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May 7, 2013

Via DIS and Overnight Courier

Renee J. Jenkins, Director of Administration
Docketing Department
Public Utilities Commission of Ohio
180 E. Broad St.
Columbus, OH 43215-3793

Re: Case No. 13-1149-TP-ATC: In the Matter of the Application of TNCI Operating Company LLC to Acquire the Customers and Certain Assets, including the Certificates of Public Convenience and Necessity, of Trans National Communications International, Inc.

Dear Ms. Jenkins:

On behalf of TNCI Operating Company LLC ("TNCI-OpCo"), attached for electronic filing with the Commission is the above-referenced Application in PDF format. Please acknowledge receipt of this filing.

In addition, TNCI-OpCo is sending for filing an original and seven (7) copies of its Motion for Protective Order and three (3) unredacted copies of confidential Exhibit C-4 to the Application under seal by overnight courier. Please date-stamp the enclosed extra copy and return it in the envelope provided.

Should you have any questions concerning these filings, please do not hesitate to contact the undersigned.

Respectfully submitted,



Jean Kiddoo
Brett P. Ferenchak

Counsel for TNCI Operating Company LLC

Boston
Hartford
Hong Kong
London
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The Public Utilities Commission of Ohio
TELECOMMUNICATIONS FILING FORM

(Effective: 01/20/2011)

This form is intended to be used with most types of required filings. It provides check boxes with rule references for the most common types of filings. It does not replace or supersede Commission rules in any way.

In the Matter of the Application of TNCI Operating Company LLC to Acquire the Customers and Certain Assets, including the Certificates of Public Convenience and Necessity, of Trans National Communications International, Inc.

TRF Docket No. 90-_____

Case No. **13-1149-TP-ATC**

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

Name of Registrant(s) **TNCI Operating Company LLC ("TNCI-OpCo")**

DBA(s) of Registrant(s) _____

Address of Registrant(s) **114 E. Halev Street, Suite A, Santa Barbara, CA 93101**

Company Web Address **www.tncii.com**

Regulatory Contact Person(s) **Jeff Compton, President & CEO**

Phone **805-560-7809**

Fax **805-869-1445**

Regulatory Contact Person's Email Address **jcompton@bluecasa.com**

Contact Person for Annual Report **Jeff Compton, President & CEO**

Phone **805-560-7809**

Address (if different from above) **Same as above**

Consumer Contact Information **Stefanie Edwards, Vice President, Operations**

Phone **805-560-8014**

Address (if different from above) **Same as above**

Motion for protective order included with filing? ☒ Yes ☐ No

Motion for waiver(s) filed affecting this case? ☐ Yes ☒ No [Note: Waivers may toll any automatic timeframe.]

Notes:

Section I and II are Pursuant to Chapter 4901:1-6 OAC.

Section III – Carrier to Carrier is Pursuant to 4901:1-7 OAC, and Wireless is Pursuant to 4901:1-6-24 OAC.

Section IV – Attestation.

(1) Indicate the Carrier Type and the reason for submitting this form by checking the boxes below.

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

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

(4) An Incumbent Local Exchange Carrier (ILEC) offering basic local exchange service (BLES) outside its traditional service area should choose CLEC designation when proposing to offer BLES outside its traditional service area or when proposing to make changes to that service.

All Filings that result in a change to one or more tariff pages require, at a minimum, the following exhibits.

Exhibit	Description:
A	The tariff pages subject to the proposed change(s) as they exist before the change(s). See Exhibit A for the Trans National Communications International, Inc. (Debtor-In-Possession) ("TNCI-DIP") tariffs.
B	The Tariff pages subject to the proposed change(s), reflecting the change, with the change(s) marked in the right margin. See Exhibit B for TNCI-OpCo tariffs which mirror the TNCI-DIP tariffs.
C	A short description of the nature of the change(s), the intent of the change(s), and the customers affected. See Exhibit C for a description of the transaction.
D	A copy of the notice provided to customers, along with an affidavit that the notice was provided according to the applicable rule(s). See Exhibit D for a sample customer notice.

Section I – Part I - Common Filings

Carrier Type <input type="checkbox"/> Other (explain below)	<input type="checkbox"/> For Profit ILEC	<input type="checkbox"/> Not For Profit ILEC	<input type="checkbox"/> CLEC
Change terms & conditions of existing BLES	<input type="checkbox"/> ATA 1-6-14(H) (Auto 30 days)	<input type="checkbox"/> ATA 1-6-14(H) (Auto 30 days)	<input type="checkbox"/> ATA 1-6-14(H) (Auto 30 days)
Introduce non-recurring charge, surcharge, or fee to BLES			<input type="checkbox"/> ATA 1-6-14(H) (Auto 30 days)
Introduce or Increase Late Payment	<input type="checkbox"/> ATA 1-6-14(I) (Auto 30 days)	<input type="checkbox"/> ATA 1-6-14(I) (Auto 30 days)	<input type="checkbox"/> ATA 1-6-14(I) (Auto 30 days)
Revisions to BLES Cap.	<input type="checkbox"/> ZTA 1-6-14(F) (0 day Notice)		
Introduce BLES or expand local service area (calling area)	<input type="checkbox"/> ZTA 1-6-14(H) (0 day Notice)	<input type="checkbox"/> ZTA 1-6-14(H) (0 day Notice)	<input type="checkbox"/> ZTA 1-6-14(H) (0 day Notice)
Notice of no obligation to construct facilities and provide BLES	<input type="checkbox"/> ZTA 1-6-27(C) (0 day Notice)	<input type="checkbox"/> ZTA 1-6-27(C) (0 day Notice)	
Change BLES Rates	<input type="checkbox"/> TRF 1-6-14(F) (0 day Notice)	<input type="checkbox"/> TRF 1-6-14(F)(4) (0 day Notice)	<input type="checkbox"/> TRF 1-6-14(G) (0 day Notice)
To obtain BLES pricing flexibility	<input type="checkbox"/> BLS 1-6-14 (C)(1)(c) (Auto 30 days)		
Change in boundary	<input type="checkbox"/> ACB 1-6-32 (Auto 14 days)	<input type="checkbox"/> ACB 1-6-32 (Auto 14 days)	
Expand service operation area			<input type="checkbox"/> TRF 1-6-08(G)(0 day)
BLES withdrawal			<input type="checkbox"/> ZTA 1-6-25(B) (0 day Notice)
Other* (explain) _____			

Section I – Part II – Customer Notification Offerings Pursuant to Chapter 4901:1-6-7 OAC

Type of Notice	Direct Mail	Bill Insert	Bill Notation	Electronic Mail
<input type="checkbox"/> 15-day Notice	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/> 30-day Notice	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Date Notice Sent: At least 30 days prior to transfer of customers.				

Section I – Part III –IOS Offerings Pursuant to Chapter 4901:1-6-22 OAC

IOS	Introduce New	Tariff Change	Price Change	Withdraw
<input type="checkbox"/> IOS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Section II – Part I – Carrier Certification - Pursuant to Chapter 4901:1-6-08, 09 & 10 OAC

Certification	ILEC (Out of Territory)	CLEC	Telecommunications Service Provider Not Offering Local	CESTC	CETC
* See Supplemental form	<input type="checkbox"/> ACE 1-6-08 * (Auto 30- day)	<input type="checkbox"/> ACE 1-6-08 * (Auto 30 day)	<input type="checkbox"/> ACE 1-6-08 * (Auto 30 day)	<input type="checkbox"/> ACE 1-6-10 (Auto 30 day)	<input type="checkbox"/> UNC1-6-09 * (Non-Auto)

*Supplemental Certification forms can be found on the Commission Web Page.

Section II – Part II – Certificate Status & Procedural

Certificate Status	ILEC	CLEC	Telecommunications Service Provider Not Offering Local
Abandon all Services		<input type="checkbox"/> ABN 1-6-26 (Auto 30 days)	<input type="checkbox"/> ABN 1-6-26 (Auto 30 days)
Change of Official Name *	<input type="checkbox"/> ACN 1-6-29(B) (Auto 30 days)	<input type="checkbox"/> ACN 1-6-29(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-29(C) (0 day Notice)
Change in Ownership *	<input type="checkbox"/> ACO 1-6-29(E) (Auto 30 days)	<input type="checkbox"/> ACO 1-6-29(E) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-29(C) (0 day Notice)
Merger *	<input type="checkbox"/> AMT 1-6-29(E) (Auto 30 days)	<input type="checkbox"/> AMT 1-6-29(E) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-29(C) (0 day Notice)
Transfer a Certificate *	<input type="checkbox"/> ATC 1-6-29(B) (Auto 30 days)	<input checked="" type="checkbox"/> ATC 1-6-29(B) (Auto 30 days)	<input checked="" type="checkbox"/> CIO 1-6-29(C) (0 day Notice)
Transaction for transfer or lease of property, plant or business *	<input type="checkbox"/> ATR 1-6-29(B) (Auto 30 days)	<input checked="" type="checkbox"/> ATR 1-6-29(B) (Auto 30 days)	<input checked="" type="checkbox"/> CIO 1-6-29(C) (0 day Notice)

* Other exhibits may be required under the applicable rule(s). ACN, ACO, AMT, ATC, ATR and CIO applications see the 4901:1-6-29 Filing Requirements on the Commission's Web Page for a complete list of exhibits.

Section III – Carrier to Carrier (Pursuant to 4901:1-7), and Wireless (Pursuant to 4901:1-6-24)

Carrier to Carrier	ILEC	CLEC
Interconnection agreement, or amendment to an approved agreement	<input type="checkbox"/> NAG 1-7-07 (Auto 90 day)	<input type="checkbox"/> NAG 1-7-07 (Auto 90 day)
Request for Arbitration	<input type="checkbox"/> ARB 1-7-09 (Non-Auto)	<input type="checkbox"/> ARB 1-7-09 (Non-Auto)
Introduce or change c-t-c service tariffs,	<input type="checkbox"/> ATA 1-7-14 (Auto 30 day)	<input type="checkbox"/> ATA 1-7-14 (Auto 30 day)
Request rural carrier exemption, rural carrier suspension or modification	<input type="checkbox"/> UNC1-7-04 or 05 (Non-Auto)	
Changes in rates, terms & conditions to Pole Attachment, Conduit Occupancy and Rights-of-Way.	<input type="checkbox"/> UNC 1-7-23(B) (Non-Auto)	
Wireless Providers See 4901:1-6-24	<input type="checkbox"/> RCC [Registration & Change in Operations]	<input type="checkbox"/> NAG [Interconnection Agreement or

Section IV. – Attestation

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

AFFIDAVIT
Compliance with Commission Rules

I am an officer/agent of the applicant corporation, TNCI Operating Company LLC, and am authorized to make this statement on its behalf.

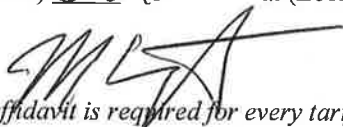
Jeff Compton
(Name)

Please Check ALL that apply:

☒ I attest that these tariffs comply with all applicable rules for the state of Ohio. I understand that tariff notification filings do not imply Commission approval and that the Commission's rules 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 attest that customer notices accompanying this filing form were sent to affected customers, as specified in Section II, in accordance with Rule 4901:1-6-7, Ohio Administrative Code.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on (Date) 5-6-13 at (Location) Santa Barbara, CA
 *(Signature and Title) CEO/President (Date) 5-6-13
• 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, Jeff Compton, verify that I have utilized the Telecommunications Filing Form for most proceedings provided by the Commission and that all of the information submitted here, and all additional information submitted in connection with this case, is true and correct to the best of my knowledge.

*(Signature and Title)  CEO/President (Date) 5-6-13
*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

LIST OF EXHIBITS AND ATTACHMENTS

Exhibit A	TNCI-DIP Tariffs
Exhibit B	TNCI-OpCo Tariffs
Exhibit C	Description of Transaction
Exhibit C-1	Certificate of Formation for TNCI-OpCo
Exhibit C-2	Authority to Transact Business for TNCI-OpCo and Certificate of Good Standing
Exhibit C-3	Management Biographies for TNCI-OpCo
Exhibit C-4	Financial Information for TNCI-OpCo [CONFIDENTIAL -- Subject to Motion for Protective Order]
Exhibit D-1	Customer Notice
Exhibit D-2	Customer Notice Affidavit
Exhibit E	List of Officers and Directors
Verification	

EXHIBIT A

TNCI-DIP Tariffs

PUCO Tariffs No. 4 and No. 5

OHIO TELECOMMUNICATIONS TARIFF

Rates, Terms and Conditions
Relating to the Provision of Switched Exchange Access Service
in the State of Ohio

Trans National Communications International, Inc.

2 Charlesgate West
Boston, Massachusetts 02215

**This Tariff, P.U.C.O. Tariff No. 4 replaces
P.U.C.O. Tariff No. 2 in its entirety**

This Tariff contains the descriptions, regulations and rates applicable to the furnishing of intrastate switched exchange access telecommunications services provided by Trans National Communications International, Inc. ("Company") in the absence of a separate interconnection agreement between Company and carriers who interconnect with Company's network in the State of Ohio. This Tariff is on file with the Public Utilities Commission of Ohio ("Commission"). Copies may be inspected during normal business hours at the Company's principal place of business: 2 Charlesgate West, Boston, Massachusetts, 02215.

As Approved in Case No. 10-0051-TP-ACE

Issued: January 19, 2010
Issued By:

Charles R. Luca
Senior Vice President Operations
2 Charlesgate West
Boston, Massachusetts 02215

Effective: February 22, 2010

CHECK SHEET

The sheets of this Tariff are effective as of the date shown. The Sheet revisions appearing below designate amendments from the original Tariff Sheet and are in effect on the date shown at the bottom of this Sheet. An asterisk appearing next to the revision indicates Sheets submitted with an amended filing.

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<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>
1	1 Original	30	Original				
2	First*	31	Original				
3	First*	32	Original				
4	Original	33	Original				
5	Original	34	Original				
6	Original	35	Original				
7	Original	36	Original				
8	Original	37	Original				
9	Original	38	Original				
10	Original	39	Original				
11	Original	40	Original				
12	Original	41	Original				
13	Original	42	Original				
14	Original	43	Original				
15	Original	44	Original				
16	Original	44.1	Original*				
17	Original	44.2	Original*				
18	Original	44.3	Original*				
19	Original	44.4	Original*				
20	Original	45	Original				
21	Original	46	Original				
22	Original	47	Original				
23	Original						
24	Original						
25	Original						
26	Original						
27	Original						
28	Original						
29	Original						

As Approved in Case No. 10-0051-TP-ACE

Issued: September 5, 2012

Effective: October 5, 2012

Issued By:

Manager - Regulatory
Trans National Communications International, Inc.
2 Charlesgate West
Boston, Massachusetts 02215

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Manager - Regulatory
Trans National Communications International, Inc.
2 Charlesgate West
Boston, Massachusetts 02215

EXPLANATION OF SYMBOLS

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

- (C)** Change in the offering
- (D)** To signify a discontinued regulation.
- (I)** To signify increased rate.
- (M)** To signify material relocated from or to another Tariff location.
- (N)** To signify a new rate or regulation.
- (R)** To signify a reduced rate.
- (T)** To signify a change in text only.

