Rio Grande |
| Washington Ct. House | Washington Ct. House Bloomington Jeffersonville Milledgeville New Holland |
| Wellsville | Wellsville East Liverpool Lisbon Salineville Toronto |

As Approved in Case No. 04-0619-TP-ACN
Issue Date: April 27, 2004

Effective Date: May 28, 2004

William Mulcahy, Chief Operating Officer
550 Route 202/206
Bedminster, New Jersey 07921

2. Services Description and Rates (cont'd)2.1.2 Exchange Service Areas (cont'd)EXCHANGE AREA EXCHANGE AREAS IN LOCAL SERVICE AREA

Westerville Columbus Met. Area

West Jefferson Columbus Met.
LondonWest LaFayette West LaFayette
Conesville
Coshocton
Newcomerstown

Whitehouse Toledo Met.

Wickliffe Cleveland Met. Area
Chesterland
Kirtland
MentorWilloughby Cleveland Met. Area
Chesterland
Kirtland
Leroy
Mentor
PainesvilleWinchester Winchester
Sugar Tree Ridge

As Approved in Case No. 04-0619-TP-ACN
Issue Date: April 27, 2004

Effective Date: May 28, 2004

William Mulcahy, Chief Operating Officer
550 Route 202/206
Bedminster, New Jersey 07921

2. Services Description and Rates (cont'd)

2.1.2 Exchange Service Areas (cont'd)

EXCHANGE AREA EXCHANGE AREAS IN LOCAL SERVICE AREA

Woodsfield

Woodsfield
Beallsville
Clarington
Duffy
Graysville
Lewisville
Somerton

Worthington

Columbus Met. Area

Xenia

Xenia
Beavercreek
Bellbrook
Bowersville
Cedarville
Jamestown
Spring Valley
Yellow Spring-Clifton
Dayton

As Approved in Case No. 04-0619-TP-ACN
Issue Date: April 27, 2004

Effective Date: May 28, 2004

William Mulcahy, Chief Operating Officer
550 Route 202/206
Bedminster, New Jersey 07921

2. Services Description and Rates (cont'd)

2.1.2 Exchange Service Areas (cont'd)

EXCHANGE AREA EXCHANGE AREAS IN LOCAL SERVICE AREA

| | |
|------------------------|------------------------|
| Yellow Springs-Clifton | Yellow Springs-Clifton |
| | Cedarville |
| | Enon |
| | Fairborn |
| | Pitchin |
| | Xenia |
| | Springfield |
| | Dayton |
| Zanesville | Zanesville |
| | Dresden |
| | Fultonham |
| | Norwich |
| | Philo |
| | Roseville |
| | New Lexington |
| Pitchin | Pitchin |
| | Cedarville |
| | South Charleston |
| | Springfield |
| | Yellow Springs-Clifton |

As Approved in Case No. 04-0619-TP-ACN

Issue Date: April 27, 2004

Effective Date: May 28, 2004

William Mulcahy, Chief Operating Officer
550 Route 202/206
Bedminster, New Jersey 07921

2. Services Description and Rates (cont'd)

2.1.4 Calling Areas

A) Metropolitan Areas

- 1) The exchange areas included in the Cleveland Metropolitan Area are as follows:

| | |
|---------------|----------------|
| Cleveland | North Royalton |
| Bedford | Olmstead Falls |
| Berea | Strongsville |
| Brecksville | Terrace |
| Chagrin Falls | Trinity |
| Gates Mills | Victory |
| Hillcrest | Wickliffe |
| Independence | Willoughby |
| Montrose | |

- 2) The exchange areas included in the Columbus Metropolitan Area are as follows:

| | |
|------------------|----------------|
| Columbus | Hilliard |
| Alton | Lockbourne |
| Canal Winchester | New Albany |
| Dublin | Reynoldsburg |
| Gahanna | Westerville |
| Grove City | West Jefferson |
| Groveport | Worthington |
| Harrisburg | |

As Approved in Case No. 04-0619-TP-ACN

Issue Date: April 27, 2004

Effective Date: May 28, 2004

William Mulcahy, Chief Operating Officer
550 Route 202/206
Bedminster, New Jersey 07921

2. Services Description and Rates (cont'd)

2.1.4 Calling Areas

A) Metropolitan Areas (cont'd)

- 3) The exchange areas included in the Dayton Metropolitan Area are as follows:

| | |
|-------------|----------------------------|
| Dayton | Fairborn |
| Beavercreek | Miamisburg-West Carrollton |
| Bellbrook | Vandalia |
| Centerville | |

- 4) The exchange areas included in the Toledo Metropolitan Area are as follows:

| | |
|------------|------------|
| Toledo | Holland |
| Maumee | Perrysburg |
| Whitehouse | |

As Approved in Case No. 04-0619-TP-ACN
Issue Date: April 27, 2004

Effective Date: May 28, 2004

William Mulcahy, Chief Operating Officer
550 Route 202/206
Bedminster, New Jersey 07921

2 Service Descriptions and Rates (cont'd)

2.2 Feature Descriptions

- A The Company's local exchange services have a variety of available features that let the Customer design a service tailored to meet their needs. Below are feature descriptions.

Caller ID with Number

Allows for the automatic delivery of a calling party's number to the called customer. The telephone number is displayed on customer-provided equipment. If the Customer has call waiting on the same line, they will hear the call waiting tone, but the new incoming call number will not be displayed.

Caller ID with Name and Number

Allows for the automatic delivery of a calling party's name and number to the called party. The name and number are displayed on customer-provided equipment. If the Customer has call waiting on the same line, they will hear the call-waiting tone, but the new incoming name and number will not be displayed.

Caller ID Blocking Per Line

Provides default blocking of delivery of the calling customer's telephone number. Blocking can be deactivated by the customer by dialing an access code before each call. When the customer hangs up, the default blocking is reinstated.

Caller ID Blocking Per Call

Provides blocking of delivery of the calling customer's telephone number on a per call basis. Blocking can be activated by the customer dialing an access code before each call.

2 Service Descriptions and Rates (cont'd)

2.2 Feature Descriptions (cont'd)

Call Forward

This optional feature allows all calls directed to a telephone number to be routed to a user defined telephone number. The user can activate/deactivate Call Forward and define a telephone number where all calls will be forwarded. Calls cannot be forwarded to an International Direct Distance Dialing (IDDD) number.

Call Forward Busy Line

This optional feature forwards calls to a busy station to a predetermined number. Calls cannot be forwarded to an International Direct Distance Dialing (IDDD) number. The user is charged any applicable usage charges for the forwarded call.

Call Forward Don't Answer

Allows users to re-route a call to a predetermined station in the event that the call is not answered within a customer-specified number of rings. Users are charged for any applicable usage charges on the forwarded call.

Call Pick Up

This optional feature allows a call to be answered from a different line by dialing a code. All lines in the group must be equipped with this feature. The Customer can have an unlimited number of lines in a Call Pick Up group.

2 Service Descriptions and Rates (cont'd)

2.2 Feature Descriptions (cont'd)

Call Transfer

This optional feature allows the user to transfer any established call to another telephone number (inside or outside of the system) without the assistance of an attendant.

Call Waiting

This optional feature provides a tone to notify a Customer on an existing call that a second call is waiting.

Consultation Hold

This temporary hold feature is inherent in Call Transfer and Three Way Calling. It is activated by depressing the switch hook.

Direct Connect Hotline

This optional feature allows a Customer to automatically dial a designated number whenever the originating telephone goes off hook. This feature is assigned to a phone which is used only for this purpose.

Hunting

This standard feature routes a call to an idle line in a prearranged group when the called telephone number is busy. Typically this feature is used with the customer's main telephone number and several subtending lines so that the customer can receive calls on several lines, although all calls are placed to the same number. Hunting will not work with Call Forward Busy and Don't Answer.

Speed Dial

This optional feature allows a Customer to designate up to six numbers to be called by dialing a code.

2 Service Descriptions and Rates (cont'd)

2.2 Feature Descriptions (cont'd)

Speed Dial, Expanded

This optional feature allows Customer to designate up to thirty numbers to be called by dialing a code.

Speed Dial, Group

Allows up to five lines on a Customer's system to share a Speed Dial list. This can be either a six number or expanded speed dial list.

Three Way Calling

Allows a user to add a third party to an existing conversation without expensive conferencing equipment. This feature also allows a user to place a call on hold in order to make a consultation call on the same line. When the consultation call is completed the user hangs-up or depresses the flash key on the telephone and is reconnected to the original conversation.

As Approved in Case No. 04-0619-TP-ACN
Issue Date: April 27, 2004

Effective Date: May 28, 2004

William Mulcahy, Chief Operating Officer
550 Route 202/206
Bedminster, New Jersey 07921

2 Service Description and Rates (cont'd)2.3. Resold Centrex Service

- A. The Company's resold Centrex service allows customers access to a feature rich product traditionally available only to large users. There is also the option of combining products on a single bill, and a choice of term plans. There is a monthly recurring charge, as well as a usage based charge.

2.3.1 Line Rates

| | Monthly Recurring Charge | Per Call Charge |
|------------------|-------------------------------------|------------------------|
| Term Plan | Max. | Max. |
| Month to Month | \$70.00 | \$.20 |
| One Year | \$62.50 | \$.20 |
| Two Year | \$60.50 | \$.20 |
| Three Year | \$59.90 | \$.20 |

As Approved in Case No. 04-0619-TP-ACN
Issue Date: April 27, 2004

Effective Date: May 28, 2004

William Mulcahy, Chief Operating Officer
550 Route 202/206
Bedminster, New Jersey 07921

2. Service Description and Rates (cont'd)

2.3 Resold Centrex Service (cont'd)

2.3.2 Number Retention Charge (Reserved for Future Use)

2.3.3 Number Release Charge (Reserved for Future Use)

As Approved in Case No. 04-0619-TP-ACN
Issue Date: April 27, 2004

Effective Date: May 28, 2004

William Mulcahy, Chief Operating Officer
550 Route 202/206
Bedminster, New Jersey 07921

2. Service Description and Rates (cont'd)2.3 Resold Centrex Service (cont'd)2.3.4 Feature Package

The feature package allows the customer to select any combination or all of the following features for a single monthly recurring charge, rather than subscribing to these features separately:

| | |
|---------------|------------------------------|
| Call Pick Up | Call Forward - Variable |
| Call Transfer | Three Way Conference Calling |
| Call Hold | Call Waiting |
| Speed Dial | |

2.3.4.1 Rate

| | Maximum Charge |
|--------------------------|----------------|
| Call Waiting* | |
| Non Recurring Charge | \$20.00 |
| Monthly Recurring Charge | \$11.00 |

As Approved in Case No. 04-0619-TP-ACN
Issue Date: April 27, 2004

Effective Date: May 28, 2004

William Mulcahy, Chief Operating Officer
550 Route 202/206
Bedminster, New Jersey 07921

2 Service Description and Rates (cont'd)

2.4 Resold Business Line Service

- A Resold Business Line service offers the Customer a choice of billing options, and a host of optional features. Term plans are also available.

As Approved in Case No. 04-0619-TP-ACN
Issue Date: April 27, 2004

Effective Date: May 28, 2004

William Mulcahy, Chief Operating Officer
550 Route 202/206
Bedminster, New Jersey 07921

2 Service Description and Rates (cont'd)**2.4 Resold Business Line Service****2.4.1 Rates**

Billing Option 1 - Customers receive a lower monthly recurring line charge in exchange for a term plan.

| | Monthly Recurring Charge | Per Call Charge |
|------------------|---------------------------------|------------------------|
| Term Plan | Max. | Max. |
| Month to Month | \$75.00 | \$.24 |
| One Year | \$63.00 | \$.24 |
| Two Year | \$54.00 | \$.24 |
| Three Year | \$48.00 | \$.24 |

Billing Option 2 - Customers receive a lower incremental charge in exchange for a term plan.

| | Monthly Recurring Charge | Incremental Charge* |
|------------------|---------------------------------|----------------------------|
| Term Plan | Max. | Max. |
| Month to Month | \$75.00 | \$.036 |
| One Year | \$75.00 | \$.034 |
| Two Year | \$75.00 | \$.032 |
| Three Year | \$75.00 | \$.029 |

* Billing is in six second increments with an 18 second minimum.

As Approved in Case No. 04-0619-TP-ACN
Issue Date: April 27, 2004

Effective Date: May 28, 2004

William Mulcahy, Chief Operating Officer
550 Route 202/206
Bedminster, New Jersey 07921

2 Service Description and Rates

2.5 Features

For feature descriptions, see Section 2.2 and feature rates, see Section 3.2

As Approved in Case No. 04-0619-TP-ACN
Issue Date: April 27, 2004

Effective Date: May 28, 2004

William Mulcahy, Chief Operating Officer
550 Route 202/206
Bedminster, New Jersey 07921

2 Service Description and Rates (cont'd)

2.6 Service Conversion Fees

- A Customers will be assessed a non-recurring fee for converting existing lines to the Company's service.

2.6.1 Service Conversion Waiver

- A Customers who opt for a term plan agreement are eligible for 100% waiver of Service Conversion Charges.

2.7 Installation Fees

- A A non-recurring installation fee will be assessed when a new line is added to a new or existing account.

As Approved in Case No. 04-0619-TP-ACN
Issue Date: April 27, 2004

Effective Date: May 28, 2004

William Mulcahy, Chief Operating Officer
550 Route 202/206
Bedminster, New Jersey 07921

2 Service Description and Rates (cont'd)

2.8 Directory Listings

2.8.1 Description

Directory listing will be provided in accordance with Section 1.6 of this tariff. The following types of listings are available:

(i) Primary Listing. A primary listing contains the name of the Customer, or the name under which business is regularly conducted, as well as the address and telephone number of the Customer. Primary listings are provided at no charge;

(ii) Additional Listings. Additional listings are available only in the names of Authorized Users of the Customer's service, as defined herein;

(iii) Non-Published Listings. Nonpublished listing are not printed in directories nor are they available from directory assistance. Nonpublished listings are subject to the provisions set forth in Sections 1.5.2 and 1.6;

(iv) Non-Listed Numbers. Non-listed numbers are those which provide for the omission or deletion of the Customer's listing from the telephone directory. Such listing are available from directory assistance;

(v) Foreign Listing. A foreign listing is one which is published in a directory not in the Customer's immediate calling area;

(vi) Extra Line Listings. Provides additional information after a main or additional listings.

(vii) Cross Reference Listing. This provides a reference to another listing in the same directory.

As Approved in Case No. 04-0619-TP-ACN
Issue Date: April 27, 2004

Effective Date: May 28, 2004

William Mulcahy, Chief Operating Officer
550 Route 202/206
Bedminster, New Jersey 07921

2 Service Description and Rates (cont'd)

2.8 RESERVED FOR FUTURUE USE

As Approved in Case No. 04-0619-TP-ACN
Issue Date: April 27, 2004

Effective Date: May 28, 2004

William Mulcahy, Chief Operating Officer
550 Route 202/206
Bedminster, New Jersey 07921

2 Service Description and Rates (cont'd)

2.9 Directory Assistance

- A The Customer may access Directory Assistance for the purpose of determining phone numbers within its local calling area by calling the Directory Assistance Operator. A monthly allowance of one call to Directory Assistance per account is allowed at no charge. A maximum of two number requests per call will be allowed.
- B The Customer will have the option of utilizing Directory Assistance Call Completion for the option of placing a call to the number requested.

2.9.1 Rates

For all calls to directory assistance beyond the monthly allowance specified above, the following charge will apply per call:

Max.
\$1.00

For all requests for Directory Assistance Call Completion, the following additional charge will apply:

Max.
\$.40

As Approved in Case No. 04-0619-TP-ACN
Issue Date: April 27, 2004

Effective Date: May 28, 2004

William Mulcahy, Chief Operating Officer
550 Route 202/206
Bedminster, New Jersey 07921

2 Service Description and Rates (cont'd)

2.9 Directory Assistance

2.9.2 Directory Assistance Credits

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

- (i) The Customer experiences poor transmission or is cut-off during the call; or
- (ii) The Customer is given the incorrect telephone number.

B To obtain credit, the Customer must contact its Customer Service representative.

As Approved in Case No. 04-0619-TP-ACN
Issue Date: April 27, 2004

Effective Date: May 28, 2004

William Mulcahy, Chief Operating Officer
550 Route 202/206
Bedminster, New Jersey 07921

2 Service Description and Rates (cont'd)

2.10 Operator Services

2.10.1 General

A The Customer has the option of contacting the incumbent local exchange company operator for general information, such as dialing instructions, country or city code information and Customer Service 800 numbers. The Customer may obtain the assistance of an incumbent local exchange operator to complete local exchange telephone calls in the following manner:

(i) Third Party Billing. Provides the Customer with the ability 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;

(ii) Collect Calls. 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;

(iii) Calling Cards. Provides the Customer with the capability of placing a call using a credit card of an interexchange carrier with or without the assistance of an operator;

(iv) Person to Person. 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;

(v) Station to Station. Calls completed with the assistance of an operator to a particular Station. The call may be billed to the called party.

As Approved in Case No. 04-0619-TP-ACN
Issue Date: April 27, 2004

Effective Date: May 28, 2004

William Mulcahy, Chief Operating Officer
550 Route 202/206
Bedminster, New Jersey 07921

2 Service Description and Rates (cont'd)

2.11 Reserved for Future Use

As Approved in Case No. 04-0619-TP-ACN
Issue Date: April 27, 2004

Effective Date: May 28, 2004

William Mulcahy, Chief Operating Officer
550 Route 202/206
Bedminster, New Jersey 07921

2 Service Description and Rates (cont'd)

Reserved for Future Use

As Approved in Case No. 04-0619-TP-ACN
Issue Date: April 27, 2004

Effective Date: May 28, 2004

William Mulcahy, Chief Operating Officer
550 Route 202/206
Bedminster, New Jersey 07921

2 Service Description and Rates (cont'd)

Reserved for Future Use

As Approved in Case No. 04-0619-TP-ACN
Issue Date: April 27, 2004

Effective Date: May 28, 2004

William Mulcahy, Chief Operating Officer
550 Route 202/206
Bedminster, New Jersey 07921

2 Service Description and Rates (cont'd)

Reserved for Future Use

As Approved in Case No. 04-0619-TP-ACN
Issue Date: April 27, 2004

Effective Date: May 28, 2004

William Mulcahy, Chief Operating Officer
550 Route 202/206
Bedminster, New Jersey 07921

2 Service Description and Rates (cont'd)

Reserved for Future Use

As Approved in Case No. 04-0619-TP-ACN
Issue Date: April 27, 2004

Effective Date: May 28, 2004

William Mulcahy, Chief Operating Officer
550 Route 202/206
Bedminster, New Jersey 07921

2 Service Description and Rates (cont'd)

2.12 Reserved for Future Use

2.13 Reserved for Future Use

2.14 Toll Disconnection

Please see section 1.10 for regulations pertaining to disconnection.

2.14.1 DePICing

Max.
\$5.00

2.15 Carrier to Carrier Rates

As a LEC that provides local service through its own facilities or in combination with its own facilities, all of the company's resale service offerings, with the exception of services not available for resale pursuant to Section IX.C. of the local competition guidelines, are available for resale to any other LEC on a non-discriminatory basis, at the retail rates set forth herein.

As Approved in Case No. 04-0619-TP-ACN
Issue Date: April 27, 2004

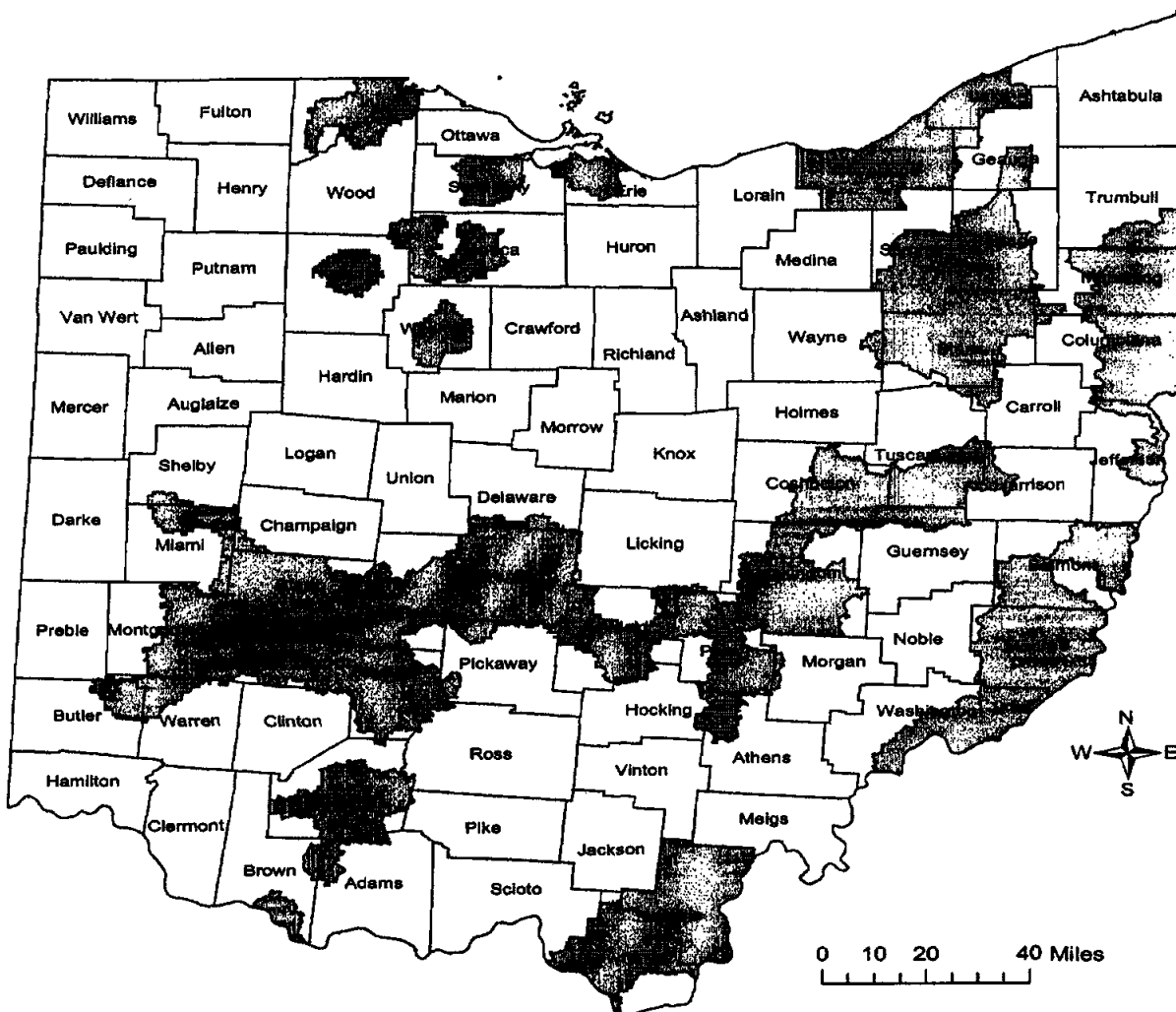
Effective Date: May 28, 2004

William Mulcahy, Chief Operating Officer
550 Route 202/206
Bedminster, New Jersey 07921

2 Service Description and Rates (cont'd)

2.16 Proposed Service Area

OHIO SERVICE AREA



As Approved in Case No. 04-0619-TP-ACN
Issue Date: April 27, 2004

Effective Date: May 28, 2004

William Mulcahy, Chief Operating Officer
550 Route 202/206
Bedminster, New Jersey 07921