As Approved in Case No. 10-0051-TP-ACE

Issued: January 19, 2010
Issued By:

Charles R. Luca
Senior Vice President Operations
2 Charlesgate West
Boston, Massachusetts 02215

Effective: February 22, 2010

DEFINITIONS

Certain terms used generally throughout this Tariff are described below.

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

Access Services: The Company's intrastate switched exchange access services offered pursuant to this Tariff.

Access Service Request (ASR): The industry service order format used by Access Service customers and access providers as agreed to by the Ordering and Billing Forum.

Carrier or Common Carrier: See Interexchange Carrier.

Company: Trans National Communications International, Inc., the issuer of this Tariff.

Commission: The Public Utilities Commission of Ohio.

Customer: Any firm, partnership, association, joint-stock company, trust, governmental entity, corporation, carrier authorized to operate in the State of Ohio, or other entity that directly or indirectly obtains access Service. A Customer is deemed responsible for the payment of charges and compliance with the Company's regulations. An Interexchange Carrier is deemed a Customer of the Company if any of the Interexchange Carrier directly or indirectly sends traffic to or receives traffic from a central office code ("NPA-NXX") assigned to the Company. The use of the Company's Access Service constitutes an order for such service and requires compliance with the obligates, rates, and charges as set forth in this Tariff, regardless of whether the Customer has affirmatively requested service or has an executed service order.

Discontinuance or Suspension of Service: For Incidental Service, the blockage of Customer's traffic terminating on Company's network or traffic originating on Company's network and terminating on Customer's network.

End Office: With respect to each NPA-NXX code prefix assigned to the Company, the location of the Company's End Office for purposes of this Tariff shall be the point of interconnection associated with that NPA-NXX code in the Local Exchange Routing Guide, issued by Telcordia.

End User or User: The term End User denotes a subscriber or user of an intrastate, interstate or foreign telecommunications service that is not a Carrier. A Carrier authorized to operate in the State of Ohio other than a telephone company, shall also be deemed to be an "End User" when such Carrier uses a telecommunications service for its own internal administrative purposes. A person or entity that offers telecommunications services exclusively as a non facilities-based reseller shall be deemed to be an "End User" if all resale transmission offered by such reseller originates on the premises of such reseller.

As Approved in Case No. 10-0051-TP-ACE

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DEFINITIONS, Continued

Exchange Telephone Company: Denotes any individual, partnership, association, joint-stock company, trust, or corporation engaged in providing switched communication within an exchange.

Feature Group D or FGD: Feature Group D is a type of telecommunication trunk used to provide equal access capability from telecommunication carriers and central offices through dialing "1" plus the desired called party's ten digit telephone number. The call is routed through the caller's presubscribed carrier.

Firm Order Confirmation (FOC): Acknowledgment by the Company of receipt of an Access Service Request from the Customer and commitment by the Company of a Service Date.

Incidental Service: Denotes Intrastate Switched Exchange Access Service provided to a Customer under this Tariff that is not provided through a written agreement with Customer and will be held to have been constructively ordered.

Individual Case Basis or ICB: A service arrangement in which the regulations rates and charges are developed based on the specific circumstances of the case, unless otherwise prohibited by law or regulation.

Interconnecting Carrier: Any Carrier that interconnects to Company's network for purposes of terminating traffic, or receiving originating traffic.

Interexchange Carrier, IXC: The terms Interexchange Carrier denotes any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged for hire in intrastate, interstate or foreign communication by wire or radio, between two or more exchanges.

Intrastate Switched Exchange Access Service or Service: Provides for a switched two-point communications path between a Customer's premises or a collocated interconnection location and an End User's premises for originating and terminating calls.

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.

As Approved in Case No. 10-0051-TP-ACE

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Senior Vice President Operations
2 Charlesgate West
Boston, Massachusetts 02215

Effective: February 22, 2010

DEFINITIONS, Continued

Local Switching Center: The switching center where telephone exchange service customer station Channels are terminated for purposes of interconnection to each other and to interoffice trunks.

Network: Refers to the Company's facilities, equipment, and Services provided under this Tariff.

Premises: The space occupied by a Customer or Authorized User in a building or buildings or on contiguous property (except railroad rights-of-way, etc.).

Presubscription: An arrangement whereby an End User may select and designate to the Company an Interexchange Carrier (IXC) or Carriers it wishes to access, without an access code, for completing both intraLATA toll calls and/or interLATA calls. The selected IXC(s) are referred to as the End User's Primary Interexchange Carrier (PIC). The End User may select any IXC that orders FGD Switched Access Service at the Local Switching Center that serves the end user.

Service Commencement Date: For Special Access Service and Direct Connect Switched Access Service, the first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance of service. The parties may mutually agree on a substitute Service Commencement Date. If the Company does not have an executed Service Order from a Customer, the Service Commencement Date will be the first date on which the service or facility was used by the Customer. For Tandem Connect Customers, the Service Commencement Date will be the first date on which the service or facility was used by the Customer.

Service Order: The written request for Access Services executed by the Customer and the Company in a format devised by the Company; or, in the alternative, the submission of an Access Service Request by the Customer in the manner specified in this tariff. The signing of a Service Order or submission of an ASR by the Customer and acceptance thereof 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 Wire Center: The term Serving Wire Center denotes the wire center from which the Customer designated premises would normally obtain dial tone.

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DEFINITIONS, Continued

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

Toll Free: A term to describe an inbound communications service which permits a call to be completed at a location without charge to the calling party. Access to the service is gained by dialing a ten (10) digit telephone number (e.g., North American Numbering Plan ("NPA") code is 800, or other 8XX, number where X is a number between 0 and 9).

Universal Emergency Telephone Number (911) Service: Wherever feasible, the Company will provide a universal Central Office number 911 for the use of Public Safety Agencies having the responsibility to protect the safety and property of the general public. It is intended that use of 911 Service will provide the public with a means of simple and direct telephone access to a Public Safety Answering Point.

Wire Center: A building in which one or more central offices, used for the provision of Exchange Services, are located.

As Approved in Case No. 10-0051-TP-ACE

Issued: January 19, 2010
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Senior Vice President Operations
2 Charlesgate West
Boston, Massachusetts 02215

Effective: February 22, 2010

APPLICATION OF TARIFF

This Tariff applies to Intrastate Switched Exchange Access Service provided to Customers for origination and termination of traffic to and from Central Office codes directly assigned to Trans National Communications International, Inc. in the absence of a separate interconnection agreement between the Company and Customer.

BY INTERCONNECTING TO AND UTILIZING THE EXCHANGE ACCESS SERVICES SET FORTH IN THIS DOCUMENT, INTERCONNECTING CARRIERS ARE DEEMED TO HAVE CONSTRUCTIVELY ORDERED SERVICE AS CUSTOMERS, AND AGREE TO THE SERVICE RATES, CHARGES, TERMS, AND CONDITIONS AS SET FORTH HEREIN.

Company provides exchange access Services contained in this Tariff under a Multiple Bill-Multiple Tariff method, as set forth in the Alliance for Telecommunications Industry Solutions Inc. Ordering and Billing Forum Multiple Exchange Access Billing document, **ATIS/OBF-MECAB-08**, Issue 8, dated January 2003. This method allows one provider to bill for other providers within the Multiple Bill option when there are more than two companies providing the Service. The number of bills rendered is less than the total number of companies providing the Service. Each provider's Tariff or contract rates are applied and displayed separately for each company's portion of the Service provided.

This Tariff applies only to the extent that facilities are available and Services provided hereunder are used by a Customer for the purpose of originating or terminating intrastate communications.

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Senior Vice President Operations
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Effective: February 22, 2010

REGULATIONS

2.1 UNDERTAKING OF COMPANY

2.1.1 Scope

The Company undertakes to furnish Intrastate Switched Exchange Access Services in accordance with the terms and conditions set forth in this Tariff.

2.1.2 Shortage of Facilities

All Service is subject to the availability of suitable facilities. The Company reserves the right to limit the length of communications or to discontinue furnishing Services when necessary because of the lack of transmission medium capacity or because of any causes beyond its control.

2.1.3 Terms and Conditions

- A. Service is provided on the basis of a minimum period of at least one month, 24-hours per day, unless otherwise deemed Incidental Service. For the purpose of computing charges in this Tariff, a month is considered to have thirty (30) calendar days.
- B. Customers may be required to execute any other documents as may be reasonably requested by the Company.
- C. This Tariff shall be interpreted and governed by applicable federal law, state laws, and Commission regulations, as may apply, regardless of choice of laws and regulation provisions.

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REGULATIONS, Continued

2.1 UNDERTAKING OF COMPANY, Continued

2.1.4 Limitations on Liability

- A. Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representatives, or use of these Services or (2) the failure to furnish its Service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in Service as set forth in Section 2.7.
- B. Except for the extension of allowances to the Customer for interruptions in Service as set forth in Section 2.7, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any Service or any failure in or breakdown of facilities associated with the Service.
- C. The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and Service has been discontinued, to a refund of the amount erroneously billed.

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REGULATIONS, Continued

2.1 UNDERTAKING OF COMPANY, Continued

2.1.4 Limitations on Liability, Continued

- D. The Company shall not be liable for any claims for loss or damages involving:
1. Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers or warehousemen;
 2. Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to explosions; catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
 3. Any unlawful or unauthorized use of the Company's facilities and services;
 4. Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services with Customer-provided facilities or services;

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REGULATIONS, Continued

2.1 UNDERTAKING OF COMPANY, Continued

2.1.4 Limitations on Liability, Continued

D. Continued

5. Breach in the privacy or security of communications transmitted over the Company's facilities;
6. Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or Services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in Section 2.1.4, preceding;
7. Defacement of or damage to Customer premises resulting from the furnishing of Services or equipment on such premises or the installation or removal thereof;
8. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;
9. Any intentional, wrongful act of a Company employee when such act is not within the scope of the employee's responsibilities for the Company and/or is not authorized by the Company;

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REGULATIONS, Continued

2.1 UNDERTAKING OF COMPANY, Continued

2.1.4 Limitations on Liability, Continued

D. Continued

10. Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this Tariff;
11. Any non-completion of calls due to network busy conditions;
12. Any calls not actually attempted to be completed during any period that Service is unavailable.

E. The Company shall be indemnified, defended and held harmless by the Customer or End User from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Company or Customer equipment or facilities or service provided by the Company.

F. Except as otherwise stated in this Tariff, any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within thirty (30) calendar days after the date of the occurrence that gave rise to the claim.

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REGULATIONS, Continued

2.1 UNDERTAKING OF COMPANY, Continued

2.1.4 Limitations on Liability, Continued

G. The Company will operate as specified in these and other applicable Tariffs. Due to the interdependence among telecommunications companies, and the interrelationship with non-Company processes, equipment, and systems, the Company is not responsible for failures caused by circumstances beyond its control including, but not limited to, failures caused by:

1. overt action, omissions, interruptions, delays, errors, other defects or misrepresentations, or the facilities of a local exchange carrier;
2. customer premise equipment; or
3. an End User or Customer.

In addition, the Company is not liable for any incompatibility between the Company's Services and any non-Company Services used by a Customer or an End User.

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REGULATIONS, Continued**2.1 UNDERTAKING OF COMPANY**, Continued**2.1.5 Provision of Equipment and Facilities**

- A. Except as otherwise indicated, Customer-provided equipment located at the Customer's premises for use in conjunction with this Service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.
- B. The Company shall not be responsible for the installation, operation or maintenance of any Customer-provided communications equipment ("CPE"). Where such equipment is connected to Service furnished pursuant to this Tariff, the responsibility of the Company shall be limited to the furnishing of Services under this Tariff and to the maintenance and operation of such Services in the proper manner. Subject to this responsibility, the Company shall not be responsible for:
 - 1. the through transmission of signals generated by CPE or for the quality of, or defects in, such transmission; or
 - 2. the reception of signals by CPE; or
 - 3. network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

2.1.6 Ownership of Facilities

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

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REGULATIONS, Continued**2.2 PROHIBITED USES**

- A. The Services the Company offers shall not be used for any unlawful purpose or for any use for which the Customer has not obtained all required governmental approvals, authorization, licenses, consents and permits.
- B. The Company may require Service Customers who intend to use the Company's offering for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and regulations, policies, orders, and decisions.
- C. The Company may require a Customer to immediately shut down its transmission if such transmission is causing interference to others.
- D. A Customer, joint user, or authorized user may not assign, or transfer in any manner, the Service or any rights associated with the Service without the written consent of the Company. The Company will permit a Customer to transfer its existing Service to another entity if the existing Customer has paid all charges owed to the Company for regulated access Services. Such a transfer will be treated as a disconnection of existing Service and installation of new Service, as stated in this Tariff will apply.

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REGULATIONS, Continued

2.3 OBLIGATIONS OF THE CUSTOMER

2.3.1 Customer Premises Provisions

- A. The Customer shall provide the personnel, power and space required to operate all facilities and associated equipment installed on the premises of the Customer.
- B. The Customer shall be responsible for providing Company personnel access to premises of the Customer at any reasonable hour for the purpose of testing the facilities or equipment of the Company.

2.3.2 Liability of the Customer

- A. The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invitees, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- B. To the extent caused by any negligent or intentional act of the Customer as described in (A), preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses for (1) any loss, destruction or damage to property of any third party, (2) the death of or injury to persons, including, but not limited to, employees or invitees of either party, and (3) any liability incurred by the Company to any third party pursuant to this or any other Tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any Service provided by the Company to such third party.

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REGULATIONS, Continued

2.3 Obligations of the Customer, Continued

2.3.2 Liability of the Customer, Continued

- C. The Customer shall not assert any claim against any other customer or user of the Company's Services for damages resulting in whole or in part from or arising in connection with the furnishing of Service under this Tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other customer or user and not by any act or omission of the Company. Nothing in this Tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

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REGULATIONS, Continued**2.4 CUSTOMER EQUIPMENT AND CHANNELS****2.4.1 Interconnection of Facilities**

In order to protect the Company's facilities and personnel and the Services furnished to other Customers by the Company from potentially harmful effects, the signals applied to the Company's Service shall be such as not to cause damage to the facilities of the Company. Any special interface equipment necessary to achieve the compatibility between facilities of the Company and the channels or facilities of others shall be provided at the Customer's expense.