3. Local Exchange Service Price List3.1 Resold Centrex Service

Without a Company long distance calling plan:

| | Monthly Recurring Charge | Per Call Charge |
|------------------|--------------------------|-----------------|
| Term Plan | | |
| Month to Month | \$35.00 | \$.08 |
| One Year | \$31.25 | \$.08 |
| Two Year | \$30.25 | \$.08 |
| Three Year | \$29.95 | \$.08 |

With a Company long distance calling plan:

| | Monthly Recurring Charge | Per Call Charge |
|------------------|--------------------------|-----------------|
| Term Plan | | |
| Month to Month | \$28.00 | \$.08 |
| One Year | \$24.25 | \$.08 |
| Two Year | \$23.25 | \$.08 |
| Three Year | \$22.95 | \$.08 |

As Approved in Case No. 04-0619-TP-ACN
Issue Date: April 27, 2004

Effective Date: May 28, 2004

William Mulcahy, Chief Operating Officer
550 Route 202/206
Bedminster, New Jersey 07921

3 Local Exchange Service Price List (cont'd)3.1 Resold Centrex Service (cont'd)3.1.1 Features

For descriptions of features, see Section 2.2 of this tariff.

| | Non-Recurring Charge | Monthly Recurring Charge |
|-------------------------------|----------------------|--------------------------|
| Call Forward | \$10.00 | \$2.79 |
| Call Forward Busy Line | \$2.00 | \$1.50 |
| Call Forward Don't Answer | \$2.00 | \$1.50 |
| Call Pick Up | \$10.00 | \$2.79 |
| Call Pick Up - Group | \$10.00 | \$1.00 |
| Call Transfer | \$10.00 | \$2.79 |
| Call Waiting | \$10.00 | \$2.79 |
| Caller ID Number | \$42.00 | \$6.50 |
| Caller ID Blocking (per call) | N/A | N/c |
| Caller ID Blocking (per line) | \$10.00* | N/c |
| Consultation Hold | \$10.00 | \$2.79 |
| Direct Connect Hotline | \$10.00 | \$5.50 |
| Speed Dial | \$10.00 | \$2.79 |
| Speed Dial, Expanded | \$10.00 | \$3.79 |
| Speed Dial, Group | \$10.00 | \$9.75 |
| Three Way Calling | \$10.00 | \$2.79 |
| Feature Package | \$10.00 | \$7.50 |

*No charge for non-published customers

As Approved in Case No. 04-0619-TP-ACN
Issue Date: April 27, 2004

Effective Date: May 28, 2004

William Mulcahy, Chief Operating Officer
550 Route 202/206
Bedminster, New Jersey 07921

3 Local Exchange Service Price List (cont'd)3.2 Resold Business Line Service

Billing Option 1

Without a Company Long Distance Plan:

| | Monthly Recurring Charge | Per Call Charge |
|------------------|--------------------------|-----------------|
| Term Plan | | |
| Month to Month | \$40.00 | \$.08 |
| One Year | \$36.00 | \$.08 |
| Two Year | \$33.00 | \$.08 |
| Three Year | \$31.00 | \$.08 |

With a Company Long Distance Calling Plan:

| | Monthly Recurring Charge | Per Call Charge |
|------------------|--------------------------|-----------------|
| Term Plan | | |
| Month to Month | \$33.00 | \$.08 |
| One Year | \$29.00 | \$.08 |
| Two Year | \$26.00 | \$.08 |
| Three Year | \$24.00 | \$.08 |

As Approved in Case No. 04-0619-TP-ACN
Issue Date: April 27, 2004

Effective Date: May 28, 2004

William Mulcahy, Chief Operating Officer
550 Route 202/206
Bedminster, New Jersey 07921

3 Local Exchange Service Price List (cont'd)3.2 Resold Business Line Service

Billing Option 2

Without a Company Long Distance Calling Plan:

| | Monthly Recurring Charge | Incremental Charge* |
|------------------|--------------------------|---------------------|
| Term Plan | | |
| Month to Month | \$36.00 | \$.026 |
| One Year | \$36.00 | \$.024 |
| Two Year | \$36.00 | \$.022 |
| Three Year | \$36.00 | \$.019 |

With a Company Long Distance Calling Plan:

| | Monthly Recurring Charge | Incremental Charge* |
|------------------|--------------------------|---------------------|
| Term Plan | | |
| Month to Month | \$29.00 | \$.026 |
| One Year | \$29.00 | \$.024 |
| Two Year | \$29.00 | \$.022 |
| Three Year | \$29.00 | \$.019 |

* Billing is in six second increments with a 18 second minimum.

As Approved in Case No. 04-0619-TP-ACN
Issue Date: April 27, 2004

Effective Date: May 28, 2004

William Mulcahy, Chief Operating Officer
550 Route 202/206
Bedminster, New Jersey 07921

3 Local Exchange Service Price List (cont'd)3.2 Resold Business Line Service (cont'd)3.2.1 Features

For feature descriptions, see section 2.2 of this tariff.

| | Non-Recurring Charge | Monthly Recurring Charge |
|-------------------------------|----------------------|--------------------------|
| Call Forward | \$10.00 | \$4.00 |
| Call Forward Busy Line | \$2.00 | \$0.75 |
| Call Forward Don't Answer | \$2.00 | \$0.75 |
| Call Waiting | \$10.00 | \$4.00 |
| Caller ID Name and Number | \$42.00 | \$9.00 |
| Caller ID Blocking (per call) | N/c | N/c |
| Caller ID Blocking (per line) | \$10.00* | N/c |
| Direct Connect Hotline | \$10.00 | \$1.50 |
| Speed Dial | \$10.00 | \$4.00 |
| Speed Dial, Expanded | \$10.00 | \$4.00 |
| Three Way Calling | \$10.00 | \$4.00 |

*No charge for non-published customers

As Approved in Case No. 04-0619-TP-ACN
Issue Date: April 27, 2004

Effective Date: May 28, 2004

William Mulcahy, Chief Operating Officer
550 Route 202/206
Bedminster, New Jersey 07921

3 Local Exchange Service Price List (cont'd)

3.3 Service Conversion Fees

| | |
|-----------------|---------|
| First Line | \$51.00 |
| Additional Line | \$21.00 |

3.4 Installation Fees

| | |
|-----------------|---------|
| First Line | \$78.00 |
| Additional Line | \$29.00 |

As Approved in Case No. 04-0619-TP-ACN
Issue Date: April 27, 2004

Effective Date: May 28, 2004

William Mulcahy, Chief Operating Officer
550 Route 202/206
Bedminster, New Jersey 07921

3 Local Exchange Service Price List (cont'd)3.5 Directory Listings

| | Non-Recurring Charge | Monthly Recurring Charge |
|-------------------------|----------------------|--------------------------|
| Primary Listing | n/c | n/c |
| Additional Listing | \$10.00 | \$1.95 |
| Non-Published Listing | \$10.00 | \$1.95 |
| Non-Listed Number | \$10.00 | \$1.95 |
| Foreign Listing | \$10.00 | \$1.95 |
| Extra Line Listing | \$10.00 | \$1.95 |
| Cross Reference Listing | \$10.00 | \$1.95 |

3.6 Directory Assistance

A For all calls to local directory assistance beyond the monthly allowance of one call per month, the following charge will apply per call:

\$.30 per call

B For all requests for local Directory Assistance Call Completion, the following additional charge will apply:

\$.30 per request

As Approved in Case No. 04-0619-TP-ACN
Issue Date: April 27, 2004

Effective Date: May 28, 2004

William Mulcahy, Chief Operating Officer
550 Route 202/206
Bedminster, New Jersey 07921

3 Local Exchange Service Price List (cont'd)**3.7 Operator Services**

| | |
|---|--------|
| Automated Calling Card Station to Station | \$.50 |
| Customer Dialed - Operator Assisted- | \$1.25 |
| Calling Card - Station-to-Station | \$1.25 |
| Operator Handled - Station-to-Station | \$1.10 |
| Operator Handled - Person-to-Person | \$3.00 |
| Operator Handled - Third Number Billed | \$1.50 |
| Operator Handled - Collect Calls | \$1.50 |

3.8 Presubscription

| | |
|---|---------|
| Change in carrier, first line, non-recurring | \$ 5.00 |
| Change in carrier, each add'l line, non-recurring | \$ 1.50 |

3.9 Insufficient Fund Charge \$15.00**3.10 DePICing** charge currently waived**3.11 E-911** \$0.12 per month
Ameritech pass through**3.12 Carrier to Carrier Rates**

As a LEC that provides local service through its own facilities or in combination with its own facilities, all of the company's resale service offerings, with the exception of services not available for resale pursuant to Section IX.C. of the local competition guidelines, are available for resale to any other LEC on a non-discriminatory basis, at the retail rates set forth herein.

As Approved in Case No. 04-0619-TP-ACN
Issue Date: April 27, 2004

Effective Date: May 28, 2004

William Mulcahy, Chief Operating Officer
550 Route 202/206
Bedminster, New Jersey 07921

4. Toll Service Regulations

4.1 Undertaking of the Company

This tariff contains the regulations and rates applicable to intrastate resale telecommunications services provided by the Company for interexchange telecommunications between points within the State of Ohio. Resale services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff in compliance with limitations set forth in the Commission's rules. The Company's services are provided on a statewide basis in all 88 counties. The Company offers service to all those who desire to purchase service from the Company consistent with all of the provisions of this tariff. Customers interested in the Company's services shall file a service application with the Company which fully identifies the Customer, the services requested and other information requested by the Company. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the Customer, to allow connection of a Customer's location to a service provided by the Company. The Customer shall be responsible for all charges due for such service arrangement.

4.1.1 The services provided by the Company are not part of a joint undertaking with any other entity providing telecommunications channels, facilities, or services, but may involve the resale of the Message Toll Services (MTS) and Wide Area Telecommunications Services (WATS) of underlying common carriers subject to the jurisdiction of this Commission.

4.1.2 The rates and regulations contained in this tariff apply only to the resale services furnished by the Company and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carriers for use in accessing the services of the Company.

4. Toll Service Regulations (cont'd)

- 4.1.3 The Company reserves the right to discontinue furnishing services, or limit the use of service necessitated by conditions beyond its control, including, without limitation: lack of satellite or other transmission medium capacity; the revision, alteration or repricing of the Underlying Carrier's tariffed offerings; or when the use of service becomes or is in violation of the law or the provisions of this tariff.

4.2 Use of Services

- 4.2.1 The Company's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services, subject to any limitations set forth in this Section 4.2.
- 4.2.2 The use of the Company's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.
- 4.2.3 The use of the Company's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- 4.2.4 The Company's services are available for use 24 hours per day, 7 days per week.
- 4.2.5 The Company does not transmit messages, but the services may be used for that purpose.
- 4.2.6 The Company's services may be denied for nonpayment of charges or for other violations of this tariff.

4. Toll Service Regulations (cont'd)

- 4.2.7 Customers shall not use the service provided under this tariff for any unlawful purpose.
- 4.2.8 The Customer is responsible for notifying the Company immediately of any unauthorized use of services.

4.3 Liability of the Company

- 4.3.1 The Company shall not be liable for any claim, loss, expense or damage for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by the Underlying Carrier, an act of God, fire, war, civil disturbance, act of government, or due to any other causes beyond the Company's control.
- 4.3.2 The Company shall not be liable for, and shall be fully indemnified and held harmless by the Customer against any claim, loss, expense, or damage for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data or information transmitted.
- 4.3.3 No agent or employee of any other carrier or entity shall be deemed to be an agent or employee of the Company.
- 4.3.4 The Company's liability for damages, resulting in whole or in part from or arising in connection with the furnishing of service under this tariff, including but not limited to mistakes, omissions, interruptions, delays, errors, or other defects or misrepresentations shall not exceed an amount equal to the charges provided for under this tariff for the long distance call for the period during which the call was affected. No other liability in any event shall attach to the Company.