2.4.2 Inspections

- A. The Company may, upon notification to the Customer, at a reasonable time, make such tests and inspections as may be necessary to determine that the requirements regarding the equipment and interconnections are being complied with in respect to the installation, operation and maintenance of Customer-provided equipment and in the wiring of the connection of Customer channels to Company-owned facilities.
- B. If protective agreements governing Company oversight of Customer CPE installed at Company's premises are not being complied with, the Company may take such action as necessary to protect its facilities and personnel and will promptly notify the Customer by registered mail in writing of the need for protective action. In the event that the Customer fails to advise the Company within ten (10) calendar days after such notice is received or within the time specified in the notice that corrective action has been taken, the Company may take whatever additional action is deemed necessary, including canceling Service, to protect its facilities and personnel from harm. Upon Customer request, the Company will provide Customer with a statement of technical parameters that the Customer's equipment must meet within no less than twenty four (24) hours in advance of equipment inspection.

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REGULATIONS, Continued

2.5 CUSTOMER ADVANCED PAYMENTS AND DEPOSITS

2.5.1 Advance Payments

Company does not collect Advanced Payments.

2.5.2 Deposits

Company does not collect Deposits.

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REGULATIONS, Continued

2.6 PAYMENT ARRANGEMENTS

2.6.1 Payment for Service

The Customer is responsible for the payment of all charges for facilities and Services furnished by the Company to the Customer.

Taxes

The Customer is responsible for payment of any sales, use, excise, access or other local, state and federal taxes, charges or surcharges (however, designated) (excluding taxes on the Company's net income) imposed on or based upon the provision, sale, or use of Network Services.

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REGULATIONS, Continued**2.6 PAYMENT ARRANGEMENTS**, Continued**2.6.2 Billing and Collection of Charges**

The Customer is responsible for payment of all charges incurred by the Customer or other users for services and facilities furnished to the Customer by the Company.

- A. The Company shall present invoices monthly to the Customer, which shall be due and payable within thirty (30) calendar days after the date of the invoice. Usage charges will be billed monthly for the preceding billing period.
- B. If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available upon receipt of payment, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the date due, multiplied by a late factor. The late factor shall be 1.5 percent of invoice total per month.
- C. The Customer will be assessed an amount not exceeding the amount provided for in state law for each check submitted by the Customer to the Company which a financial institution refuses to honor.
- D. Where any undercharge in billing of a Customer is the result of a TNCI mistake, TNCI will backbill Customer for applicable charges up to twenty four (24) months. The Company will provide supporting bill detail for such backbilling upon request of the Customer.

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REGULATIONS, Continued**2.6 PAYMENT ARRANGEMENTS**, Continued**2.6.3 Billing Disputes****A. General**

All bills are presumed accurate, and shall be binding on the Customer unless notice of the disputed charge(s) is received by the Company within thirty (30) calendar days of the date of the mailing of the bill. For the purposes of this section, "notice" is defined as written notice to the Company, containing sufficient documentation to investigate the dispute, including the account number under which the bill has been rendered, the date of the bill, and the specific items on the bill being disputed.

B. Late Payment Charge

1. The undisputed portions of the bill must be paid by the payment due date to avoid assessment of a late payment charge on the undisputed amount under Section 2.6.2.B.
2. In the event that a billing dispute is resolved by the Company in favor of the Customer, any disputed amount withheld pending resolution of the billing dispute shall not be subject to the late payment charge.
3. In the event that a billing dispute is resolved in favor of the Company, the Customer shall pay the total billed amount and be subject to the late payment charge.

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REGULATIONS, Continued

2.6 PAYMENT ARRANGEMENTS, Continued

2.6.3 Billing Disputes, Continued

C. Adjustments or Refunds to the Customer

1. In the event that the Company resolves the billing dispute in favor of a Customer who has withheld payment of the disputed amount pending resolution of the disputed bill, the Company will credit the Customer's account for the disputed amount in the billing period following the resolution of the dispute.
2. In the event that the Company resolves the billing dispute in favor of a Customer who has paid the total amount of the disputed bill, the Company will credit the Customer's account for any overpayment by the Customer in the billing period following the resolution of the dispute.
3. In the event that the Company resolves the billing dispute in favor of a Customer who has paid the total amount of the disputed bill but canceled the Service, the Company will issue a refund.
4. All adjustments or refunds provided by the Company to the Customer at the Customer's request, or provided by the Company to the Customer by way of compromise of a billing dispute, and which are accepted by the Customer, are final and constitute full satisfaction, settlement, and/or compromise of all of the Customer's claims for the billing period for which the adjustment or refund was issued.

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REGULATIONS, Continued

2.6 PAYMENT ARRANGEMENTS, Continued

2.6.3 Billing Disputes, Continued

D. Unresolved Billing Disputes

In the case of a billing dispute between the Customer and the Company for Service furnished to the Customer, which cannot be settled to the mutual satisfaction of the Customer and the Company, the Customer shall have thirty (30) calendar days after such bills have been mailed or otherwise rendered per the Company's normal course of business to request that the Company provide further review of the disputed amount. The Customer may contact the Commission at any time regarding billing disputes. The Commission's contact information is:

Public Utilities Commission of Ohio
180 E. Broad Street
Columbus, Oh 43215-3793
614.466.3292

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REGULATIONS, Continued**2.6 PAYMENT ARRANGEMENTS**, Continued**2.6.4 Discontinuance or Suspension of Service for Cause**

For other than Incidental Service, Company may disconnect service in the following instances.

- A. Upon nonpayment of any amounts owing to the Company, the Company may, by giving five (5) business days prior written notice to the Customer, suspend Service without incurring any liability.
- B. Upon violation of any other terms or conditions described herein for furnishing Service, the Company may, by giving ten (10) business days prior notice in writing to the Customer, discontinue or suspend Service without incurring any liability.
- C. Upon condemnation of any material portion of the facilities used by the Company to provide Service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company may, by notice to the Customer, discontinue or suspend Service without incurring any liability.
- D. Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company will follow procedures provided in federal bankruptcy code.
- E. Upon any governmental prohibition or required alteration of the Services provided or any violation of an applicable law or regulation, the Company may immediately discontinue or suspend Service without incurring any liability.
- F. In the event of fraudulent use of the Company's network, the Company may without notice suspend or discontinue Service. The Customer will be liable for all related costs. The Customer will also be responsible for payment of any applicable reconnection charges.

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REGULATIONS, Continued

2.6 PAYMENT ARRANGEMENTS, Continued

2.6.4 Discontinuance or Suspension of Service for Cause, Continued

- G. Upon the Company's discontinuance or suspension of Service to the Customer under Section 2.6.4(A) or 2.6.4(B), the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this Tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such Services would have otherwise been provided to the Customer to be immediately due and payable.
- H. Discontinuance or Suspension of Service for Incidental Service shall mean that Customer will be precluded from terminating traffic on Company's network, or receiving calls originated on Company's network.

2.6.5. Customer Overpayment

The Company will not pay interest on a Customer overpayment, unless otherwise required by law or regulation.

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REGULATIONS, Continued**2.7 ALLOWANCES FOR INTERRUPTION OF SERVICE**

- 2.7.1.** No credit allowance will be made for any interruption in Incidental Service, including, but not limited to, the following:
- A. Due to the negligence of or noncompliance with the provisions of this Tariff by any person or entity other than the Company, including but not limited to the Customer or other common Carriers connected to the service of the Company;
 - B. Due to the failure of power, equipment, systems, connections or services not provided by the Company;
 - C. Due to circumstances or causes beyond the control of the Company;
 - D. During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
 - E. During any period in which the Customer continues to use the service on an impaired basis;
 - F. During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
 - G. Interruptions that occur or continue due to the Customer's failure to authorize replacement of any element of special construction; and
 - H. That was not reported to the Company within thirty (30) calendar days of the date that service was affected.

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REGULATIONS, Continued**2.7 ALLOWANCES FOR INTERRUPTION OF SERVICE, Continued****2.7.2. Allowances for Interruption of Non-Incidental Service**

- A. Interruptions in service which are not due to the negligence of or noncompliance with the provisions of this rate sheet by, the Customer or the operation or malfunction of the facilities, power, or equipment provided by the Customer, will be credited to the Customer for the part of the service that the interruption affects.
- B. The credit allowance will be calculated by the Company after the Customer notifies the Company of service interruption. The amount of the allowance will depend on the length of the outage and the service impacted. Service outage conditions are defined as complete loss of call origination and/or receipt capability. Credit allowances, if any, will be deducted from the charges payable by the IXC and will be expressly indicated on the next invoice. A service outage begins when the IXC reports the outage to the Company. A service outage ends when the affected circuit and/or associated Company equipment is fully operational in accordance with the technical specifications.
- C. Credit allowances do not apply to outages (i) caused by the IXC; (ii) due to failure of equipment provided by the IXC; (iii) during any period in which the Company is not given access to the service premises; (iv) failures of LEC facilities or equipment which are carrying the failures resulting from the activities or negligence of LEC employees; (v) inability to gain access to the IXC's equipment; and (vi) due to mutually agreed upon maintenance and repair.
- D. Credit allowances received by the Company from the LEC for Off-Net facility outages which affects the IXC's switched services will be passed through to the IXC in the form of a credit on the next invoice.
- E. For purposes of credit computation every month shall be considered to have seven hundred and twenty (720) hours. For services with a monthly recurring charge, no credit shall be allowed for an interruption of continuous duration of less than eight (8) hours. The Customer shall be credited for an interruption of eight (8) or more hours at the rate of 1/720th of the monthly charge for the services affected for each day that the interruption continues. The formula used for computation of credits is as follows:

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

A = outage time in hours (must be 8 or more)

B = total monthly recurring charge for affected service

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REGULATIONS, Continued**2.7 ALLOWANCES FOR INTERRUPTION OF SERVICE, Continued****2.7.3. Use of Another Means of Communications**

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

2.8 CUSTOMER LIABILITY FOR UNAUTHORIZED USE OF THE NETWORK**2.8.1 Unauthorized Use of the Network**

- A. Unauthorized use of the Network occurs when: (1) a person or entity that does not have actual, apparent, or implied authority to use the Network, obtains the Company's Services provided under this Tariff; or (2) a person or entity that otherwise has actual, apparent, or implied authority to use the Network, makes fraudulent use of the Network to obtain the Company's Services provided under this Tariff, or uses specific Services that are not authorized.
- B. The following activities constitute fraudulent use:
 - 1. Using the Network to transmit a message, locate a person, or otherwise give or obtain information, without payment for the Service;
 - 2. Using or attempting to use the Network with the intent to avoid payment, either in whole or part, of any of the Company's Tariffed charges by either rearranging, tampering with, or making connections not authorized by this Tariff to any service components used to furnish the Company's Services or using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices;
 - 3. Using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices to defraud or mislead callers.

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REGULATIONS, Continued**2.8 CUSTOMER LIABILITY FOR UNAUTHORIZED USE OF THE NETWORK, Continued****2.8.1 Unauthorized Use of the Network, Continued**

- C. Customers are advised that use of telecommunications equipment and Services, including those provided under this Tariff, carry a risk of various forms of telecommunications fraud (including, but not limited to, toll and PBX fraud perpetrated by Users who gain access to a Customer's facilities, account numbers, security or authorization codes, etc.). Customers should take all necessary steps to restrict access to their facilities, including the equipment and Services provided hereunder, and to detect and prevent unauthorized use of the equipment and Services provided by the Company under this Tariff.

2.8.2 Liability for Unauthorized Use

- A. Except as provided for elsewhere in this Tariff, the Customer is responsible for payment of all charges for Services provided under this Tariff furnished to the Customer. This responsibility is not changed due to any use, misuse, or abuse of the Customer's Service or CPE by Users or other third parties, the Customer's employees, or the public.
- B. The Customer is liable for all costs incurred as a result of unauthorized use of the Network, including, but not limited to, Service charges and any direct, indirect, special, incidental, reliance, consequential, or exemplary, charges.
- C. The Customer is responsible for payment of any charges related to the suspension of Service, and any charges for reconnection of Service, incurred as a result of unauthorized use of the Network.

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REGULATIONS, Continued**2.9 APPLICATION OF RATES**

The regulations set forth in this section govern the application of rates for Services contained in other sections of this Tariff.

2.9.1 Charges Based on Duration of Use

Customer traffic to End Offices will be measured (i.e., recorded or assumed) by the Company. Originating and terminating calls will be measured (i.e., recorded or assumed) by the Company to determine the basis for computing chargeable access minutes. In the event the Customer message detail is not available because the Company lost or damaged tapes or experienced recording system outages, the Company will estimate the volume of lost Customer access minutes of use based on previously known values.

A. Originating Traffic

For originating calls over Customer's Feature Group D, usage measurement of access minutes begins when the originating Customer's Feature Group D switch receives the first wink supervisory signal forwarded from the Customer's point of termination.

The measurement of originating call usage ends when the Customer's originating Feature Group D switch receives disconnect supervision from either the Company's Network, indicating the originating End User has disconnected, or the Customer's point of termination, whichever is recognized first by the Company's Network.

B. Terminating Traffic

For terminating calls, the measurement of access minutes begins when the Customer's terminating Feature Group D switch receives answer supervision from the Company's Network, indicating the terminating End User has answered. For terminating calls over Customer's Feature Group D Access Service, the measured minutes are chargeable access minutes. Where assumed minutes are used, the assumed minutes are the chargeable access minutes.

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REGULATIONS, Continued

2.9 APPLICATION OF RATES, Continued

2.9.1 Charges Based on Duration of Use, Continued

B. Terminating Traffic, Continued

The measurement of terminating call usage over Customer's Feature Group D ends when the Customer's terminating Feature Group D switch receives disconnect supervision from either the Company's Network, indicating the terminating End User has disconnected, or the Customer's point of termination, whichever is recognized first by the switch.

Customer's Feature Group D access minutes or fractions thereof, the exact value of the fraction being a function of the Network technology where the measurement is made, are accumulated over the billing period for each End Office, and are then rounded up to the nearest access minute for each End Office.

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REGULATIONS, Continued**2.10 JURISDICTIONAL REPORTING**

The jurisdictional reporting requirements for non-Incidental Service will be as specified below. When a Customer orders Access Service, the Customer must provide the Company with its projected Percent Interstate Usage (PIU) in whole numbers. These whole number percentages will be used by the Company to apportion the use and/or charges between interstate and intrastate until a revised report is received as set forth herein. Reported or default PIU factors are used only where the call detail is insufficient to determine the appropriate jurisdiction of the traffic.