4. Toll Service Regulations (cont'd)

- 4.3.5 Unless caused by the Company's negligence, the Company shall not be liable for and shall be indemnified and saved harmless by any Customer or by any other entity from any and all loss, claims, demands, suits, or other action or any liability whatsoever, whether suffered, made, instituted, or asserted by any Customer or any other entity for any personal injury to, or death of, any person or persons, and for any loss, damage, defacement or destruction of the premises of any Customer or any other entity or any other property whether owned or controlled by the Customer or others.
- 4.3.6 The Company shall not be liable for any indirect, special, incidental, or consequential damages under this tariff including, but not limited to, loss of revenue or profits, for any reason whatsoever, including the breakdown of facilities associated with the service, or for any mistakes, omissions, delays, errors, or defects in transmission occurring during the course of furnishing service.
- 4.3.7 The remedies set forth herein are exclusive and in lieu of all other warranties and remedies, whether express, implied, or statutory, **INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
- 4.3.8 Approval of limitation of liability language by the PUCO does not constitute a determination by the Commission that the limitation of liability imposed by the Company should be upheld in a court of law. Approval by the Commission merely recognizes that since it is a court's responsibility to adjudicate negligence and consequent damage claims, it is also the court's responsibility to determine the validity of the exculpatory clause.

4. Toll Service Regulations (cont'd)

4.4 Responsibilities of the Customer

- 4.4.1 The Customer is responsible for placing any necessary orders and complying with tariff regulations. The Customer is also responsible for the payment of charges for services provided under this tariff.
- 4.4.2 The Customer is responsible for charges incurred for special construction and/or special facilities which the Customer requests and which are ordered by the Company on the Customer's behalf.
- 4.4.3 If required for the provision of the Company's services, the Customer must provide any equipment space, supporting structure, conduit and electrical power without charge to the Company.
- 4.4.4 The Customer is responsible for arranging access to its premises at times mutually agreeable to the Company and the Customer when required for the Company personnel to install, repair, maintain, program, inspect or remove equipment associated with the provision of the Company's services.
- 4.4.5 The Customer shall cause the temperature and relative humidity in the equipment space provided by Customer for the installation of the Company's equipment to be maintained within the range normally provided for the operation of microcomputers.
- 4.4.6 The Customer shall ensure that the equipment and/or system is properly interfaced with Company facilities or services, that the signals emitted to network are of the proper mode, bandwidth, power and signal level for the intended use of the subscriber and in compliance with criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade service to other Customers.

4. Toll Service Regulations (cont'd)

- 4.4.7 The Customer must pay the Company for replacement or repair of damage to the equipment or facilities of the Company caused by negligence or willful act of the Customer, by improper use of the services, or by use of equipment provided by Customer.
- 4.4.8 The Customer must pay for the loss through theft of any the Company equipment installed at Customer's premises.
- 4.4.9 If the Company installs equipment at Customer's premises, the Customer shall be responsible for payment of any applicable installation charge.
- 4.4.10 The Customer must use the services offered in this tariff in a manner consistent with the terms of this tariff and the policies and regulations of all state, federal and local authorities having jurisdiction over the service.

4.5 Cancellation of Services

When a customer cancels an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.

Where the Company has notified a customer or prospective customer of the possibility that special expenses may be incurred in connection with provisioning their service, and then the Company does incur such expenses. Expenses could include special construction, or where special arrangements of facilities or equipment have begun before the Company received a cancellation notice. The charge will be equal to the costs actually incurred, less net salvage.

4. Toll Service Regulations (cont'd)

- 4.5.2 Without incurring liability, the Company may interrupt the provision of services at any time in order to perform tests and inspections to assure compliance with tariff regulations and the proper installation and operation of Customer and the Company's equipment and facilities and may continue such interruption until any items of noncompliance or improper equipment operation so identified are rectified.
- 4.5.3 Service may be discontinued by the Company without notice to the Customer, by blocking traffic to certain cities or NXX exchanges, or by blocking calls using certain Customer authorization codes, when the Company deems it necessary to take such action to prevent unlawful use of its service. The Company will restore service as soon as it can be provided without undue risk, and will, upon request by the Customer affected, assign a new authorization code to replace the one that has been deactivated.
- 4.5.4 The Customer may terminate service upon reasonable notice. Customer will be liable for all usage on any of the Company's service offerings until the Customer actually leaves the service. Customers will continue to have Company usage until the Customer notifies its local exchange carrier and changes its long distance carrier. Until the Customer so notifies its local exchange carrier, it shall continue to generate and be responsible for long distance usage.

4. **Toll Service Regulations** (cont'd)

4.6 **Credit Allowance**

- 4.6.1 Credit allowance for the interruption of service which is not due to the Company's testing or adjusting, negligence of the Customer, or to the failure of channels or equipment provided by the Customer, are subject to the general liability provisions set forth in 4.3 herein. It shall be the obligation of the Customer to notify the Company immediately of any interruption in service for which a credit allowance is desired. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission by the Customer within his control, or is not in wiring or equipment, if any, furnished by the Customer and connected to the Company's facilities.
- 4.6.2 No credit is allowed in the event that service must be interrupted in order to provide routine service quality or related investigations.
- 4.6.3 Credit for failure of service shall be allowed only when such failure is caused by or occurs due to causes within the control of the Company or in the event that the Company is entitled to a credit for the failure of the facilities of the Company's Underlying Carrier used to furnish service.
- 4.6.4 Credit for interruption shall commence after the Customer notifies the Company of the interruption or when the Company becomes aware thereof, and ceases when service has been restored.
- 4.6.5 For purposes of credit computation, every month shall be considered to have 720 hours.
- 4.6.6 No credit shall be allowed for an interruption of a continuous duration of less than two hours.

4. Toll Service Regulations (cont'd)

- 4.6.7 The Customer shall be credited for an interruption of two hours or more at the rate of 1/720th of the monthly charge for the facilities affected for each hour or major fraction thereof that the interruption continues.

Credit Formula:

$$\text{Credit} = \frac{A}{720} \times B$$

"A" - outage time in hours

"B" - monthly charge for affected activity

4.7 Deposit

- 4.7.1 Applicants for service may be required prior to establishing service to provide the Company a security deposit. 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. Reestablishment of credit for service will be in accordance with Rule 4901:1-17-04. Additional requirements may be found in Section 1.9.2 of this tariff.

- 4.7.2 The deposit will not exceed an amount equal to two month's average monthly bill for all regulated local exchange services for ensuing twelve months, plus thirty percent (30%) of estimated monthly charges.

4.8 Payment and Billing

- 4.8.1 Service is provided and billed on a billing cycle basis, beginning on the date that service becomes effective. Billing is payable upon receipt. Interest at the rate of 1.5% per billing cycle, or the amount otherwise authorized by law, whichever is lower, will accrue upon any unpaid amount commencing 30 days after rendition of bills.

Payment and billing practices will be in accordance with the Minimum Telephone Service Standards, Section 4901:1-5-15.

4. Toll Service Regulations (cont'd)

- 4.8.2 The customer is responsible for payment of all charges for services furnished to the Customer, as well as to all persons using the Customer's codes, exchange lines, facilities, or equipment, with or without the knowledge or consent of the Customer. The security of the Customer's Authorization Codes, presubscribed exchange lines, and direct connect facilities is the responsibility of the Customer. All calls placed using direct connect facilities, presubscribed exchange lines, or Authorization Codes will be billed to and must be paid by the Customer. Recurring charges and non-recurring charges are billed in advance. The initial billing may, at Company's option, also include one month's estimated usage billed in advance. Thereafter, charges based on actual usage during a month and any accrued interest will be billed monthly in arrears.
- 4.8.3 All bills are presumed accurate, and shall be binding on the customer unless objection is received by the Company after such bills are rendered. No credits, refunds, or adjustments shall be granted if demand therefore is not received by the Company.

4. Toll Service Regulations (cont'd)

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

4.10 Late Charge

A late payment charge of 1.5% is not applicable to subsequent rebilling of any amount to which a late payment charge has already been applied. Late charges are to be applied without discrimination.

4. Toll Service Regulations (cont'd)

4.11 Payphone Dial Around Surcharge

A dial around surcharge of \$0.28 per call will be added to any completed INTRASTATE toll access code and subscriber 800/888 type calls placed from a public or semi-public payphone.

4.12 Presubscribed Interexchange Carrier Charge

A Presubscribed Interexchange Carrier Charge ("PICC") applies on a monthly basis to all Customer monthly bills as permitted by the Commission.

4.13 Returned Check Charge

A \$25.00 fee will be charged whenever a check or draft presented for payment for service is not accepted by the institution on which it is written.

4.14 Customer Complaints and/or Billing Disputes

Customer inquiries or complaints regarding service or accounting may be made in writing or by telephone to the Company at:

550 Route 202/206
Bedminster, New Jersey 07921
(800) 768-2852

Or at the Commission:

Attn: Public Interest Center
Ohio Public Utilities Commission
180 East Broad Street
Columbus, Ohio 43215-3793
(800)-686-7826 (voice)
(800)-686-1570 (TDD)

4. Toll Service Regulations (cont'd)

4.15 Service Offerings

4.15.1 1+ Dialing

The customer utilizes "1+" dialing, or "101XXXX" dialing followed by "1 + ten digits" for interLATA calls, or dials "101XXXX" followed by "1 + 7 digits" or "1 + 10 digits" for intraLATA calls.

4.15.2 Travel Cards.

The Customer utilizes an 11 digit "800" access number established by the Company to access a terminal. Upon receiving a voice prompt, the Customer uses push button dialing to enter an identification code assigned by the Company, followed by the ten digit number of the called party.

4. Toll Service Regulations (cont'd)

4.15.3 800 Service (Toll free).

This service is inbound calling only where an 800, 888 or other toll-free prefix number rings into a Customer's premise routed to a specific telephone number or terminated over a dedicated facility.

4. Toll Service Regulations (cont'd)

4.15.4 Company Prepaid Calling Cards.

This service permits use of Company Prepaid Calling Cards for placing long distance calls. Customers may purchase Company Prepaid Calling Cards at a variety of retail outlets or through other distribution channels. Company Prepaid Calling Cards are available at a variety of face values. Company Prepaid Calling Card service is accessed using the Company toll-free number printed on the card. The caller is prompted by an automated voice response system to enter his/her Authorization Code, and then to enter the terminating telephone number. The Company's processor tracks the call duration on a real time basis to determine the number of Telecom Units consumed. The total consumed Telecom Units for each call is deducted from the remaining Telecom Unit balance on the Customer's Prepaid Calling Card.

All calls must be charged against a Company Prepaid Calling Card that has a sufficient Telecom Unit balance. A Customer's call will be interrupted with an announcement when the balance is about to be depleted. Calls in progress will be terminated by the Company if the balance on the Company Prepaid Calling Card is insufficient to continue the call.

A card will expire 12 months from the date of first usage or last recharge. The expiration date will be provided to the Customer at the point of sale. The Company will not refund unused balances.

4. **Toll Service Regulations** (cont'd)

A credit allowance for Company Prepaid Calling Card Service is applicable to calls that are interrupted due to poor transmission, one-way transmission, or involuntary disconnection of a call. To receive the proper credit, the Customer must notify the Company at the designated toll-free customer service number printed on the Company Prepaid Calling Card and furnish the called number, the trouble experienced (e.g. cut-off, noisy circuit, etc.), and the approximate time that the call was placed.

When a call charged to a Company Prepaid Calling Card is interrupted due to cut-off, one-way transmission, or poor transmission conditions, the Customer will receive a credit equivalent of one Telecom Unit.

Credit allowances for calls pursuant to the Company Prepaid Card Service do not apply for interruptions not reported promptly to the Company or interruptions that are due to the failure of power, equipment or systems not provided by the Company.

Credit for failure of service shall be allowed only when such failure is caused by or occurs due to causes within the control of the Company.

The Company will block all calls beginning with the NPA "900" and NXX "976" calls, therefore such calls can not be completed.

4. Toll Service Regulations (cont'd)

4.15.5 Directory Assistance.

Access to long distance directory assistance is obtained by dialing 1 + 555-1212 for listings within the originating area code and 1 + (area code) + 555-1212 for other listings. When more than one number is requested in a single call, a charge will apply for each number requested. A charge will be applicable for each number requested, whether or not the number is listed or published.

4. Toll Service Regulations (cont'd)

4.16 Discontinuance of Service

- A In addition to enforcing, on its own behalf, the Company's own billing, credit/deposit and disconnection policies with respect to all regulated telephone services provided by the Company itself, the Company is not precluded from entering into formal contracts with other toll service providers which would authorize the Company as a formal contractual agent of such other toll service providers for purposes of enforcing the billing, credit/deposit, and disconnection policies of such other toll service providers.
- B Unless and until it has entered into a formal contract specifically authorizing it to do so, the Company is not permitted to enforce the billing, credit/deposit and disconnection policies of any toll service provider.
- C In Case No. 95-790-TP-COI, the Public Utilities Commission of Ohio established a policy under which the procedural and substantive safeguards which are afforded to applicants for local exchange service and to subscribers of local exchange service under Chapter 4901:1-5, O.A.C., as pertains to billing, establishing credit/deposits, and to disconnection, shall also inure to applicants for toll services, regardless of whether such service is provided by a local exchange company or another toll service provider. All practices of the Company, pertaining to either the provision of its own toll service, if any, or as a duly-authorized agent for another toll service provider, shall conform with this policy.

4. Toll Service Regulations (cont'd)

- D When the Company disconnects toll service for nonpayment of toll debt, whether owed to the Company or to some other provider of toll service, the method of toll disconnection which the Company utilizes:
- (i) must not function as a vehicle by which the (nonpaying) toll subscriber is denied access, through presubscription, to any other toll service provider besides the one whose provision of toll service has precipitated the toll disconnection;
 - (ii) must be available from the Company, by tariff, on a nondiscriminatory basis to all toll service providers; and
 - (iii) may consist of either a depicing mechanism or else a selective toll blocking service.
- E Neither purchase of the toll service provider's accounts receivable by the Company, nor a requirement that the Company be the billing and collection agent for the toll service provider, shall be established as a necessary precondition imposed by the Company in connection with its tariffed disconnection services offered on a nondiscriminatory basis to all toll service providers.
- F The following toll disconnection service offerings will be available on a nondiscriminatory basis to all toll service providers in areas where implementation of intraLATA equal access has occurred. This will be the same method that the Company itself utilizes in connection with its own provision, if any, of toll service:
- (i) DePICing. DePICing is a method whereby a Customer's access to continued 1+ access to a specific toll provider is discontinued. It does not affect Customer's access to other toll provider's services. There will be no charge for this service.
- G Discontinuance of services practices will be in accordance with the Minimum Telephone Service Standards, Section 4901:1-5-17

4. Toll Service Regulations (cont'd)

PRICE LIST

1 + Dialing

\$0.149 per minute

Travel Cards

\$0.25 per minute

800 Service

\$0.154 per minute

A monthly service charge of \$20 per number will apply.

Prepaid Calling Cards

\$.30 Per Telecom Unit

Directory Assistance Charges

\$.65 per number requested

Returned Check Charge

\$25.00

EXHIBIT B

Proposed Revised Tariff Pages

*This tariff Ohio Tariff No. 4 cancels and replaces in its entirety the
Ohio Tariff No. 1 for Interexchange Service and
Ohio Tariff No. 2 for Local Exchange and Toll Services
on file with the Commission*

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES

APPLYING TO LOCAL EXCHANGE SERVICE

FURNISHED BY

BCN TELECOM, 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 tarified in accordance with the Competitive Retail Telephone Rules (Case No. 06-1345-TP-ORD).

The Company is subject to and will follow the Commission's rules for Minimum Telephone Service Standards (MTSS) found in Chapter 4901:1-5 of the Ohio Administrative Code.

The Company provides certain Detariffed/Nonregulated services which are found in the Company's Pricing Guide, available for viewing on the Company website at www.bcntele.com, or by contacting the Company at 550 Hills Drive, Bedminster, NJ or toll free at (888) 866-7266.

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.

| <u>Page</u> | <u>Revision</u> | <u>Page</u> | <u>Revision</u> | <u>Page</u> | <u>Revision</u> |
|-------------|-----------------|-------------|-----------------|-------------|-----------------|
| 1 | Original | 26 | Original | 51 | Original |
| 2 | Original | 27 | Original | 52 | 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 | | |
| 17 | Original | 42 | Original | | |
| 18 | Original | 43 | Original | | |
| 19 | Original | 44 | Original | | |
| 20 | Original | 45 | Original | | |
| 21 | Original | 46 | Original | | |
| 22 | Original | 47 | Original | | |
| 23 | Original | 48 | Original | | |
| 24 | Original | 49 | Original | | |
| 25 | Original | 50 | Original | | |

TABLE OF CONTENTS

| | |
|---|----|
| CHECK SHEET | 1 |
| TABLE OF CONTENTS | 2 |
| EXPLANATION OF SYMBOLS | 3 |
| APPLICATION OF TARIFF | 4 |
| EXPLANATION OF TERMS | 5 |
| 1. REGULATIONS | 13 |
| 2. SERVICE DESCRIPTIONS AND RATES | 39 |
| 3. PROMOTIONAL OFFERINGS | 51 |

EXPLANATION OF SYMBOLS

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

- C - To indicate changed regulation.
- D - To indicate discontinued rate or regulation.
- I - To indicate increased rate.
- M - To indicate a move in the location of text.
- N - To indicate a new rate or regulation.
- R - To indicate a reduced rate.
- S - To indicate a reissued matter
- T - To indicate a change in text but no change in 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 BCN Telecom, 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.bcntele.com or by contacting the Company at 550 Hills Drive, Bedminster, NJ 07921 or toll free at (888) 766-7266.

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 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.

EXPLANATION OF TERMS

ADVANCE PAYMENT

A payment that may be required by a local service provider as a means of being compensated for extraordinary expenses, including, but not limited to, special construction costs associated with a particular service installation.

AGENCY

For 911 or E911 service, the government agency(s) designated as having responsibility for the control and staffing of the emergency report center.

AUTHORIZATION CODE

A numerical code assigned to a Customer to enable the Company to identify the origin of the Customer so it may rate and bill the call.

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.

ATTENDANT

An operator of a PBX console or telephone switchboard.

BUILDING

A structure enclosed within exterior walls or fire walls, built, erected and framed of component structural parts and designated for permanent occupancy.

CALL INITIATION

The point in time when the exchange network facility is initially allocated for the establishment of a specific call.

CALL TERMINATION

The point in time when the exchange network facility allocated to a specific call is released for reuse by the network.

EXPLANATION OF TERMS (cont'd)

CENTRAL OFFICE

An operating office of the incumbent local exchange company where connections are made between telephone exchange lines.

CUSTOMER

A person, firm, partnership, limited liability company, corporation, municipality, cooperative association or organization, governmental agency, or other entity receiving telecommunications services.

DEPICING

DePICing service limits the Company's customer's toll access to 101XXXX and 0- dialing until the customer selects a different provider or until the toll service provider requests removal of the dePICing service.

EMERGENCY

A situation that appears to present immediate danger to person or property.

EMERGENCY SERVICE (ENHANCED 911)

Allows customers to reach appropriate emergency services, including police, fire and medical services. FAA/Iced 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 provided to the primary E911 provider for display at the Public Safety Answering Point (PSAP).

E911 SERVICE AREA

The geographic area in which the government agency will respond to all E911 calls and dispatch appropriate emergency assistance.

EXPLANATION OF TERMS (cont'd)

E911 CUSTOMER

A governmental agency that is the customer of record and is responsible for all negotiations, operations and payment of bills in connection with the provision of E911 service.

ERROR

A discrepancy or unintentional deviation by the Company from what is correct or true. An "error" can also be an omission in records.

EXCHANGE

An area, consisting of one or more central office districts, within which a call between any two points is a local call.

EXCHANGE ACCESS LINE

A central office line furnished for direct or indirect access to the exchange system.

FINAL ACCOUNT

A customer's outstanding charges still owed to the Company.

INVESTIGATIVE OR LAW ENFORCEMENT OFFICER

An officer of the United States, a state or a political subdivision of the United States which is empowered by law to investigate or make arrests for crimes related to communications, or an attorney authorized by law to prosecute those crimes.

EXPLANATION OF TERMS (cont'd)

LAST NUMBER REDIAL

Enables a station line user to redial the last called number by use of an access code rather than dialing the entire number.

LATA

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

LOCAL CALL

A call which is not rated as a long distance call.

LOCAL CALLING AREA

The area, consisting of one or more central office districts, within which a subscriber for exchange service may make telephone calls without a long distance charge.

LOCAL EXCHANGE CARRIER

A company that furnishes exchange telephone service.

LOCAL SERVICE

Telephone exchange service within a local calling area. MOVE

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

PBX

A private branch exchange.

EXPLANATION OF TERMS (cont'd)

PREPAID ACCOUNT

An inventory of Telecom Units purchased in advance by the Customer, and associated with one and only one Authorization Code as contained in a specific Prepaid Calling Card.

PREPAID CALLING CARD

A card issued by the Company, containing an Authorization Code which identifies a specific Prepaid Account of Telecom Units, which enables calls to be processed, account activity to be logged, and balances to be maintained, on a prepayment basis.

PRESUBSCRIPTION

An arrangement whereby a Customer may select and designate to the Company an Exchange Carrier it wishes to access, without an access code, for completing intraLATA and interLATA toll calls. The selected Exchange Carrier is referred to as the End User's Primary Interexchange Carrier (PIC).

PRIVATE BRANCH EXCHANGE SERVICE

Service providing facilities for connecting central office trunks and tie lines to PBX STATIONS, and for interconnecting PBX station lines by means of a switchboard or dial apparatus.

PROMPT PAYMENT

A customer has paid his bills for service for twelve consecutive months without having had service discontinued for nonpayment of his bill, and without having had more than two occasions on which his bill was not paid by the time specified by the regulations of the utility regarding prompt payment of bills, and the customer is not currently delinquent in the payment of his bills.

RATE CENTER

Company-designated service locations from which service is rendered or rated.

EXPLANATION OF TERMS (cont'd)

RECURRING CHARGES

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

SERVICE COMMENCEMENT DATE

The first day following the date on which the Company notifies the customer that the requested service 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 and this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date.

SERVICE ORDER

The written request for Network Services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

SERVING CENTRAL OFFICE

The central office from which local service is furnished. SPEED

SPEED CALLING

Permits a station line user to dial selected numbers by using fewer digits than normally required. This is accomplished through the assignment of abbreviated codes to frequently called numbers. The speed calling list is customer-changeable.

EXPLANATION OF TERMS (cont'd)

TELECOMMUNICATIONS RELAY SERVICE (IRS)

Enables deaf, hard-of-hearing or speech-impaired persons who use a Text Telephone (IT) or similar devices to communicate freely with the hearing population not using TT or vice versa. A customer will be able to access the state provider to complete such calls.

TELECOM UNIT

A measurement of telecommunications service equivalent to one minute of usage.

TELEPHONE CALL

A voice connection between two or more telephone stations through the public switched exchange system.

TERMINATION OF SERVICE

Discontinuance of both incoming and outgoing service.

TOLL BLOCKING

Allows end users to block direct-dialed long distance calls from their telephones.