2.10.1. Originating Access: Originating access minutes consists only of traffic originating from the company's Local Switching Center(s). The Customer should provide the Company with a projected PIU factor on a quarterly basis.

If no PIU for originating minutes is submitted for the prior 3 months usage, then the projected PIU will be set on a default basis of 50 percent interstate traffic and 50 percent intrastate traffic.

2.10.2. Terminating Access: For Feature Group D Switched Access Services, the Customer should provide the Company with a projected PIU factor by supplying the Company with an interstate percentage of terminating access minutes on a quarterly basis, as described in Section 2.3.3.D below.

If no PIU for originating minutes is submitted for the prior 3 months usage, then the projected PIU will be set on a default basis of 50 percent interstate traffic and 50 percent intrastate traffic.

2.10.3. Except where the Company measured access minutes are used as set forth above, the Customer reported projected PIU factor will be used until the Customer reports a different PIU factor, as set forth below.

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REGULATIONS, Continued**2.10 JURISDICTIONAL REPORTING**, Continued

- 2.10.4. Effective on the first of January, April, July and October of each year the Customer shall update the PIU factor and report the result to the Company (Quarterly PIU Report). The Customer should forward to the Company, to be received no later than 15 days after the first of each month listed above, a revised report showing the interstate and intrastate percentage of use for the past three months ending the last day of December, March, June and September (calendar quarter), respectfully, and shall serve as the basis of the PIU factor to be used for the next calendar quarter. If the Customer does not provide the Company a Quarterly PIU Report, the Company will assume the PIU factor to be the same as specified in the Quarterly PIU Report most recently provided by the Customer. If a Customer has never provided the Company a Quarterly PIU Report or the Customer is a new customer, the Company will assume the PIU factor to be a default basis of 50 percent interstate and 50 percent intrastate traffic for the next calendar quarter.
- 2.10.5. For Switched Access Service, if a billing dispute arises or a regulatory commission questions the projected PIU factor, the Customer will provide the data issued to determine the projected PIU factor. The Customer will supply the data within 30 days of the Company request.
- 2.10.6. The Customer shall keep records of call detail from which the percentage of interstate and intrastate use can be ascertained and, upon request of the Company, shall make the records available for inspection as reasonably necessary for purposes of verification of the percentages.

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SERVICE DESCRIPTIONS**3.1 INTRASTATE SWITCHED EXCHANGE ACCESS SERVICES**

Intrastate Switched Exchange Access Service, available to Customers for their use in furnishing their Services to End Users, provides a two-point communications path between a Customer's premises and an End User's premises. It provides for the use of common terminating, switching and trunking facilities and/or functionalities. Switched Exchange Access Service provides for the ability to originate calls from an End User's premises to a Customer's premises (or a collocated interconnection location), and to terminate calls from a Customer's premises (or a collocated interconnection location) to an End User's premises in the LATA where it is provided and served by Company. Switched Exchange Access Service must be ordered or is provided as an Incidental Service separately for each LATA in which the Customer desires to originate or terminate calls.

Switched Exchange Access Service is provided in the following service categories, which are differentiated by their technical characteristics and the manner in which an End User or Customer accesses them when originating or terminating calls.

Terminating Switched Exchange Access provides trunk side equivalent access to the Company's Network for the Customer's use in originating and terminating communications.

Toll Free Database Access Service provides trunk side-equivalent access to the Company's Network in the originating direction only, for the Customer's use in originating calls dialed by an End User to telephone numbers beginning with the prefix "800" or "8XX" where X is a number between 0 and 9.

Customer's or its End User's use of any Incidental Service shall constitute Customer's agreement to all of the terms and conditions of this Tariff. Incidental Services are billed to Customer on a monthly basis in accordance with Customer's recorded usage for each Service and the corresponding rates contained in the Rates Section.

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SERVICE DESCRIPTIONS, Continued

3.1 INTRASTATE SWITCHED EXCHANGE ACCESS SERVICES, Continued

3.1.1 Standard Rate Categories

The rate categories in this Section 3.1.1 apply to Switched Exchange Access Service and include the following combined categories.

A. End Office Switching

The End Office switching rate category establishes the charges related to the use of those portions of the Company's network that perform End Office switching functionality, the terminations in the End Office of End User lines and the termination of calls at intercept operators or recordings.

B. Switched Transport

The Switched Transport rate category establishes the charges related to the provision by the Company's Network of transmission and switching functionality between the Customer designated premises and the End Office(s) where the Customer's traffic is switched to originate or terminate the Customer's communications. The Switched Transport rate category also includes the functionality of transport between an End Office or equivalent within Company's Network that serves as host for a remote switching system or module.

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SERVICE DESCRIPTIONS, Continued**3.1 INTRASTATE SWITCHED EXCHANGE ACCESS SERVICES**, Continued

3.1.2. Customers may order switched access through a Constructive Order, as defined herein, or through an Access Service Request (ASR) for switched access service.

3.1.3. Access Service Requests

The format and terms of the ASR will be as specified in the Industry Access Service Order Guidelines, unless otherwise specified herein. When placing an order for Access Service using an ASR, the customer shall provide, at a minimum the following information:

- A. For Feature Group D Switched Access Service, the Customer shall specify the number of busy hour minutes of capacity (BHMC) from the customer's premises to the end office by Feature Group and by traffic type. This information is used to determine the number of transmission paths. The Customer shall also specify the Local Transport and Local Switching options. Customers may, at their option, order FGD by specifying the number of trunks and the end office when direct routing to the end office is desired and the Local Transport and Local Switching options desired. When ordering by trunk quantities rather than BHMC quantities to an end office, the customer must also provide the Company an estimate of the amount of traffic it will generate to and/or from each end office subtending an access tandem operated by another Exchange Telephone Company to assist the Company in its own efforts to project further facility requirements.

In addition, for Feature Group D with the SS7 option, the customer shall specify the switching point codes and trunk circuit identification codes for trunks with the SS7 option, and the STP point codes, signaling link codes and link type for each Common Channel Signaling Access (CCSA) connection ordered.

When a customer orders FGD in trunks, the Customer is responsible to assure that sufficient access facilities have been ordered to handle its traffic.

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SERVICE DESCRIPTIONS, Continued**3.1 INTRASTATE SWITCHED EXCHANGE ACCESS SERVICES**, Continued**3.1.3. Access Service Requests**, Continued

- B. For 8XX Data Base Access Service, the customer shall order the service in accordance with the preceding provisions set forth for Feature Group D.
- C. For Local Access Service, the customer shall specify the number of trunks or facilities and the end office when direct routing to the end office is desired and the options desired. When ordering trunks or facilities to an end office, the customer must also provide the Company an estimate of the amount of traffic to be generated to and/or from each end office subtending an access tandem operated by another Exchange Telephone Company to assist the Company in the effort to project further facility requirements. In addition, when the customer orders trunks or facilities, the customer is responsible for assuring that sufficient access facilities have been ordered to handle its traffic.
- D. Access Service Request Modifications: The Customer may request a modification of its ASR prior to the Service Commencement Date. All modifications must be in writing using the industry ASR process. The Company, in its sole discretion, may accept a verbal modification from the Customer. The Company will make every effort to accommodate a requested modification when it is able to do so with the normal work force assigned to complete such an order within normal business hours. Charges for access service order modification will apply as set forth below, on a per occurrence basis.

Any increase in the number of Special Access Service Channels, Switched Access Service lines, trunks, Direct Connect transport facilities, Out of Band Signaling connections or any change in engineering or functionality of a service will be treated as a new ASR with a new Service Date interval.

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SERVICE DESCRIPTIONS, Continued**3.1 INTRASTATE SWITCHED EXCHANGE ACCESS SERVICES**, Continued**3.1.3. Access Service Requests**, Continued

- E. Service Commencement Date Changes: ASR service dates for the installation of new services or rearrangement of existing services may be changed, but the new service date may not exceed the original Service Commencement Date by more than 30 calendar days. When, for any reason, the Customer indicates that service cannot be accepted for a period not to exceed 30 calendar days, and the Company accordingly delays the start of service, a Service Date Change Charge will apply. In addition, when the Customer submits a request for a Service Date Change that is less than five business days from the date of notification by the Customer, a Service Date Change Charge and an Expedite Charge will apply. No Expedite Charge will apply if the Customer requests a Service Date Change that is more than 5 business days from the date of request by the Customer but earlier than the original requested Service Commencement Date.

If the Customer requested service date is more than 30 calendar days after the original service date, the order will be cancelled by the Company on the 31st day. Appropriate cancellation charges will be applied. If the Customer still requires the service, the Customer must place a new ASR with the Company.

The Service Date Change Charge will apply on a per order, per occurrence basis for each service date changed.

- F Design Change Charge: The Customer may request a Design Change to the service ordered. A Design Change is any change to an ASR which requires Engineering Review. An Engineering Review is a review by Company personnel of the service ordered and the requested changes to determine what change(s) in the design, if any, are necessary to meet the Customer's request. Design Changes include such changes as the addition or deletion of optional features or functions, a change in the type of Transport Termination (Switched Access only) or type of Channel interface. Any other changes are not considered Design Changes for purpose of this subsection and will require issuance of a new ASR and the cancellation of the original ASR with appropriate cancellation charges applied. The Design Change Charge will apply on a per order, per occurrence basis, for each order requiring a Design Change.

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SERVICE DESCRIPTIONS, Continued**3.1 INTRASTATE SWITCHED EXCHANGE ACCESS SERVICES**, Continued**3.1.3. Access Service Requests**, Continued

- G. Expedited Order Charge: When placing an Access Order for service(s) for which a Standard Interval exists, a Customer may request a Service Commencement Date that is earlier than the Standard Interval Service Date, in which case an Expedite Charge will apply. The Expedite Charge will not apply if the new Service Commencement Date is more than five days from the date of the request to the Company of the expedited order request. The request for an earlier service date may be received from the Customer prior to its issuance of an ASR, or after the ASR has been issued but prior to the service date. The Company has the exclusive right to accept or deny the Expedite Order request. However if, upon reviewing availability of equipment and scheduled work load, the Company agrees to provide service on an expedited basis and the Customer accepts the Company's proposal, an Expedite Charge will apply.

If the Company is subsequently unable to meet an agreed upon expedited service date, then the Expedite Charge will not apply.

In the event the Company provides service on an expedited basis on the Customer's request, and the Customer delays service or is not ready for delivery of service at the time of installation, a Service Date Change Charge will apply in addition to the Expedite Charge.

In the event that the Customer cancels an expedite request, the Expedite Charge will be added to any applicable Cancellation Charge specified herein.

In the event that the Customer requests a Service Date Change after the Company has received the original expedite request, the Expedite Charge will still apply.

An Expedite Charge will not be applied to orders expedited for Company reasons.

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SERVICE DESCRIPTIONS, Continued

3.1 INTRASTATE SWITCHED EXCHANGE ACCESS SERVICES, Continued

3.1.3. Access Service Requests, Continued

G. Continued

If costs other than additional administrative expenses are to be incurred when the Access Order is expedited, the regulations and charges for Special Construction as set forth in this tariff will apply.

The Expedited Order Charge will apply on a per order, per occurrence basis, as specified in the customer service agreement.

- H. Cancellation of an Access Service Request: A Customer may cancel an ASR for the installation of Switched Access Service at any time prior to notification by the Company that service is available for the Customer's use. The cancellation date is the date the Company receives written or verbal notice from the Customer that the order is to be cancelled. The verbal notice must be followed by written confirmation within 10 days. A Customer may negotiate an extension of a service date of an ASR for installation of new services or rearrangement of existing service, in which case a Service Date Change Charge will apply. However, the new service date cannot exceed the originally established service date by more than 30 calendar days. On the 31st day beyond the original service date, the ASR will be cancelled and the appropriate Cancellation Charge will be applied.

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SERVICE DESCRIPTIONS, Continued**3.1 INTRASTATE SWITCHED EXCHANGE ACCESS SERVICES**, Continued**3.1.3. Access Service Requests**, Continued**I. Cancellation of an Access Service Request:** (contd.)

A Customer may cancel an ASR for the installation of Special Access Service without incurring a charge at any time prior to the acceptance of a Negotiated Interval Service Date by the Customer. Cancellation Charges will apply for Special Access Service if the Customer cancels more than 48 hours after the Application Date. Cancellation Charges for Expedited Orders will be applied for any order cancelled from the Application Date forward.

If the Company misses a service date for a Standard or Negotiated Interval Access Order by more than 30 days due to circumstances beyond its reasonable control, the Company shall not be liable for such delay and the Customer may cancel the ASR without incurring cancellation charges.

J. Minimum Period of Service: The minimum period for which Access Service is provided and for which charges are applicable is one month, unless otherwise specified in a written agreement signed by the customer.

When Service is disconnected prior to the expiration of the minimum period, charges are applicable for the balance of the minimum period. For Switched Access Service, the charge for a month or fraction thereof is equivalent to 50,000 billed minutes of use for the applicable service. All applicable Non-Recurring Charges for the service will be billed in addition to the Minimum Period Charge.

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SERVICE DESCRIPTIONS, Continued**3.2 VOICE OVER INTERNET PROTOCOL – PUBLIC SWITCHED TELEPHONE NETWORK (“VOIP – PSTN”) TRAFFIC**

A. This section governs the identification and treatment of Toll VoIP-PSTN Traffic that is required to be compensated at interstate access rates unless the parties have agreed otherwise in a written agreement. Specifically, this section establishes the method of separating such traffic (referred to in this tariff as “Relevant Toll VOIP-PSTN Traffic”) from a Customer’s traditional intrastate access Tariff, so that such Relevant Toll VOIP-PSTN traffic can be billed in accordance with the FCC Order.

- This section of the tariff does not preclude carriers from negotiating different rates, terms and conditions governing compensation for Toll VoIP-PSTN traffic.
- This tariff does not supersede rates, term and conditions governing compensation for Toll VoIP-PSTN traffic in existing interconnection agreements.

Company will bill and collect the full Access Reciprocal Compensation on traffic exchanged with Customers when such traffic originates and/or terminates in Internet Protocol format, as set forth in Section 51.913 of the Federal Communications Commission’s rules, 47 C.F.R. § 51.913, regardless of whether the Company itself delivers such traffic to the called party’s premises or delivers the call to the called party’s premises via contractual or other arrangements with an affiliated or unaffiliated provider of interconnected Voice over Internet Protocol service or a non-interconnected Voice over Internet Protocol service that does not itself seek to collect Access Reciprocal Compensation charges for this traffic.¹ Beginning October 5, 2012, through June 30, 2014, the applicable rate elements used in providing access for Toll VoIP-PSTN Traffic that originates on the Company’s network for termination to the Customer’s end users (originating traffic) will be billed at intrastate access rates.