EXPLANATION OF TERMS (cont'd)

TOLL CALL

Any call extending beyond the local exchange of the originating caller which is rated on a toll schedule by the Company.

UNDERLYING CARRIER

The telecommunications carrier whose network facilities provide the technical capability and capacity necessary for the provision of toll services.

USER

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

1. Local Exchange Service Regulations

1.1 Undertaking of the Company

- A. The Company undertakes to provide the services in this tariff on the terms and conditions and at the rates and charges set forth herein. The services in this tariff are provided on a resale basis. AT&T Ohio is the underlying incumbent local exchange carrier.
- B. The Company is responsible under this tariff only for the services provided herein, and it assumes no responsibility for any service provided by any other entity, not including agents of the Company. Customers may *use* services provided under this tariff to obtain access to services offered by other service providers. However, this does not permit the Company to offer *any* services it purchased from AT&T Ohio on a resale basis for resale to other carriers.
- C. The Company will provide a toll-free number giving Customers access to service personnel 24 hours per day, 7 days per week.
- D. The Company will comply with any applicable quality of service requirements according to Ohio laws and rules.

1.2 Terms and Conditions

- A Business Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. The Business Customer will be required to execute any other documents as may be reasonably requested by the Company.

1. Local Exchange Service Regulations (cont'd)

1.2 Terms and Conditions (cont'd)

- B. Business Service is provided for a minimum period of at least one month, 24 hours a day. A month is considered to have thirty days unless otherwise specified. At the expiration of the initial terms specified in each service order, or in any extension thereof, service shall continue on a month to month basis at the then current tariffed, month to month rates, unless terminated by the Business Customer. Any termination shall not relieve the Business Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- C. This tariff shall be interpreted and governed by the laws of the State of Ohio without regard for the State's choice of laws provisions.
- D. Another telephone company must not interfere with the right of any person or entity to obtain service directly from the Company.
- E. 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.
- F. 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.

1. Local Exchange Service Regulations (cont'd)

1.2 Terms and Conditions (cont'd)

- G. In response to a subpoena or investigation or other demand issued or authorized by a court or government agency, the Company shall provide customer records and related information without further notice.

1.3 Notification of Service Affecting Activities

- A. The Company will provide the Customer reasonable notification of service-affecting activities that may occur in the normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventive 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-affecting activities. The Company will work cooperatively with the Customer to determine 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.

1. Local Exchange Service Regulations (cont'd)

1.4 Provision of Services

- A. The Company will make 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 this tariff. The Service installation shall be completed within five business days after a service order is placed. Company will credit in accordance with 4901:1-5 for delayed install, missed install or repair appointments and commitments.
- B. The Company shall use reasonable efforts to maintain the services that it furnishes to the Customer. The Customer may not rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the services provided by the Company, except upon the written consent of the Company. The Customer may not permit others to rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the services provided by the Company, except upon the written consent of the Company.
- C. The furnishing of service under this tariff is subject to the availability of all the necessary facilities.
- D. Customer bears all responsibility in the event they utilize equipment not approved or authorized by the Company. Customer shall supply all electrical power and other utilities necessary to operate or use the services provided.

1. Local Exchange Service Regulations (cont'd)

1.4 Provision of Services (cont'd)

E. 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 services furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of services offered under this tariff and to the maintenance and operation of such services. Beyond this responsibility, the Company shall not be responsible for:

- (i) the transmission of signals by Customer provided equipment or for the quality of, or defects in such transmission; or
- (ii) the reception of signals by Customer provided equipment; or
- (iii) network control signaling where such signaling is performed by Customer provided network control signaling equipment.

F. 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.

1.5 Reserved for future use.

1. Local Exchange Service Regulations (cont'd)

1.6 Directory Listings

- A. The Company will, as a service to the Customer, arrange for listing of Customer's phone number in the local white pages telephone directories, such listing to consist of one line of standard type. Customer must contact its yellow pages representative concerning its advertising in yellow pages directories.
- B. When a Customer with a nonpublished telephone number, as defined herein, places a call to Emergency 911 Service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for the Emergency 911 Service upon request of such governmental authority. By subscribing to service under this tariff, Customer acknowledges and agrees with the release of information as described above.

1. Local Exchange Service Regulations (cont'd)

1.7 Interruptions in Service

An interruption is deemed to have occurred when the phone lines of the underlying provider are inoperative. If a Customer reports a facility, service or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

1.7.1 Temporary Suspension for Maintenance

- A. The Company's underlying provider shall have the right to make necessary repairs or changes in its services at any time and will have the right to suspend or interrupt service temporarily for the purpose of making the necessary repairs or changes in its system. When such suspension or interruption of service for any appreciable period is necessary, the Company will give the Customers who may be affected as reasonable notice thereof as circumstances will permit, and will perform the work with reasonable diligence, and if practicable at times that will cause the Customer the least inconvenience. When the Company's services are being repaired or changed, it shall take appropriate precautions to avoid unnecessary interruptions of Customer's service.

1.7.2 Credit Allowance for Interruptions

- A Interruptions of 24 hours or more, are reported to or detected by the Company, and which are not due to negligence or willful act of the Customer are credited to the Customer at the pro rata monthly charge involved for each twenty-four hours or fraction thereof of interruption. Credit is not allowed for interruptions to service of less than 24 hours. Credit allowances for service outages that exceed 24 hours in duration will be rounded up to the next whole 24 hours.
- B For calculating credit allowances, every month is considered to have 30 days. A credit allowance for up to 48 hours is applied on a pro rata basis against the monthly recurring charges. A credit of at least one third of a month will be made for interruptions of 48 to 72 hours, and a credit of at least two-thirds of a month will be made for interruptions of 72 to 96 hours, with a full month credit for interruptions in excess of 96 hours. Only those facilities on the interrupted portion of circuit will receive a credit.

1. Local Exchange Service Regulations (cont'd)

1.7 Interruptions in Service (cont'd)

1.7.3 Limitations on Credit Allowances

A. No credit allowances will be made for:

- (i) interruptions due to the negligence of, or noncompliance with the provisions of this Tariff by the Customer; and
- (ii) interruptions that are restored less than 24 hours after the interruption is reported or discovered by the Company.

All requirements for credit allowances for interruptions of service will be consistent with 4901:1-5 of the Commission's Minimum Telephone Service Standards.

1. Local Exchange Service Regulations (cont'd)

1.8 Obligations of the Customer

A. The Customer shall be responsible for:

- (i) the payment of all applicable charges pursuant to this tariff;
- (ii) 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 services.

1. Local Exchange Service Regulations (cont'd)

1.8 Obligations of the Customer (cont'd)

1.8.1 Claims

- A With respect to any service provided by the Company, Customer shall indemnify, defend and hold the Company harmless from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorney's fees for:
- (i) Any loss, destruction or damage to property of the Company or any third party, or the death or injury to persons, including, but not limited to employees or invitees of either party, 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
 - (ii) 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 Customer, including, without limitation, use of the Company's services in a manner not contemplated by the agreement between the Customer and the Company.

1. Local Exchange Service Regulations (cont'd)

1.8 Obligations of the Customer (cont'd)

1.8.2 Station Equipment

- A. 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 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 which gave rise to the discontinuance, credit allowance for service interruptions as set forth in Section 1.7.2 is not applicable.

1. Local Exchange Service Regulations (cont'd)

1.8 Obligations of the Customer (cont'd)

1.8.3 Interconnection of Facilities

- A. Any special interface equipment necessary to achieve compatibility between the facilities used by the Company for furnishing local exchange service, and the channels, facilities or equipment of others may be provided at the Customer's expense. Customer shall be liable for damages resulting from Customer's use of non-compatible equipment.
- B. Local services may be connected to the services or facilities of other communication carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communication carriers that are applicable to such connections.
- C. Services furnished under this tariff may be connected to Customer provided terminal equipment in accordance with the provisions of this tariff.

1. Local Exchange Service Regulations (cont'd)

1.8 Obligations of the Customer (cont'd)

1.8.4 Inspections

- A. 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 1.8.2 for the installation, operation, and maintenance of Customer-provided facilities. These inspections are to be completed within a time agreeable by both parties. No credit will be allowed for any interruptions occurring during such inspections.
- B. If the protective requirements for the Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its services and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice the customer must take this corrective action. Within ten days of receiving this notice the customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its services and personnel from harm. The Company will, upon request twenty-four (24) hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

1. Local Exchange Service Regulations (cont'd)

1.9 Payment Arrangements

- A. The Customer is responsible for payment of all charges for services furnished by the Company to the Customer or its Authorized Users. Any objections made to the Company will be processed in accordance with O.A.C. 4901:1-5.

1.9.1 RESERVED FOR FUTURE USE

1. Local Exchange Service Regulations (cont'd)

1.9 Payment Arrangements (cont'd)

1.9.2 Deposits

- A. 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. 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. Reestablishment of credit for service will be in accordance with Rule 4901:1-17.
- B. The deposit will not exceed an amount equal to two month's average monthly bill for all regulated local exchange services for ensuing twelve months, plus thirty percent (30%) of estimated monthly charges.
- C. Guarantee of Payment: The Company may accept, in lieu of deposit, a contract signed by a guarantor satisfactory to the Company whereby payment of a specified sum, not exceeding the deposit requirement is guaranteed. The term of such contract shall be for no longer than 12 months, but shall automatically terminate after the customer has closed and paid the account with the utility, or at the guarantor's request upon 30 days' written notice to the Company. Should the guarantee contract be insufficient according to (D) below, a cash deposit or a new or additional guarantee may be required for good cause upon reasonable written notice to the customer.

The service of any customer who fails to comply with these requirements may be disconnected upon notice as prescribed in Ohio Rules. The Company shall mail the guarantor copies of all disconnect notices sent to the customer whose account the guarantor has guaranteed unless the guarantor waives such notice in writing.

1. Local Exchange Service Regulations (cont'd)

1.9 Payment Arrangements (cont'd)

1.9.2 Deposits (Cont'd)

- D. Reestablishment of credit: An applicant for service who previously has been a customer of the utility and whose service was discontinued because of nonpayment of his bills may be required to pay such bill together with the reconnection charge, and to reestablish his credit by depositing the amount prescribed in Section 1.9.2.

1.9.3 Refund of Deposits

- A. A deposit will be refunded to a customer after twelve consecutive months of prompt payments, as defined in "Explanation of Terms" and below, of telephone service invoices. A customer has paid his bills for service for twelve consecutive months without having had service discontinued for nonpayment of his bill, and without having had more than two occasions on which his bill was not paid by the time specified by the regulations of the utility regarding prompt payment of bills, and the customer is not currently delinquent in the payment of his bills. The Company will refund the deposit to the customer by direct payment, or, at the customer's request, apply deposit as a credit to the customer's account.
- B. 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 will return the deposit to the customer or, at the customer's request, apply deposit as a credit to the Customer's account.

1. Local Exchange Service Regulations (cont'd)

1.9 Payment Arrangements (cont'd)

1.9.4 Interest to be Paid on Deposits

A Interest will be paid on in accordance with Rule 4901:1-17 of the Ohio Administrative Code. Interest shall accrue on deposits held over 180 days and shall be paid to the Customer as follows:

- (i) by credit to the customer's account once annually;
- (ii) by payment to the Customer upon request, once annually;
- (iii) by adding accrued interest to the amount of the deposit when refunded to the customer;
- (iv) by applying interest to any unpaid bill of the Customer upon termination of service with the Company.

All requirements for establishment of credit will be consistent with Rule 4901:1-5 of the Commission's Minimum Telephone Service Standards and Rule 4901:1-17.

1.9.5 Bills and Collection of Charges

- A. Bills will be rendered monthly to Customer. Fixed monthly recurring charges are billed in advance. Usage charges and minimum charges for service are billed in arrears. Customer shall be liable for all accrued local charges, directory charges, long distance charges and other charges arising prior to the service commencement date, as defined herein, and shall pay the Company for any such charges which may be assessed against the Company in any manner.
- B. All service, monthly recurring charges and non-recurring charges are due and payable within 14 days of the post mark on the bill, provided however, that installation charges may be spread out over 3 months.

1. Local Exchange Service Regulations (cont'd)

1.9 Payment Arrangements (cont'd)

1.9.5 Bills and Collection of Charges (cont'd)

- C. The Company shall present bills for recurring charges monthly to the Customer, in advance of the month which service is provided.
- D. 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.
- E. A late payment charge of 1.5% is not applicable to subsequent rebilling of any amount to which a late payment charge has already been applied. Late charges are to be applied without discrimination.
- F. A charge will be assessed for checks with insufficient funds or non-existing accounts. The Company may waive the bad check charge under appropriate circumstances.

| <u>Maximum</u> | <u>Current</u> |
|----------------|----------------|
| \$25.00 | \$15.00 |

- G. If Customer chooses to place information services provider (ISP) calls or receives calls via a non-company affiliated carrier, customer will be liable for all charges related to such calls; including without limitation, charges billed to the Company or Customer by ISP or other carriers, any applicable rebilling charge and charges for any service provided by the Company or its affiliates.
- H. The Company's bills and billing practices will be consistent with MTSS Rule 4901:1-5.

1. Local Exchange Service Regulations (cont'd)1.9 Payment Arrangements (cont'd)1.9.6 Disputed Bills

- A. The Customer shall notify the Company of any disputed items on a bill within a reasonable period of time after receipt of the bill. The existence of a disputed amount does not relieve the customer of their obligation to pay current charges. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Commission in accordance with the Commission's rules of procedure.
- B. The date of the dispute shall be the date the Company receives sufficient documentation to enable it to investigate the dispute.
- C. The date of the resolution is the date the Company completes its investigation and notifies the Customer of the disposition of the dispute.

BCN Telecom, Inc.
550 Hills Drive
Bedminster, NJ 07921
(888) 866-7266

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.

1. Local Exchange Service Regulations (cont'd)

1.10 Discontinuance of Service

1.10.1 Discontinuance of Service by the Company

A The Company may discontinue or suspend service to Customer upon written notice of disconnection, postmarked at least seven days prior to the date of disconnection of service and no sooner than fourteen days after the due date of the bill without incurring any liability for the following reasons:

- (i) Upon non-payment of any amounts owing to the Company for local exchange services which is not in dispute; or
- (ii) Upon failure of the Customer to meet the deposit requirements set out in Section 1.9.3 of this tariff; or
- (iii) Upon failure of the Customer to provide the Company reasonable access to its equipment and property; or
- (iv) Upon failure of the Customer to comply with municipal ordinances or other laws pertaining to telecommunications services.

All requirements for discontinuance of service by the company will be consistent with 4901:1-5 of the Commission's Minimum Telephone Service Standards.

1. Local Exchange Service Regulations (cont'd)1.10 Discontinuance of Service (cont'd)1.10.1 Discontinuance of Service by the Company, (cont'd)

- B. The Company may discontinue service to Customer immediately and without notice for any of the following reasons without incurring liability:
 - (i) In the event of tampering with the Company's equipment, facilities or property in any way; or
 - (ii) In the event of a condition determined to be hazardous to the Customer, to other customers of the Company; to the public, or to employees of the Company; or
 - (iii) In the event of Customer's use of service in such a manner as to adversely affect the Company's service to others.
- C. The discontinuance of service by the Company pursuant to this section does not relieve the Customer of any obligation to pay the Company for charges due and owing for any service(s) as requested by the Customer up to discontinuance of service.
- D. Upon the Company's discontinuance of service to Customer pursuant to this section, all applicable charges shall become due. This is 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.

1. Local Exchange Service Regulations (cont'd)

1.10 Discontinuance of Service (cont'd)

1.10.1 Discontinuance of Service by the Company (cont'd)

- E. For purposes of this section (1.10.1), all regulated telephone services provided by the Company shall be defined as local service.
- F. The Company may disconnect Customer's local service for nonpayment of charges incurred for local service. Such disconnection must be conducted pursuant to all applicable minimum telephone service standards.
 - (i) Disconnection notices issued by the Company pursuant to Rule 4901:1-5, O.A.C., must inform the subscriber facing local service disconnection of the total amount which the subscriber would need to pay in order to avoid disconnection of local service. It must also inform the subscriber of the Company's legal obligation to provide "only local" service to Customers whose local service charges are paid, even while their toll service is disconnected for nonpayment of outstanding toll debt.
- G. The Company is prohibited from disconnecting any Customer's local service for nonpayment of charges incurred by the Customer for toll service.
- H. Partial payments by a Customer to the Company will be apportioned by the Company to the Company's regulated local service charges first before being applied by the Company to any toll charges and will be apportioned to regulated telephone service charges first before being applied to charges for nonregulated services.

1. Local Exchange Service Regulations (cont'd)

1.10 Discontinuance of Service (cont'd)

1.10.2 Discontinuance of Service by Customer

Cancellation by the customer will be in compliance with O.A.C. 4901:1-5.

1. Local Exchange Service Regulations (cont'd)1.11 Restoral of Service

- A. When Customer's service has been permanently disconnected in accordance with this tariff and the service has been finalized through the completion of a Company service order, service will be re-established only upon the basis of an application for new service.
- B. An applicant for service who previously has been a customer of the utility and whose service was discontinued because of nonpayment of his bills may be required to pay such bill including any appropriate reconnection charge, and to reestablish his credit by depositing the amount prescribed in Section 1.9.2.
- C. Unless prevented by circumstances beyond the company's control or unless a subscriber requests otherwise, the company shall reconnect previously disconnected service by five p.m. on the next business day following either:
 - (1) Receipt by the company or its authorized agent of the full amount in arrears for which service was disconnected, or upon verification by the company that conditions which warranted disconnection of service have been eliminated; or
 - (2) Agreement by the company and the subscriber on a deferred payment plan and a payment, if required, under the plan.

Before restoring service under this rule, the company may not insist upon payment of any amount that has not been included on a notice of disconnection.

1. Local Exchange Service Regulations (cont'd)

1.12 Transfers and Assignments

- A. 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, upon the approval, with an appropriate application with the PUCO, (i) to any subsidiary, parent Company affiliate of the Company; (ii) pursuant to any sale or transfer of substantially all the assets of the Company; or (iii) pursuant to any financing, merger or reorganization of the Company.

1.13 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 an address on the bill for service to which the Customer shall mail payment for that bill.
- C. All notices or other written 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 have been presumed to have been delivered to the party on the third business day following the 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 comes first.

1. Local Exchange Service Regulations (cont'd)

1.13 Notices and Communications (Cont'd)

- D The Company or 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 notices set forth herein.

1.14 Promotional Offers

- A. The Company may, from time to time, make promotional offerings of its services. The promotional offerings may be limited as to the duration, the date and times of the offering and the locations where the offerings are made and shall be conducted in accordance with the provisions of state rules and regulations. The only limitation upon a promotional offering shall be that the waiver of any charges other than a nonrecurring charge shall be limited to 90 calendar days on a per customer basis. All promotions will be added to the tariff as an addendum to the price list.

1.15 Individual Case Basis (ICB) Arrangements

- A Arrangements will be developed on a case-by-case basis in response to a bona fide request or prospective Customer to develop a competitive bid for a service not generally offered under this tariff. ICB rates will be offered to the Customer's in writing and on a non-discriminatory basis, and will be filed with the Commission for approval.

1.16 Customer Service

- A. Customer service personnel are available twenty-four (24) hours a day, seven days a week and may be reached toll-free.

2 Service Descriptions and Rates

2.1 General

- A. BCN Telecom, Inc.'s local service enables the business Customer to:
- (i) receive calls from other stations on the public switched telephone network;
 - (ii) place calls to other stations on the public switched telephone network;
 - (iii) access the Company's business office for service related assistance; access directory assistance for the local calling area; access toll free telecommunications services; access enhanced 911 services for emergency calling; access Telephone Relay Service; and
 - (iv) access the interexchange network. A Customer may presubscribe to the carrier of their choice for interLATA and intraLATA calling, or Customer may access a provider on an *ad hoc* basis by dialing the provider's Carrier Identification Code (10XXX).
- B Calls to information service providers (900/976) will be automatically blocked on a per line basis. The Customer may have the blocking removed pursuant to FCC rules.

2 Service Descriptions and Rates (cont'd)2.2 Serving Areas

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.

2.3 Business Local Exchange Service (Cont'd)

Standard Business Local Exchange Service provides the Customer with a single, analog, voice-grade telephonic communications channel, which can be used to place or receive one call at a time. Standard Business Local Exchange Service lines are provided for the connection of Customer-provided wiring, telephones, facsimile machines or other station equipment.

2.3.1 Resold Business Line Service

Resold Business Line Service offers the Customer a choice of billing options, and a host of optional features. Term plans are also available.

Billing Option 1 – Customers may receive a lower monthly recurring line charge in exchange for a term plan of one, two, or three years and have the option of a company long distance plan. Unregulated and/or detariffed plans may be found in the Company's Pricing Guide.

| | <u>Monthly Recurring Charge</u> | | <u>Per Call Charge</u> | |
|----------------|---------------------------------|---------|------------------------|---------|
| | Maximum | Current | Maximum | Current |
| Month to month | \$75.00 | \$40.00 | \$0.24 | \$0.08 |

Billing Option 2 – Customers may receive a lower incremental charge in exchange for a term plan of one, two, or three years and have the option of a company long distance plan. Unregulated and/or detariffed plans may be found in the Company's Pricing Guide.

| | <u>Monthly Recurring Charge</u> | | <u>Incremental Charge*</u> | |
|----------------|---------------------------------|---------|----------------------------|---------|
| | Maximum | Current | Maximum | Current |
| Month to month | \$75.00 | \$36.00 | \$0.036 | \$0.026 |

*Billing is in 6 second increments with an 18 second minimum

2 Service Descriptions and Rates (cont'd)

2.4 Optional Features

2.4.1 Feature Descriptions

The Company's local exchange services have a variety of available features that let the Customer design a service tailored to meet their needs. Below are feature descriptions.

Caller ID with Number

Allows for the automatic delivery of a calling party's number to the called customer. The telephone number is displayed on customer-provided equipment. If the Customer has call waiting on the same line, they will hear the call waiting tone, but the new incoming call number will not be displayed.

Caller ID with Name and Number

Allows for the automatic delivery of a calling party's name and number to the called party. The name and number are displayed on customer-provided equipment. If the Customer has call waiting on the same line, they will hear the call-waiting tone, but the new incoming name and number will not be displayed.

Caller ID Blocking Per Line

Provides default blocking of delivery of the calling customer's telephone number. Blocking can be deactivated by the customer by dialing an access code before each call. When the customer hangs up, the default blocking is reinstated.

Caller ID Blocking Per Call

Provides blocking of delivery of the calling customer's telephone number on a per call basis. Blocking can be activated by the customer dialing an access code before each call.

2 Service Descriptions and Rates (cont'd)

2.4 Optional Features (Cont'd)

2.4.1 Feature Descriptions (cont'd)

Call Forward

This optional feature allows all calls directed to a telephone number to be routed to a user defined telephone number. The user can activate/deactivate Call Forward and define a telephone number where all calls will be forwarded. Calls cannot be forwarded to an International Direct Distance Dialing (IDDD) number.

Call Forward Busy Line

This optional feature forwards calls to a busy station to a predetermined number. Calls cannot be forwarded to an International Direct Distance Dialing (IDDD) number. The user is charged any applicable usage charges for the forwarded call.

Call Forward Don't Answer

Allows users to re-route a call to a predetermined station in the event that the call is not answered within a customer-specified number of rings. Users are charged for any applicable usage charges on the forwarded call.