¹ See, *In the Matter of Connect America Fund A National Broadband Plan for Our Future Establishing Just and Reasonable Rates for Local Exchange Carriers High-Cost Universal Service Support Developing an Unified Inter-carrier Compensation Regime Federal-State Joint Board on Universal Service Lifeline and Link-Up Universal Service Reform* □ *Mobility Fund*, Report and Order and Further Notice of Proposed Rulemaking, Docket Nos. WC Docket No. 10-90, *et al.*, FCC 11-161, (Rel. November 18, 2011).

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(N)

(N)

SERVICE DESCRIPTIONS, Continued**3.2 VOICE OVER INTERNET PROTOCOL – PUBLIC SWITCHED TELEPHONE NETWORK (“VOIP – PSTN”) TRAFFIC, Continued**

(N)

Intrastate VoIP – PSTN traffic is subject to the Company's applicable interstate switched access rate per minute, as set forth in the Company's F.C.C. Tariff No. 2.

B. Calculations and Application of Percent-VoIP-PSTN Usage

Company will determine the number of Relevant VoIP-PSTN Traffic minutes of use (“MOU”) to which interstate rates will be applied under subsection 3.2.A, above, by applying a Percent VoIP Usage (“PVU”) factor to the total intrastate access MOU exchanged between a Company End User and the Customer. The PVU will be derived and applied as follows.

1. The Customer will calculate and furnish to Company a factor (the “PVU-A”) representing the percentage of the total terminating intrastate access MOU that the Customer exchanges with Company in the State, that (a) is sent to Company and that originated in IP format; or (b) is received from Company and terminated in IP format. This PVU-A shall be based on information such as the number of the Customer's retail VoIP subscriptions in the state (e.g., as reported on FCC Form 477), traffic studies, actual call detail, or other relevant and verifiable information.
2. Company will similarly calculate a factor (the “PVU-B”) representing the percentage of Company's total terminating intrastate access MOU in the State that Company originates or terminates on its network in IP format. This PVU-B shall be based on information such as the number of Company's retail VoIP subscriptions in the state (e.g., as reported on FCC Form 477), traffic studies, actual call detail, or other relevant and verifiable information.

(N)

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SERVICE DESCRIPTIONS, Continued**3.2 VOICE OVER INTERNET PROTOCOL - PUBLIC SWITCHED TELEPHONE NETWORK (VOIP-PTSN), Continued**

(N)

B. Calculations and Application of Percent-VoIP-PSTN Usage, Continued

3. Company will use the PVU-A and PVU-B factors to calculate a PVU factor that represents the percentage of total terminating intrastate access MOU exchanged between a Company End User and the Customer that is originated or terminated in IP format, whether at Company's end, at the Customer's end, or at both ends. The PVU factor will be calculated as the sum of: (A) the PVU-A factor and (B) the PVU-B factor times (1.0 minus the PVU-A factor).

4. Company will apply the PVU factor to the total terminating intrastate access MOU exchanged with the Customer to determine the number of Relevant VoIP-PSTN Traffic MOUs.

Example 1: The PVU-B is 10% and the PVU-A is 40%. The PVU factor is equal to $40\% + (10\% \times 60\%) = 46\%$. Company will bill 46% of the Customer's terminating intrastate access MOU at its applicable tariffed interstate rates.

Example 2: The PVU-B is 10% and the PVU-A is 0%. The PVU factor is $0\% + (100\% \times 10\%) = 10\%$. Company will bill 10% of the Customer's terminating intrastate access MOU at Company's applicable tariffed interstate switched access rates.

Example 3: The PVU-A is 100%. No matter what the PVU-B factor is, the PVU is 100%. Company will bill 100% of the Customer's terminating intrastate access MOU at Company's applicable tariffed interstate switched access rates.

5. If the Customer does not furnish Company with a PVU factor, the Company will utilize a PVU-A factor of zero.

(N)

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SERVICE DESCRIPTIONS, Continued**3.2 VOICE OVER INTERNET PROTOCOL – PUBLIC SWITCHED TELEPHONE NETWORK (“VOIP – PSTN”) TRAFFIC, Continued**

(N)

C. Initial PVU-A Factor

If the PVU-A factor is not available and/or cannot be implemented in Company's billing systems within 30 days of the approval of this Tariff, the Company will adjust the Customer's initial PVU-A to zero retroactively to January 1, 2012.

D. PVU Factor Updates

The Customer may update the PVU-A factor quarterly. The Customer shall submit such update no later than the 15th day of January, April, July, and October of each year. Revised PVU factors must be based on the data for the prior three months ending the last day of December, March, June, and September respectively. The Company will use the revised PVU-A factor to calculate a revised PVU. The revised PVU will be used for future billing and will be effective on the bill date of each month and will be used for subsequent monthly billing until superseded by a new PVU factor. No prorating or back billing will be done based on the updated PVU factors. The PVU factor will be billed beginning on January 1, 2012.

E. PVU Factor Verification

Not more than twice in any year, Company may ask the Customer to verify the PVU-A factor furnished to Company and a Customer may ask Company to verify the PVU-B factor and the calculation of the PVU factor. The party so requested shall comply, and shall reasonably provide the records and other information used to determine the respective PVU-A and PVU-B factors.

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RATES**4.1 ACCESS SERVICES**

Company adopts as its own, AT&T's Ohio switched access rates, and rate category descriptions and terms and conditions corresponding to Company's switched access rate elements below, as set forth in [Section 6](#) of the AT&T Ameritech Operating Companies Tariff F.C.C. No. 2, adopted under Part 0021, [Section 0001](#), of the Ohio Bell Telephone Company Ameritech Tariff, P.U.C.O. No. 20, unless otherwise subject to exceptions in Part 0021, [Section 0002](#).

4.2 MISCELLANEOUS SERVICES

4.2.1 IntraLATA Presubscription Change Charge, per line:

Manual PIC Change	
Per Telephone Exchange Service Line or Trunk,	\$5.00

4.2.2. The Company will waive one-half (1/2) of the IntraLATA PIC change charge, when such changes are performed simultaneously with an InterLATA PIC change.

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RATES, Continued

4.3. INDIVIDUAL CASE BASIS ARRANGEMENTS

4.3.1. Individual Case Basis ("ICB") arrangements will be developed on a case-by-case basis in response to a bona fide Customer or prospective Customer request and based on specific Customer commitments, unless otherwise prohibited by law or regulation. ICB arrangement switched exchange access service rates will be available to any similarly situated Customer. Upon execution, all ICB arrangements will be filed with the PUCO for approval.

4.3.2. Basis for Charges

Where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariffs, charges will be based on the costs incurred by the Company and may include:

- A. nonrecurring type charges;
- B. recurring type charges;
- C. termination liabilities; or
- D. combinations thereof.

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RATES, Continued

4.3. INDIVIDUAL CASE BASIS ARRANGEMENTS Continued

4.3.3. Basis for Cost Computation

The costs referred to in 4.3.2. preceding may include one or more of the following items to the extent they are applicable:

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

Rates and charges for special construction shall be determined and presented to the Customer for its approval prior to the start of construction. No construction will commence until and unless the Customer accepts in writing the rates and charges as presented by the Company.

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OHIO TELECOMMUNICATIONS TARIFF

Rates, Terms and Conditions
Relating to the Provision of Telecommunications Service in the State of Ohio

Trans National Communications International, Inc.

2 Charlesgate West
Boston, Massachusetts 02215

**This Tariff Replaces
TRANS NATIONAL COMMUNICATIONS INTERNATIONAL, INC.
P.U.C.O. Tariff No. 2 and 3 in Their Entirety**

Tariff ("Tariff") contains descriptions, regulations, and rates applicable to the furnishing of competitive, presubscribed telecommunications Services provided by Trans National Communications International, Inc. ("TNCI") within the State of Ohio. This Tariff is on file with the Ohio Public Utility Commission ("Commission"). This Tariff may also be inspected during normal business hours at TNCI's principal place of business at 2 Charlesgate West, Boston, Massachusetts 02215.

Issued: October 26, 2011

Effective: October 26, 2011

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TNCI
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SECTION 2 - RULES AND REGULATIONS**UNDERTAKING OF TNCI****Emergency 911 Service**

1. This Service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made or asserted by the Customer or by any other party or person for any personal injury to or death of any person or persons, nor 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 other 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. In the event that the Company is providing an IP-Enabled Service, its liability, if any shall be limited by the provisions of the 911 NET Act (Pub. L.110-283) as well as the protections of this Tariff and state law if applicable.
2. Neither is Company responsible for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 Service features and the equipment associated therewith, or by any Services furnished by Company including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 Service, or which arise out of the negligence or other wrongful act of Company, the Customer, its Authorized Users, agencies or municipalities, or the employees or agents of any one of them.

PRIMARY INTEREXCHANGE CARRIER CHANGE CHARGE

A primary interexchange carrier change charge is assessed on subscribers who change from another carrier to TNCI.

Primary Interexchange Carrier Change Charge, per account \$5.50

EXHIBIT B

TNCI-OpCo Tariffs

PUCO Tariffs No. 1 and 2

OHIO TELECOMMUNICATIONS TARIFF

Rates, Terms and Conditions
Relating to the Provision of Telecommunications Service in the State of Ohio

TNCI Operating Company LLC

114 E. Haley Street, Suite A
Santa Barbara, CA 93101

Tariff ("Tariff") contains descriptions, regulations, and rates applicable to the furnishing of competitive, presubscribed telecommunications Services provided by TNCI Operating Company LLC ("TNCI") within the State of Ohio. This Tariff is on file with the Ohio Public Utility Commission ("Commission"). This Tariff may also be inspected during normal business hours at TNCI's principal place of business at 114 E. Haley Street, Suite A, Santa Barbara, California 93101.

Issued: May 8, 2013

Effective: June ___, 2013

Jeff Compton
President/CEO

TNCI
114 E. Haley Street, Suite A
Santa Barbara, CA 93101

SECTION 2 - RULES AND REGULATIONS**UNDERTAKING OF TNCI****Emergency 911 Service**

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Primary Interexchange Carrier Change Charge, per account \$5.50

**OHIO TELECOMMUNICATIONS
TARIFF**

Rates, Terms and
Conditions
Relating to the Provision of Switched Exchange Access
Service in the State of Ohio

TNCI Operating Company LLC

114 E. Haley Street, Suite A
Santa Barbara, CA 93101

This Tariff contains the descriptions, regulations and rates applicable to the furnishing of intrastate switched exchange access telecommunications services provided by TNCI Operating Company LLC ("Company") in the absence of a separate interconnection agreement between Company and carriers who interconnect with Company's network in the State of Ohio. This Tariff is on file with the Public Utilities Commission of Ohio ("Commission"). Copies may be inspected during normal business hours at the Company's principal place of business: 114 E. Haley Street, Suite A, Santa Barbara, CA 93101.

Issued: May 8, 2013

Effective: June __, 2013

Issued by:

Jeff Compton, President/CEO
114 E. Haley Street, Suite A
Santa Barbara, CA 93101

CHECK SHEET

The sheets of this Tariff are effective as of the date shown. The Sheet revisions appearing below designate amendments from the original Tariff Sheet and are in effect on the date shown at the bottom of this Sheet. An asterisk appearing next to the revision indicates Sheets submitted with an amended filing.

<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>
1	Original	30	Original				
2	Original	31	Original				
3	Original	32	Original				
4	Original	33	Original				
5	Original	34	Original				
6	Original	35	Original				
7	Original	36	Original				
8	Original	37	Original				
9	Original	38	Original				
10	Original	39	Original				
11	Original	40	Original				
12	Original	41	Original				
13	Original	42	Original				
14	Original	43	Original				
15	Original	44	Original				
16	Original	45	Original				
17	Original	46	Original				
18	Original	47	Original				
19	Original	48	Original				
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28	Original						
29	Original						

Issued: May 8, 2013

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Santa Barbara, CA 93101

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EXPLANATION OF SYMBOLS

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

- (C)** Change in the offering
- (D)** To signify a discontinued regulation.
- (I)** To signify increased rate.
- (M)** To signify material relocated from or to another Tariff location.
- (N)** To signify a new rate or regulation.
- (R)** To signify a reduced rate.
- (T)** To signify a change in text only.

DEFINITIONS

Certain terms used generally throughout this Tariff are described below.

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

Access Services: The Company's intrastate switched exchange access services offered pursuant to this Tariff.

Access Service Request (ASR): The industry service order format used by Access Service customers and access providers as agreed to by the Ordering and Billing Forum.

Carrier or Common Carrier: See Interexchange Carrier.

Company: TNCI Operating Company LLC, the issuer of this Tariff.

Commission: The Public Utilities Commission of Ohio.

Customer: Any firm, partnership, association, joint-stock company, trust, governmental entity, corporation, carrier authorized to operate in the State of Ohio, or other entity that directly or indirectly obtains access Service. A Customer is deemed responsible for the payment of charges and compliance with the Company's regulations. An Interexchange Carrier is deemed a Customer of the Company if any of the Interexchange Carrier directly or indirectly sends traffic to or receives traffic from a central office code ("NPA-NXX") assigned to the Company. The use of the Company's Access Service constitutes an order for such service and requires compliance with the obligates, rates, and charges as set forth in this Tariff, regardless of whether the Customer has affirmatively requested service or has an executed service order.

Discontinuance or Suspension of Service: For Incidental Service, the blockage of Customer's traffic terminating on Company's network or traffic originating on Company's network and terminating on Customer's network.

End Office: With respect to each NPA-NXX code prefix assigned to the Company, the location of the Company's End Office for purposes of this Tariff shall be the point of interconnection associated with that NPA-NXX code in the Local Exchange Routing Guide, issued by Telcordia.

End User or User: The term End User denotes a subscriber or user of an intrastate, interstate or foreign telecommunications service that is not a Carrier. A Carrier authorized to operate in the State of Ohio other than a telephone company, shall also be deemed to be an "End User" when such Carrier uses a telecommunications service for its own internal administrative purposes. A person or entity that offers telecommunications services exclusively as a non facilities-based reseller shall be deemed to be an "End User" if all resale transmission offered by such reseller originates on the premises of such reseller.

DEFINITIONS, Continued

Exchange Telephone Company: Denotes any individual, partnership, association, joint-stock company, trust, or corporation engaged in providing switched communication within an exchange.

Feature Group D or FGD: Feature Group D is a type of telecommunication trunk used to provide equal access capability from telecommunication carriers and central offices through dialing "1" plus the desired called party's ten digit telephone number. The call is routed through the caller's presubscribed carrier.

Firm Order Confirmation (FOC): Acknowledgment by the Company of receipt of an Access Service Request from the Customer and commitment by the Company of a Service Date.

Incidental Service: Denotes Intrastate Switched Exchange Access Service provided to a Customer under this Tariff that is not provided through a written agreement with Customer and will be held to have been constructively ordered.

Individual Case Basis or ICB: A service arrangement in which the regulations rates and charges are developed based on the specific circumstances of the case, unless otherwise prohibited by law or regulation.

Interconnecting Carrier: Any Carrier that interconnects to Company's network for purposes of terminating traffic, or receiving originating traffic.

Interexchange Carrier, IXC: The terms Interexchange Carrier denotes any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged for hire in intrastate, interstate or foreign communication by wire or radio, between two or more exchanges.

Intrastate Switched Exchange Access Service or Service: Provides for a switched two-point communications path between a Customer's premises or a collocated interconnection location and an End User's premises for originating and terminating calls.

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.

DEFINITIONS, Continued

Local Switching Center: The switching center where telephone exchange service customer station Channels are terminated for purposes of interconnection to each other and to interoffice trunks.

Network: Refers to the Company's facilities, equipment, and Services provided under this Tariff.

Premises: The space occupied by a Customer or Authorized User in a building or buildings or on contiguous property (except railroad rights-of-way, etc.).

Presubscription: An arrangement whereby an End User may select and designate to the Company an Interexchange Carrier (IXC) or Carriers it wishes to access, without an access code, for completing both intraLATA toll calls and/or interLATA calls. The selected IXC(s) are referred to as the End User's Primary Interexchange Carrier (PIC). The End User may select any IXC that orders FGD Switched Access Service at the Local Switching Center that serves the end user.

Service Commencement Date: For Special Access Service and Direct Connect Switched Access Service, the first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance of service. The parties may mutually agree on a substitute Service Commencement Date. If the Company does not have an executed Service Order from a Customer, the Service Commencement Date will be the first date on which the service or facility was used by the Customer. For Tandem Connect Customers, the Service Commencement Date will be the first date on which the service or facility was used by the Customer.

Service Order: The written request for Access Services executed by the Customer and the Company in a format devised by the Company; or, in the alternative, the submission of an Access Service Request by the Customer in the manner specified in this tariff. The signing of a Service Order or submission of an ASR by the Customer and acceptance thereof 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 Wire Center: The term Serving Wire Center denotes the wire center from which the Customer designated premises would normally obtain dial tone.

DEFINITIONS, Continued

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

Toll Free: A term to describe an inbound communications service which permits a call to be completed at a location without charge to the calling party. Access to the service is gained by dialing a ten (10) digit telephone number (e.g., North American Numbering Plan ("NPA") code is 800, or other 8XX, number where X is a number between 0 and 9).

Universal Emergency Telephone Number (911) Service: Wherever feasible, the Company will provide a universal Central Office number 911 for the use of Public Safety Agencies having the responsibility to protect the safety and property of the general public. It is intended that use of 911 Service will provide the public with a means of simple and direct telephone access to a Public Safety Answering Point.

Wire Center: A building in which one or more central offices, used for the provision of Exchange Services, are located.

APPLICATION OF TARIFF

This Tariff applies to Intrastate Switched Exchange Access Service provided to Customers for origination and termination of traffic to and from Central Office codes directly assigned to TNCI Operating Company LLC in the absence of a separate interconnection agreement between the Company and Customer.

BY INTERCONNECTING TO AND UTILIZING THE EXCHANGE ACCESS SERVICES SET FORTH IN THIS DOCUMENT, INTERCONNECTING CARRIERS ARE DEEMED TO HAVE CONSTRUCTIVELY ORDERED SERVICE AS CUSTOMERS, AND AGREE TO THE SERVICE RATES, CHARGES, TERMS, AND CONDITIONS AS SET FORTH HEREIN.

Company provides exchange access Services contained in this Tariff under a Multiple Bill-Multiple Tariff method, as set forth in the Alliance for Telecommunications Industry Solutions Inc. Ordering and Billing Forum Multiple Exchange Access Billing document, **ATIS/OBF-MECAB-08**, Issue 8, dated January 2003. This method allows one provider to bill for other providers within the Multiple Bill option when there are more than two companies providing the Service. The number of bills rendered is less than the total number of companies providing the Service. Each provider's Tariff or contract rates are applied and displayed separately for each company's portion of the Service provided.

This Tariff applies only to the extent that facilities are available and Services provided hereunder are used by a Customer for the purpose of originating or terminating intrastate communications.

REGULATIONS**2.1 UNDERTAKING OF COMPANY****2.1.1 Scope**

The Company undertakes to furnish Intrastate Switched Exchange Access Services in accordance with the terms and conditions set forth in this Tariff.

2.1.2 Shortage of Facilities

All Service is subject to the availability of suitable facilities. The Company reserves the right to limit the length of communications or to discontinue furnishing Services when necessary because of the lack of transmission medium capacity or because of any causes beyond its control.

2.1.3 Terms and Conditions

- A. Service is provided on the basis of a minimum period of at least one month, 24-hours per day, unless otherwise deemed Incidental Service. For the purpose of computing charges in this Tariff, a month is considered to have thirty (30) calendar days.
- B. Customers may be required to execute any other documents as may be reasonably requested by the Company.
- C. This Tariff shall be interpreted and governed by applicable federal law, state laws, and Commission regulations, as may apply, regardless of choice of laws and regulation provisions.

REGULATIONS, Continued**2.1 UNDERTAKING OF COMPANY**, Continued**2.1.4 Limitations on Liability**

- A. Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representatives, or use of these Services or (2) the failure to furnish its Service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in Service as set forth in Section 2.7.
- B. Except for the extension of allowances to the Customer for interruptions in Service as set forth in Section 2.7, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any Service or any failure in or breakdown of facilities associated with the Service.
- C. The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and Service has been discontinued, to a refund of the amount erroneously billed.

REGULATIONS, Continued**2.1 UNDERTAKING OF COMPANY**, Continued**2.1.4 Limitations on Liability**, Continued

- D. The Company shall not be liable for any claims for loss or damages involving:
1. Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers or warehousemen;
 2. Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to explosions; catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
 3. Any unlawful or unauthorized use of the Company's facilities and services;
 4. Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services with Customer-provided facilities or services;

REGULATIONS, Continued**2.1 UNDERTAKING OF COMPANY**, Continued**2.1.4 Limitations on Liability**, Continued

D. Continued

5. Breach in the privacy or security of communications transmitted over the Company's facilities;
6. Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or Services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in Section 2.1.4, preceding;
7. Defacement of or damage to Customer premises resulting from the furnishing of Services or equipment on such premises or the installation or removal thereof;
8. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;
9. Any intentional, wrongful act of a Company employee when such act is not within the scope of the employee's responsibilities for the Company and/or is not authorized by the Company;

REGULATIONS, Continued**2.1 UNDERTAKING OF COMPANY**, Continued**2.1.4 Limitations on Liability**, Continued

D. Continued

10. Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this Tariff;
11. Any non-completion of calls due to network busy conditions;
12. Any calls not actually attempted to be completed during any period that Service is unavailable.

E. The Company shall be indemnified, defended and held harmless by the Customer or End User from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Company or Customer equipment or facilities or service provided by the Company.

F. Except as otherwise stated in this Tariff, any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within thirty (30) calendar days after the date of the occurrence that gave rise to the claim.

REGULATIONS, Continued**2.1 UNDERTAKING OF COMPANY**, Continued**2.1.4 Limitations on Liability**, Continued

G. The Company will operate as specified in these and other applicable Tariffs. Due to the interdependence among telecommunications companies, and the interrelationship with non-Company processes, equipment, and systems, the Company is not responsible for failures caused by circumstances beyond its control including, but not limited to, failures caused by:

1. overt action, omissions, interruptions, delays, errors, other defects or misrepresentations, or the facilities of a local exchange carrier;
2. customer premise equipment; or
3. an End User or Customer.

In addition, the Company is not liable for any incompatibility between the Company's Services and any non-Company Services used by a Customer or an End User.

REGULATIONS, Continued**2.1 UNDERTAKING OF COMPANY**, Continued**2.1.5 Provision of Equipment and Facilities**

- A. Except as otherwise indicated, Customer-provided equipment located at the Customer's premises for use in conjunction with this Service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.
- B. The Company shall not be responsible for the installation, operation or maintenance of any Customer-provided communications equipment ("CPE"). Where such equipment is connected to Service furnished pursuant to this Tariff, the responsibility of the Company shall be limited to the furnishing of Services under this Tariff and to the maintenance and operation of such Services in the proper manner. Subject to this responsibility, the Company shall not be responsible for:
 - 1. the through transmission of signals generated by CPE or for the quality of, or defects in, such transmission; or
 - 2. the reception of signals by CPE; or
 - 3. network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

2.1.6 Ownership of Facilities

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

REGULATIONS, Continued**2.2 PROHIBITED USES**

- A. The Services the Company offers shall not be used for any unlawful purpose or for any use for which the Customer has not obtained all required governmental approvals, authorization, licenses, consents and permits.
- B. The Company may require Service Customers who intend to use the Company's offering for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and regulations, policies, orders, and decisions.
- C. The Company may require a Customer to immediately shut down its transmission if such transmission is causing interference to others.
- D. A Customer, joint user, or authorized user may not assign, or transfer in any manner, the Service or any rights associated with the Service without the written consent of the Company. The Company will permit a Customer to transfer its existing Service to another entity if the existing Customer has paid all charges owed to the Company for regulated access Services. Such a transfer will be treated as a disconnection of existing Service and installation of new Service, as stated in this Tariff will apply.

REGULATIONS, Continued**2.3 OBLIGATIONS OF THE CUSTOMER****2.3.1 Customer Premises Provisions**

- A. The Customer shall provide the personnel, power and space required to operate all facilities and associated equipment installed on the premises of the Customer.
- B. The Customer shall be responsible for providing Company personnel access to premises of the Customer at any reasonable hour for the purpose of testing the facilities or equipment of the Company.

2.3.2 Liability of the Customer

- A. The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invitees, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- B. To the extent caused by any negligent or intentional act of the Customer as described in (A), preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses for (1) any loss, destruction or damage to property of any third party, (2) the death of or injury to persons, including, but not limited to, employees or invitees of either party, and (3) any liability incurred by the Company to any third party pursuant to this or any other Tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any Service provided by the Company to such third party.

REGULATIONS, Continued**2.3 Obligations of the Customer**, Continued**2.3.2 Liability of the Customer**, Continued

- C. The Customer shall not assert any claim against any other customer or user of the Company's Services for damages resulting in whole or in part from or arising in connection with the furnishing of Service under this Tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other customer or user and not by any act or omission of the Company. Nothing in this Tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

REGULATIONS, Continued**2.4 CUSTOMER EQUIPMENT AND CHANNELS****2.4.1 Interconnection of Facilities**

In order to protect the Company's facilities and personnel and the Services furnished to other Customers by the Company from potentially harmful effects, the signals applied to the Company's Service shall be such as not to cause damage to the facilities of the Company. Any special interface equipment necessary to achieve the compatibility between facilities of the Company and the channels or facilities of others shall be provided at the Customer's expense.

2.4.2 Inspections

- A. The Company may, upon notification to the Customer, at a reasonable time, make such tests and inspections as may be necessary to determine that the requirements regarding the equipment and interconnections are being complied with in respect to the installation, operation and maintenance of Customer-provided equipment and in the wiring of the connection of Customer channels to Company-owned facilities.
- B. If protective agreements governing Company oversight of Customer CPE installed at Company's premises are not being complied with, the Company may take such action as necessary to protect its facilities and personnel and will promptly notify the Customer by registered mail in writing of the need for protective action. In the event that the Customer fails to advise the Company within ten (10) calendar days after such notice is received or within the time specified in the notice that corrective action has been taken, the Company may take whatever additional action is deemed necessary, including canceling Service, to protect its facilities and personnel from harm. Upon Customer request, the Company will provide Customer with a statement of technical parameters that the Customer's equipment must meet within no less than twenty four (24) hours in advance of equipment inspection.

REGULATIONS, Continued

2.5 CUSTOMER ADVANCED PAYMENTS AND DEPOSITS

2.5.1 Advance Payments

Company does not collect Advanced Payments.

2.5.2 Deposits

Company does not collect Deposits.

REGULATIONS, Continued

2.6 PAYMENT ARRANGEMENTS

2.6.1 Payment for Service

The Customer is responsible for the payment of all charges for facilities and Services furnished by the Company to the Customer.

Taxes

The Customer is responsible for payment of any sales, use, excise, access or other local, state and federal taxes, charges or surcharges (however, designated) (excluding taxes on the Company's net income) imposed on or based upon the provision, sale, or use of Network Services.

REGULATIONS, Continued**2.6 PAYMENT ARRANGEMENTS**, Continued**2.6.2 Billing and Collection of Charges**

The Customer is responsible for payment of all charges incurred by the Customer or other users for services and facilities furnished to the Customer by the Company.

- A. The Company shall present invoices monthly to the Customer, which shall be due and payable within thirty (30) calendar days after the date of the invoice. Usage charges will be billed monthly for the preceding billing period.
- B. If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available upon receipt of payment, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the date due, multiplied by a late factor. The late factor shall be 1.5 percent of invoice total per month.
- C. The Customer will be assessed an amount not exceeding the amount provided for in state law for each check submitted by the Customer to the Company which a financial institution refuses to honor.
- D. Where any undercharge in billing of a Customer is the result of a TNCI mistake, TNCI will backbill Customer for applicable charges up to twenty four (24) months. The Company will provide supporting bill detail for such backbilling upon request of the Customer.

REGULATIONS, Continued**2.6 PAYMENT ARRANGEMENTS**, Continued**2.6.3 Billing Disputes****A. General**

All bills are presumed accurate, and shall be binding on the Customer unless notice of the disputed charge(s) is received by the Company within thirty (30) calendar days of the date of the mailing of the bill. For the purposes of this section, "notice" is defined as written notice to the Company, containing sufficient documentation to investigate the dispute, including the account number under which the bill has been rendered, the date of the bill, and the specific items on the bill being disputed.