Call Pick Up

This optional feature allows a call to be answered from a different line by dialing a code. All lines in the group must be equipped with this feature. The Customer can have an unlimited number of lines in a Call Pick Up group.

2 Service Descriptions and Rates (cont'd)

2.4 Optional Features

2.4.1 Feature Descriptions (cont'd)

Call Transfer

This optional feature allows the user to transfer any established call to another telephone number (inside or outside of the system) without the assistance of an attendant.

Call Waiting

This optional feature provides a tone to notify a Customer on an existing call that a second call is waiting.

Consultation Hold

This temporary hold feature is inherent in Call Transfer and Three Way Calling. It is activated by depressing the switch hook.

Direct Connect Hotline

This optional feature allows a Customer to automatically dial a designated number whenever the originating telephone goes off hook. This feature is assigned to a phone which is used only for this purpose.

Hunting

This standard feature routes a call to an idle line in a prearranged group when the called telephone number is busy. Typically this feature is used with the customer's main telephone number and several subtending lines so that the customer can receive calls on several lines, although all calls are placed to the same number. Hunting will not work with Call Forward Busy and Don't Answer.

Speed Dial

This optional feature allows a Customer to designate up to six numbers to be called by dialing a code.

2 Service Descriptions and Rates (cont'd)

2.4 Optional Features

2.4.1 Feature Descriptions (cont'd)

Speed Dial, Expanded

This optional feature allows Customer to designate up to thirty numbers to be called by dialing a code.

Speed Dial, Group

Allows up to five lines on a Customer's system to share a Speed Dial list. This can be either a six number or expanded speed dial list.

Three Way Calling

Allows a user to add a third party to an existing conversation without expensive conferencing equipment. This feature also allows a user to place a call on hold in order to make a consultation call on the same line. When the consultation call is completed the user hangs-up or depresses the flash key on the telephone and is reconnected to the original conversation.

2 Service Descriptions and Rates (cont'd)

2.4 Optional Features

2.4.2 Business Rates

| <u>Feature</u> | <u>Non-recurring Charge</u> | <u>Monthly Recurring Charge</u> |
|------------------|---------------------------------|-------------------------------------|
| Caller ID Number | \$42.00 | \$6.50 |
| Call Waiting | \$10.00 | \$4.00 |

Unregulated and/or detariffed rates for additional optional features for business customers may be found in the Company's Pricing Guide.

2 Service Description and Rates (cont'd)

2.5 Miscellaneous Fees

2.5.1 Service Connection Fees

Customers will be assessed a non-recurring fee for converting existing line to the Company's service.

| | <u>Current</u> |
|-----------------|----------------|
| First Line | \$51.00 |
| Additional Line | \$21.00 |

2.5.2 Installation Fees

A non-recurring installation fee will be assessed when a new line is added to a new or existing account.

| | <u>Current</u> |
|-----------------|----------------|
| First Line | \$78.00 |
| Additional Line | \$29.00 |

2 Service Description and Rates (cont'd)

2.6 Directory Listings

2.6.1 Description

The following types of listings are available:

- (i) Primary Listing. A primary listing contains the name of the Customer, or the name under which business is regularly conducted, as well as the address and telephone number of the Customer. Primary listings are provided at no charge;
- (ii) Additional Listings. Additional listings are available only in the names of Authorized Users of the Customer's service, as defined herein;
- (iii) Non-Published Listings. Nonpublished listings are not printed in directories nor are they available from directory assistance.

| | <u>Non-Recurring Charge</u> | <u>Monthly Recurring Charge</u> |
|---------------------------|---------------------------------|---|
| Primary listing | N/C | N/C |
| Non-Published Service | \$10.00 | \$1.95 |
| Additional listings, each | \$10.00 | \$1.95 |

Unregulated and/or detariffed rates for additional directory listing for business customers may be found in the Company's Pricing Guide.

2 Service Description and Rates (cont'd)

2.7 Directory Assistance

- A. The Customer may access Directory Assistance for the purpose of determining phone numbers within its local calling area by calling the Directory Assistance Operator. A monthly allowance of one call to Directory Assistance per account is allowed at no charge. A maximum of two number requests per call will be allowed.
- B. The Customer will have the option of utilizing Directory Assistance Call Completion for the option of placing a call to the number requested.

2.7.1 Rates

For all calls to directory assistance beyond the monthly allowance specified above, the following charge will apply per call:

\$.30 per call

For all requests for Directory Assistance Call Completion, the following additional charge will apply:

\$0.30 per request

2 Service Description and Rates (cont'd)

2.7 Directory Assistance

2.7.2 Directory Assistance Credits

- A. Credit will be given for calls to Directory Assistance as follows:
 - (i) The Customer experiences poor transmission or is cut-off during the call; or
 - (ii) The Customer is given the incorrect telephone number.
- B. To obtain credit, the Customer must contact its Customer Service representative.

2 Service Description and Rates (cont'd)

2.8 Traditional Operator Services

2.8.1 General

A The Customer has the option of contacting the incumbent local exchange company operator for general information, such as dialing instructions, country or city code information and Customer Service 800 numbers. The Customer may obtain the assistance of an incumbent local exchange operator to complete local exchange telephone calls in the following manner:

- (i) Third Party Billing. Provides the Customer with the ability 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;
- (ii) Collect Calls. 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;
- (iii) Calling Cards. Provides the Customer with the capability of placing a call using a credit card of an interexchange carrier with or without the assistance of an operator;
- (iv) Person to Person. 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;
- (v) Station to Station. Calls completed with the assistance of an operator to a particular Station. The call may be billed to the called party.

Unregulated and/or detariffed rates for Operator Services for business customers may be found in the Company's Pricing Guide.

3. 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.bcntele.com or by contacting the Company at 550 Hills Drive, Bedminster, NJ 07921 or by calling toll free (888) 866-7266.

P.U.C.O Tariff No. 1 for long distance services has been replaced in its entirety.

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

| <u>Pages Affected</u> | <u>Changes</u> |
|-----------------------|--|
| 1 | Adds text regarding location of detariffed services and company will follow MTSS rules (Title Sheet of Ohio Tariff No. 4) Check sheet added (Page 1 of Ohio Tariff No. 4) |
| 2-7 | Updates Table of Contents (Page 2 of Ohio Tariff No. 4) |
| 8 | Application of Tariff - add language regarding Customer Rights under MTSS (Page 4 of Ohio Tariff No. 4) |
| 9 | (Page 3 of Ohio Tariff No. 4) |
| 10-17 | Definitions (Pages 5-12 of Ohio Tariff No. 4) |
| Sect 1 pg 1 | Changes Ameritech Ohio to AT&T Ohio (Page 13 of Tariff No. 4) |
| Sect 1 pg 4 | Updates OAC reference (Page 16 of Ohio Tariff No. 4) |
| Sect 1 pg 7-11 | Section 1.5 deleted and change to reserved for future use (Page 17 of Ohio Tariff No. 4) |
| Sect 1 pg 14 | Updates OAC reference (Page 20 of Ohio Tariff No. 4) |
| Sect 1 pg 20 | Updates OAC reference and deletes section 1.9.1 (Page 26 of Ohio Tariff No. 4) |
| Sect 1 pg 21 | Updates deposit language and OAC references (Page 27 of Ohio Tariff No. 4) |
| Sect 1 pg 23 | Updates OAC references (Page 29 of Ohio Tariff No. 4) |
| Sect 1 pg 24 | Updates OAC reference and revises return check charges (Page 30 of Ohio Tariff No. 4) |
| Sect 1 pg 25 | Updates billing dispute contact information (Page 31 of Ohio Tariff No. 4) |
| Sect 1 pg 26 | Updates OAC reference (Page 32 of Ohio Tariff No. 4) |
| Sect 1 pg 28 | Updates OAC reference (Page 34 of Ohio Tariff No. 4) |
| Sect 1 pg 29 | Updates OAC reference (Page 35 of Ohio Tariff No. 4) |
| Sect 2 pg 2-38 | Removes exchange listings |
| Sect 2 pg 39-42 | Optional features found on (Pages 42-44 of Ohio Tariff No. 4) |
| Sect 2 pg 43-45 | Centrex Services Deleted – moved to Pricing Guide |
| Sect 2 pg 46-48 | Business services unregulated / detariffed removed and basic rates moved from Price List Section 3 pages 3-5 (Page 40 of Ohio Tariff No. 4) |
| Sect 2 pg 49 | Service Connection and Installation fees – current rates moved from Price List Section 3 pg 6 (Page 46 of Ohio Tariff No. 4) |
| Sect 2 pg 50-51 | Directory listings – current regulated rates moved from Price List Section 3 pg 7 (Page 47 of Ohio Tariff No. 4) |
| Sect 2 pg 52-53 | Directory Assistance – current regulated rates moved from Price List Section 3 pg 7 (Page 48 of Ohio Tariff No. 4) |
| Sect 2 pg 54 | Operator Services (Page 50 of Ohio Tariff No. 4) |
| Sect 2 pg 55-61 | Unregulated and/or detariffed services and blank pages removed from tariff |
| Sect 3 pg 1-2 | Removes Centrex rates |
| Sect 3 pg 3-8 | Removes unregulated business rates |
| Sect 4 pg 1-20 | Removes all toll services from tariff |

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.bcntele.com

Or the Customer may contact the Company at:

BCN Telecom, Inc.
550 Hills Drive
Bedminster, NJ 07921

Toll Free Telephone Number: (888) 866-7266

EXHIBIT E

Customer Notice

Account Number:BOC01515
Invoice Number:20166596
Invoice Date: 09/01/2008
Page Number: 2

IMPORTANT NON-RESIDENTIAL CUSTOMER NOTICE

September 1, 2008

Dear Valued Subscriber:

Beginning on September 20, 2008, the prices, service descriptions, and the terms and conditions for certain telecommunication services that you are provided by BCN Telecom, Inc. will no longer be on file at the Public Utilities Commission of Ohio (PUCO).

BCN Telecom provides 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. BCN Telecom 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 <http://www.bcntele.com> or you can request a copy of this information by contacting BCN Telecom at 550 Hills Drive, Bedminster, NJ 07921 or toll-free at (888)866-7266.

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 BCN Telecom at the toll free number (888)866-7266 or visit us at <http://www.bcntele.com>.

Sincerely,

BCN Telecom, Inc.

EXHIBIT F

Customer Notice Affidavit

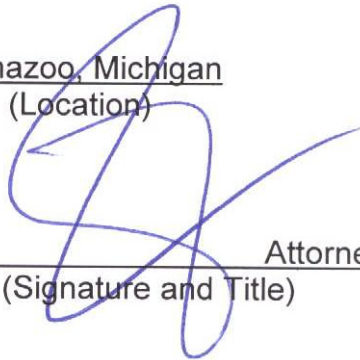
CUSTOMER NOTICE AFFIDAVIT

STATE OF MICHIGAN :
 :
COUNTY OF KALAMAZOO : SS

AFFIDAVIT

I, Patrick D. Crocker, am the Attorney for the applicant corporation, BCN Telecom, 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 bill insert on September 1, 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.

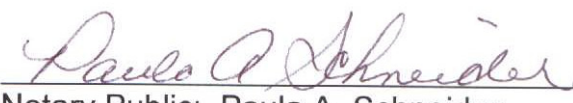
Executed on October 2, 2008 Kalamazoo, Michigan
(Date) (Location)



(Signature and Title) Attorney October 2, 2008
(Date)

Subscribed and sworn to before me this 2nd day of October 2008

PAULA A. SCHNEIDER
Notary Public, State of Michigan
County of Kalamazoo
My Commission Expires **06-24-2011**
Acting in the county of _____



Notary Public: Paula A. Schneider
Kalamazoo County, Michigan
My Commission Expires: June 24, 2011

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

10/2/2008 3:46:38 PM

in

Case No(s). 08-1145-TP-ATA, 90-9282-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 BCN Telecom, Inc.