B. Late Payment Charge

1. The undisputed portions of the bill must be paid by the payment due date to avoid assessment of a late payment charge on the undisputed amount under Section 2.6.2.B.
2. In the event that a billing dispute is resolved by the Company in favor of the Customer, any disputed amount withheld pending resolution of the billing dispute shall not be subject to the late payment charge.
3. In the event that a billing dispute is resolved in favor of the Company, the Customer shall pay the total billed amount and be subject to the late payment charge.

REGULATIONS, Continued**2.6 PAYMENT ARRANGEMENTS**, Continued**2.6.3 Billing Disputes**, Continued

C. Adjustments or Refunds to the Customer

1. In the event that the Company resolves the billing dispute in favor of a Customer who has withheld payment of the disputed amount pending resolution of the disputed bill, the Company will credit the Customer's account for the disputed amount in the billing period following the resolution of the dispute.
2. In the event that the Company resolves the billing dispute in favor of a Customer who has paid the total amount of the disputed bill, the Company will credit the Customer's account for any overpayment by the Customer in the billing period following the resolution of the dispute.
3. In the event that the Company resolves the billing dispute in favor of a Customer who has paid the total amount of the disputed bill but canceled the Service, the Company will issue a refund.
4. All adjustments or refunds provided by the Company to the Customer at the Customer's request, or provided by the Company to the Customer by way of compromise of a billing dispute, and which are accepted by the Customer, are final and constitute full satisfaction, settlement, and/or compromise of all of the Customer's claims for the billing period for which the adjustment or refund was issued.

REGULATIONS, Continued**2.6 PAYMENT ARRANGEMENTS**, Continued**2.6.3 Billing Disputes**, Continued

D. Unresolved Billing Disputes

In the case of a billing dispute between the Customer and the Company for Service furnished to the Customer, which cannot be settled to the mutual satisfaction of the Customer and the Company, the Customer shall have thirty (30) calendar days after such bills have been mailed or otherwise rendered per the Company's normal course of business to request that the Company provide further review of the disputed amount. The Customer may contact the Commission at any time regarding billing disputes. The Commission's contact information is:

Public Utilities Commission of Ohio
180 E. Broad Street
Columbus, Oh 43215-3793
614.466.3292

REGULATIONS, Continued**2.6 PAYMENT ARRANGEMENTS**, Continued**2.6.4 Discontinuance or Suspension of Service for Cause**

For other than Incidental Service, Company may disconnect service in the following instances.

- A. Upon nonpayment of any amounts owing to the Company, the Company may, by giving five (5) business days prior written notice to the Customer, suspend Service without incurring any liability.
- B. Upon violation of any other terms or conditions described herein for furnishing Service, the Company may, by giving ten (10) business days prior notice in writing to the Customer, discontinue or suspend Service without incurring any liability.
- C. Upon condemnation of any material portion of the facilities used by the Company to provide Service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company may, by notice to the Customer, discontinue or suspend Service without incurring any liability.
- D. Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company will follow procedures provided in federal bankruptcy code.
- E. Upon any governmental prohibition or required alteration of the Services provided or any violation of an applicable law or regulation, the Company may immediately discontinue or suspend Service without incurring any liability.
- F. In the event of fraudulent use of the Company's network, the Company may without notice suspend or discontinue Service. The Customer will be liable for all related costs. The Customer will also be responsible for payment of any applicable reconnection charges.

REGULATIONS, Continued**2.6 PAYMENT ARRANGEMENTS**, Continued**2.6.4 Discontinuance or Suspension of Service for Cause**, Continued

- G. Upon the Company's discontinuance or suspension of Service to the Customer under Section 2.6.4(A) or 2.6.4(B), the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this Tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such Services would have otherwise been provided to the Customer to be immediately due and payable.
- H. Discontinuance or Suspension of Service for Incidental Service shall mean that Customer will be precluded from terminating traffic on Company's network, or receiving calls originated on Company's network.

2.6.5. Customer Overpayment

The Company will not pay interest on a Customer overpayment, unless otherwise required by law or regulation.

REGULATIONS, Continued**2.7 ALLOWANCES FOR INTERRUPTION OF SERVICE**

- 2.7.1.** No credit allowance will be made for any interruption in Incidental Service, including, but not limited to, the following:
- A. Due to the negligence of or noncompliance with the provisions of this Tariff by any person or entity other than the Company, including but not limited to the Customer or other common Carriers connected to the service of the Company;
 - B. Due to the failure of power, equipment, systems, connections or services not provided by the Company;
 - C. Due to circumstances or causes beyond the control of the Company;
 - D. During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
 - E. During any period in which the Customer continues to use the service on an impaired basis;
 - F. During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
 - G. Interruptions that occur or continue due to the Customer's failure to authorize replacement of any element of special construction; and
 - H. That was not reported to the Company within thirty (30) calendar days of the date that service was affected.

REGULATIONS, Continued**2.7 ALLOWANCES FOR INTERRUPTION OF SERVICE, Continued****2.7.2. Allowances for Interruption of Non-Incidental Service**

- A. Interruptions in service which are not due to the negligence of or noncompliance with the provisions of this rate sheet by, the Customer or the operation or malfunction of the facilities, power, or equipment provided by the Customer, will be credited to the Customer for the part of the service that the interruption affects.
- B. The credit allowance will be calculated by the Company after the Customer notifies the Company of service interruption. The amount of the allowance will depend on the length of the outage and the service impacted. Service outage conditions are defined as complete loss of call origination and/or receipt capability. Credit allowances, if any, will be deducted from the charges payable by the IXC and will be expressly indicated on the next invoice. A service outage begins when the IXC reports the outage to the Company. A service outage ends when the affected circuit and/or associated Company equipment is fully operational in accordance with the technical specifications.
- C. Credit allowances do not apply to outages (i) caused by the IXC; (ii) due to failure of equipment provided by the IXC; (iii) during any period in which the Company is not given access to the service premises; (iv) failures of LEC facilities or equipment which are carrying the failures resulting from the activities or negligence of LEC employees; (v) inability to gain access to the IXC's equipment; and (vi) due to mutually agreed upon maintenance and repair.
- D. Credit allowances received by the Company from the LEC for Off-Net facility outages which affects the IXC's switched services will be passed through to the IXC in the form of a credit on the next invoice.
- E. For purposes of credit computation every month shall be considered to have seven hundred and twenty (720) hours. For services with a monthly recurring charge, no credit shall be allowed for an interruption of continuous duration of less than eight (8) hours. The Customer shall be credited for an interruption of eight (8) or more hours at the rate of 1/720th of the monthly charge for the services affected for each day that the interruption continues. The formula used for computation of credits is as follows:

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

A = outage time in hours (must be 8 or more)

B = total monthly recurring charge for affected service

REGULATIONS, Continued**2.7 ALLOWANCES FOR INTERRUPTION OF SERVICE, Continued****2.7.3. Use of Another Means of Communications**

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

2.8 CUSTOMER LIABILITY FOR UNAUTHORIZED USE OF THE NETWORK**2.8.1 Unauthorized Use of the Network**

- A. Unauthorized use of the Network occurs when: (1) a person or entity that does not have actual, apparent, or implied authority to use the Network, obtains the Company's Services provided under this Tariff; or (2) a person or entity that otherwise has actual, apparent, or implied authority to use the Network, makes fraudulent use of the Network to obtain the Company's Services provided under this Tariff, or uses specific Services that are not authorized.
- B. The following activities constitute fraudulent use:
 - 1. Using the Network to transmit a message, locate a person, or otherwise give or obtain information, without payment for the Service;
 - 2. Using or attempting to use the Network with the intent to avoid payment, either in whole or part, of any of the Company's Tariffed charges by either rearranging, tampering with, or making connections not authorized by this Tariff to any service components used to furnish the Company's Services or using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices;
 - 3. Using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices to defraud or mislead callers.

REGULATIONS, Continued**2.8 CUSTOMER LIABILITY FOR UNAUTHORIZED USE OF THE NETWORK**, Continued**2.8.1 Unauthorized Use of the Network**, Continued

- C. Customers are advised that use of telecommunications equipment and Services, including those provided under this Tariff, carry a risk of various forms of telecommunications fraud (including, but not limited to, toll and PBX fraud perpetrated by Users who gain access to a Customer's facilities, account numbers, security or authorization codes, etc.). Customers should take all necessary steps to restrict access to their facilities, including the equipment and Services provided hereunder, and to detect and prevent unauthorized use of the equipment and Services provided by the Company under this Tariff.

2.8.2 Liability for Unauthorized Use

- A. Except as provided for elsewhere in this Tariff, the Customer is responsible for payment of all charges for Services provided under this Tariff furnished to the Customer. This responsibility is not changed due to any use, misuse, or abuse of the Customer's Service or CPE by Users or other third parties, the Customer's employees, or the public.
- B. The Customer is liable for all costs incurred as a result of unauthorized use of the Network, including, but not limited to, Service charges and any direct, indirect, special, incidental, reliance, consequential, or exemplary, charges.
- C. The Customer is responsible for payment of any charges related to the suspension of Service, and any charges for reconnection of Service, incurred as a result of unauthorized use of the Network.

REGULATIONS, Continued**2.9 APPLICATION OF RATES**

The regulations set forth in this section govern the application of rates for Services contained in other sections of this Tariff.

2.9.1 Charges Based on Duration of Use

Customer traffic to End Offices will be measured (i.e., recorded or assumed) by the Company. Originating and terminating calls will be measured (i.e., recorded or assumed) by the Company to determine the basis for computing chargeable access minutes. In the event the Customer message detail is not available because the Company lost or damaged tapes or experienced recording system outages, the Company will estimate the volume of lost Customer access minutes of use based on previously known values.

A. Originating Traffic

For originating calls over Customer's Feature Group D, usage measurement of access minutes begins when the originating Customer's Feature Group D switch receives the first wink supervisory signal forwarded from the Customer's point of termination.

The measurement of originating call usage ends when the Customer's originating Feature Group D switch receives disconnect supervision from either the Company's Network, indicating the originating End User has disconnected, or the Customer's point of termination, whichever is recognized first by the Company's Network.

B. Terminating Traffic

For terminating calls, the measurement of access minutes begins when the Customer's terminating Feature Group D switch receives answer supervision from the Company's Network, indicating the terminating End User has answered. For terminating calls over Customer's Feature Group D Access Service, the measured minutes are chargeable access minutes. Where assumed minutes are used, the assumed minutes are the chargeable access minutes.

REGULATIONS, Continued**2.9 APPLICATION OF RATES**, Continued**2.9.1 Charges Based on Duration of Use**, Continued**B. Terminating Traffic**, Continued

The measurement of terminating call usage over Customer's Feature Group D ends when the Customer's terminating Feature Group D switch receives disconnect supervision from either the Company's Network, indicating the terminating End User has disconnected, or the Customer's point of termination, whichever is recognized first by the switch.

Customer's Feature Group D access minutes or fractions thereof, the exact value of the fraction being a function of the Network technology where the measurement is made, are accumulated over the billing period for each End Office, and are then rounded up to the nearest access minute for each End Office.

REGULATIONS, Continued**2.10 JURISDICTIONAL REPORTING**

The jurisdictional reporting requirements for non-Incidental Service will be as specified below. When a Customer orders Access Service, the Customer must provide the Company with its projected Percent Interstate Usage (PIU) in whole numbers. These whole number percentages will be used by the Company to apportion the use and/or charges between interstate and intrastate until a revised report is received as set forth herein. Reported or default PIU factors are used only where the call detail is insufficient to determine the appropriate jurisdiction of the traffic.

2.10.1. Originating Access: Originating access minutes consists only of traffic originating from the company's Local Switching Center(s). The Customer should provide the Company with a projected PIU factor on a quarterly basis.

If no PIU for originating minutes is submitted for the prior 3 months usage, then the projected PIU will be set on a default basis of 50 percent interstate traffic and 50 percent intrastate traffic.

2.10.2. Terminating Access: For Feature Group D Switched Access Services, the Customer should provide the Company with a projected PIU factor by supplying the Company with an interstate percentage of terminating access minutes on a quarterly basis, as described in Section 2.3.3.D below.

If no PIU for originating minutes is submitted for the prior 3 months usage, then the projected PIU will be set on a default basis of 50 percent interstate traffic and 50 percent intrastate traffic.

2.10.3. Except where the Company measured access minutes are used as set forth above, the Customer reported projected PIU factor will be used until the Customer reports a different PIU factor, as set forth below.

REGULATIONS, Continued**2.10 JURISDICTIONAL REPORTING**, Continued

- 2.10.4. Effective on the first of January, April, July and October of each year the Customer shall update the PIU factor and report the result to the Company (Quarterly PIU Report). The Customer should forward to the Company, to be received no later than 15 days after the first of each month listed above, a revised report showing the interstate and intrastate percentage of use for the past three months ending the last day of December, March, June and September (calendar quarter), respectfully, and shall serve as the basis of the PIU factor to be used for the next calendar quarter. If the Customer does not provide the Company a Quarterly PIU Report, the Company will assume the PIU factor to be the same as specified in the Quarterly PIU Report most recently provided by the Customer. If a Customer has never provided the Company a Quarterly PIU Report or the Customer is a new customer, the Company will assume the PIU factor to be a default basis of 50 percent interstate and 50 percent intrastate traffic for the next calendar quarter.
- 2.10.5. For Switched Access Service, if a billing dispute arises or a regulatory commission questions the projected PIU factor, the Customer will provide the data issued to determine the projected PIU factor. The Customer will supply the data within 30 days of the Company request.
- 2.10.6. The Customer shall keep records of call detail from which the percentage of interstate and intrastate use can be ascertained and, upon request of the Company, shall make the records available for inspection as reasonably necessary for purposes of verification of the percentages.

SERVICE DESCRIPTIONS**3.1 INTRASTATE SWITCHED EXCHANGE ACCESS SERVICES**

Intrastate Switched Exchange Access Service, available to Customers for their use in furnishing their Services to End Users, provides a two-point communications path between a Customer's premises and an End User's premises. It provides for the use of common terminating, switching and trunking facilities and/or functionalities. Switched Exchange Access Service provides for the ability to originate calls from an End User's premises to a Customer's premises (or a collocated interconnection location), and to terminate calls from a Customer's premises (or a collocated interconnection location) to an End User's premises in the LATA where it is provided and served by Company. Switched Exchange Access Service must be ordered or is provided as an Incidental Service separately for each LATA in which the Customer desires to originate or terminate calls.

Switched Exchange Access Service is provided in the following service categories, which are differentiated by their technical characteristics and the manner in which an End User or Customer accesses them when originating or terminating calls.

Terminating Switched Exchange Access provides trunk side equivalent access to the Company's Network for the Customer's use in originating and terminating communications.

Toll Free Database Access Service provides trunk side-equivalent access to the Company's Network in the originating direction only, for the Customer's use in originating calls dialed by an End User to telephone numbers beginning with the prefix "800" or "8XX" where X is a number between 0 and 9.

Customer's or its End User's use of any Incidental Service shall constitute Customer's agreement to all of the terms and conditions of this Tariff. Incidental Services are billed to Customer on a monthly basis in accordance with Customer's recorded usage for each Service and the corresponding rates contained in the Rates Section.

SERVICE DESCRIPTIONS, Continued**3.1 INTRASTATE SWITCHED EXCHANGE ACCESS SERVICES**, Continued**3.1.1 Standard Rate Categories**

The rate categories in this Section 3.1.1 apply to Switched Exchange Access Service and include the following combined categories.

A. End Office Switching

The End Office switching rate category establishes the charges related to the use of those portions of the Company's network that perform End Office switching functionality, the terminations in the End Office of End User lines and the termination of calls at intercept operators or recordings.

B. Switched Transport

The Switched Transport rate category establishes the charges related to the provision by the Company's Network of transmission and switching functionality between the Customer designated premises and the End Office(s) where the Customer's traffic is switched to originate or terminate the Customer's communications. The Switched Transport rate category also includes the functionality of transport between an End Office or equivalent within Company's Network that serves as host for a remote switching system or module.

SERVICE DESCRIPTIONS, Continued**3.1 INTRASTATE SWITCHED EXCHANGE ACCESS SERVICES, Continued**

3.1.2. Customers may order switched access through a Constructive Order, as defined herein, or through an Access Service Request (ASR) for switched access service.

3.1.3. Access Service Requests

The format and terms of the ASR will be as specified in the Industry Access Service Order Guidelines, unless otherwise specified herein. When placing an order for Access Service using an ASR, the customer shall provide, at a minimum the following information:

- A. For Feature Group D Switched Access Service, the Customer shall specify the number of busy hour minutes of capacity (BHMC) from the customer's premises to the end office by Feature Group and by traffic type. This information is used to determine the number of transmission paths. The Customer shall also specify the Local Transport and Local Switching options. Customers may, at their option, order FGD by specifying the number of trunks and the end office when direct routing to the end office is desired and the Local Transport and Local Switching options desired. When ordering by trunk quantities rather than BHMC quantities to an end office, the customer must also provide the Company an estimate of the amount of traffic it will generate to and/or from each end office subtending an access tandem operated by another Exchange Telephone Company to assist the Company in its own efforts to project further facility requirements.

In addition, for Feature Group D with the SS7 option, the customer shall specify the switching point codes and trunk circuit identification codes for trunks with the SS7 option, and the STP point codes, signaling link codes and link type for each Common Channel Signaling Access (CCSA) connection ordered.

When a customer orders FGD in trunks, the Customer is responsible to assure that sufficient access facilities have been ordered to handle its traffic.

SERVICE DESCRIPTIONS, Continued**3.1 INTRASTATE SWITCHED EXCHANGE ACCESS SERVICES**, Continued**3.1.3. Access Service Requests**, Continued

- B. For 8XX Data Base Access Service, the customer shall order the service in accordance with the preceding provisions set forth for Feature Group D.
- C. For Local Access Service, the customer shall specify the number of trunks or facilities and the end office when direct routing to the end office is desired and the options desired. When ordering trunks or facilities to an end office, the customer must also provide the Company an estimate of the amount of traffic to be generated to and/or from each end office subtending an access tandem operated by another Exchange Telephone Company to assist the Company in the effort to project further facility requirements. In addition, when the customer orders trunks or facilities, the customer is responsible for assuring that sufficient access facilities have been ordered to handle its traffic.
- D. Access Service Request Modifications: The Customer may request a modification of its ASR prior to the Service Commencement Date. All modifications must be in writing using the industry ASR process. The Company, in its sole discretion, may accept a verbal modification from the Customer. The Company will make every effort to accommodate a requested modification when it is able to do so with the normal work force assigned to complete such an order within normal business hours. Charges for access service order modification will apply as set forth below, on a per occurrence basis.

Any increase in the number of Special Access Service Channels, Switched Access Service lines, trunks, Direct Connect transport facilities, Out of Band Signaling connections or any change in engineering or functionality of a service will be treated as a new ASR with a new Service Date interval.

SERVICE DESCRIPTIONS, Continued**3.1 INTRASTATE SWITCHED EXCHANGE ACCESS SERVICES**, Continued**3.1.3. Access Service Requests**, Continued

- E. Service Commencement Date Changes: ASR service dates for the installation of new services or rearrangement of existing services may be changed, but the new service date may not exceed the original Service Commencement Date by more than 30 calendar days. When, for any reason, the Customer indicates that service cannot be accepted for a period not to exceed 30 calendar days, and the Company accordingly delays the start of service, a Service Date Change Charge will apply. In addition, when the Customer submits a request for a Service Date Change that is less than five business days from the date of notification by the Customer, a Service Date Change Charge and an Expedite Charge will apply. No Expedite Charge will apply if the Customer requests a Service Date Change that is more than 5 business days from the date of request by the Customer but earlier than the original requested Service Commencement Date.

If the Customer requested service date is more than 30 calendar days after the original service date, the order will be cancelled by the Company on the 31st day. Appropriate cancellation charges will be applied. If the Customer still requires the service, the Customer must place a new ASR with the Company.

The Service Date Change Charge will apply on a per order, per occurrence basis for each service date changed.

- F. Design Change Charge: The Customer may request a Design Change to the service ordered. A Design Change is any change to an ASR which requires Engineering Review. An Engineering Review is a review by Company personnel of the service ordered and the requested changes to determine what change(s) in the design, if any, are necessary to meet the Customer's request. Design Changes include such changes as the addition or deletion of optional features or functions, a change in the type of Transport Termination (Switched Access only) or type of Channel interface. Any other changes are not considered Design Changes for purpose of this subsection and will require issuance of a new ASR and the cancellation of the original ASR with appropriate cancellation charges applied. The Design Change Charge will apply on a per order, per occurrence basis, for each order requiring a Design Change.

SERVICE DESCRIPTIONS, Continued**3.1 INTRASTATE SWITCHED EXCHANGE ACCESS SERVICES**, Continued**3.1.3. Access Service Requests**, Continued

- G. Expedited Order Charge: When placing an Access Order for service(s) for which a Standard Interval exists, a Customer may request a Service Commencement Date that is earlier than the Standard Interval Service Date, in which case an Expedite Charge will apply. The Expedite Charge will not apply if the new Service Commencement Date is more than five days from the date of the request to the Company of the expedited order request. The request for an earlier service date may be received from the Customer prior to its issuance of an ASR, or after the ASR has been issued but prior to the service date. The Company has the exclusive right to accept or deny the Expedite Order request. However if, upon reviewing availability of equipment and scheduled work load, the Company agrees to provide service on an expedited basis and the Customer accepts the Company's proposal, an Expedite Charge will apply.

If the Company is subsequently unable to meet an agreed upon expedited service date, then the Expedite Charge will not apply.

In the event the Company provides service on an expedited basis on the Customer's request, and the Customer delays service or is not ready for delivery of service at the time of installation, a Service Date Change Charge will apply in addition to the Expedite Charge.

In the event that the Customer cancels an expedite request, the Expedite Charge will be added to any applicable Cancellation Charge specified herein.

In the event that the Customer requests a Service Date Change after the Company has received the original expedite request, the Expedite Charge will still apply.

An Expedite Charge will not be applied to orders expedited for Company reasons.

SERVICE DESCRIPTIONS, Continued**3.1 INTRASTATE SWITCHED EXCHANGE ACCESS SERVICES**, Continued**3.1.3. Access Service Requests**, Continued

G. Continued

If costs other than additional administrative expenses are to be incurred when the Access Order is expedited, the regulations and charges for Special Construction as set forth in this tariff will apply.

The Expedited Order Charge will apply on a per order, per occurrence basis, as specified in the customer service agreement.

- H. Cancellation of an Access Service Request: A Customer may cancel an ASR for the installation of Switched Access Service at any time prior to notification by the Company that service is available for the Customer's use. The cancellation date is the date the Company receives written or verbal notice from the Customer that the order is to be cancelled. The verbal notice must be followed by written confirmation within 10 days. A Customer may negotiate an extension of a service date of an ASR for installation of new services or rearrangement of existing service, in which case a Service Date Change Charge will apply. However, the new service date cannot exceed the originally established service date by more than 30 calendar days. On the 31st day beyond the original service date, the ASR will be cancelled and the appropriate Cancellation Charge will be applied.

SERVICE DESCRIPTIONS, Continued**3.1 INTRASTATE SWITCHED EXCHANGE ACCESS SERVICES**, Continued**3.1.3. Access Service Requests**, Continued**I. Cancellation of an Access Service Request: (contd.)**

A Customer may cancel an ASR for the installation of Special Access Service without incurring a charge at any time prior to the acceptance of a Negotiated Interval Service Date by the Customer. Cancellation Charges will apply for Special Access Service if the Customer cancels more than 48 hours after the Application Date. Cancellation Charges for Expedited Orders will be applied for any order cancelled from the Application Date forward.

If the Company misses a service date for a Standard or Negotiated Interval Access Order by more than 30 days due to circumstances beyond its reasonable control, the Company shall not be liable for such delay and the Customer may cancel the ASR without incurring cancellation charges.

J. Minimum Period of Service: The minimum period for which Access Service is provided and for which charges are applicable is one month, unless otherwise specified in a written agreement signed by the customer.

When Service is disconnected prior to the expiration of the minimum period, charges are applicable for the balance of the minimum period. For Switched Access Service, the charge for a month or fraction thereof is equivalent to 50,000 billed minutes of use for the applicable service. All applicable Non-Recurring Charges for the service will be billed in addition to the Minimum Period Charge.

SERVICE DESCRIPTIONS, Continued**3.2 VOICE OVER INTERNET PROTOCOL – PUBLIC SWITCHED TELEPHONE NETWORK (“VOIP – PSTN”) TRAFFIC**

A. This section governs the identification and treatment of Toll VoIP-PSTN Traffic that is required to be compensated at interstate access rates unless the parties have agreed otherwise in a written agreement. Specifically, this section establishes the method of separating such traffic (referred to in this tariff as “Relevant Toll VOIP-PSTN Traffic”) from a Customer’s traditional intrastate access Tariff, so that such Relevant Toll VOIP-PSTN traffic can be billed in accordance with the FCC Order.

- This section of the tariff does not preclude carriers from negotiating different rates, terms and conditions governing compensation for Toll VoIP-PSTN traffic.
- This tariff does not supersede rates, term and conditions governing compensation for Toll VoIP-PSTN traffic in existing interconnection agreements.

Company will bill and collect the full Access Reciprocal Compensation on traffic exchanged with Customers when such traffic originates and/or terminates in Internet Protocol format, as set forth in Section 51.913 of the Federal Communications Commission’s rules, 47 C.F.R. § 51.913, regardless of whether the Company itself delivers such traffic to the called party’s premises or delivers the call to the called party’s premises via contractual or other arrangements with an affiliated or unaffiliated provider of interconnected Voice over Internet Protocol service or a non-interconnected Voice over Internet Protocol service that does not itself seek to collect Access Reciprocal Compensation charges for this traffic.¹ Beginning October 5, 2012, through June 30, 2014, the applicable rate elements used in providing access for Toll VoIP-PSTN Traffic that originates on the Company’s network for termination to the Customer’s end users (originating traffic) will be billed at intrastate access rates.

¹ See, *In the Matter of Connect America Fund A National Broadband Plan for Our Future Establishing Just and Reasonable Rates for Local Exchange Carriers High-Cost Universal Service Support Developing an Unified Intercarrier Compensation Regime Federal-State Joint Board on Universal Service Lifeline and Link-Up Universal Service Reform* □ *Mobility Fund*, Report and Order and Further Notice of Proposed Rulemaking, Docket Nos. WC Docket No. 10-90, *et al.*, FCC 11-161, (Rel. November 18, 2011).

SERVICE DESCRIPTIONS, Continued**3.2 VOICE OVER INTERNET PROTOCOL – PUBLIC SWITCHED TELEPHONE NETWORK (“VOIP – PSTN”) TRAFFIC, Continued**

Intrastate VoIP – PSTN traffic is subject to the Company’s applicable interstate switched access rate per minute, as set forth in the Company’s F.C.C. Tariff No. 2.

B. Calculations and Application of Percent-VoIP-PSTN Usage

Company will determine the number of Relevant VoIP-PSTN Traffic minutes of use (“MOU”) to which interstate rates will be applied under subsection 3.2.A, above, by applying a Percent VoIP Usage (“PVU”) factor to the total intrastate access MOU exchanged between a Company End User and the Customer. The PVU will be derived and applied as follows.

1. The Customer will calculate and furnish to Company a factor (the “PVU-A”) representing the percentage of the total terminating intrastate access MOU that the Customer exchanges with Company in the State, that (a) is sent to Company and that originated in IP format; or (b) is received from Company and terminated in IP format. This PVU-A shall be based on information such as the number of the Customer’s retail VoIP subscriptions in the state (e.g., as reported on FCC Form 477), traffic studies, actual call detail, or other relevant and verifiable information.
2. Company will similarly calculate a factor (the “PVU-B”) representing the percentage of Company’s total terminating intrastate access MOU in the State that Company originates or terminates on its network in IP format. This PVU-B shall be based on information such as the number of Company’s retail VoIP subscriptions in the state (e.g., as reported on FCC Form 477), traffic studies, actual call detail, or other relevant and verifiable information.

SERVICE DESCRIPTIONS, Continued**3.2 VOICE OVER INTERNET PROTOCOL - PUBLIC SWITCHED TELEPHONE NETWORK (VOIP-PTSN).** Continued**B. Calculations and Application of Percent-VoIP-PSTN Usage, Continued**

3. Company will use the PVU-A and PVU-B factors to calculate a PVU factor that represents the percentage of total terminating intrastate access MOU exchanged between a Company End User and the Customer that is originated or terminated in IP format, whether at Company's end, at the Customer's end, or at both ends. The PVU factor will be calculated as the sum of: (A) the PVU-A factor and (B) the PVU-B factor times (1.0 minus the PVU-A factor).

4. Company will apply the PVU factor to the total terminating intrastate access MOU exchanged with the Customer to determine the number of Relevant VoIP-PSTN Traffic MOUs.

Example 1: The PVU-B is 10% and the PVU-A is 40%. The PVU factor is equal to $40\% + (10\% \times 60\%) = 46\%$. Company will bill 46% of the Customer's terminating intrastate access MOU at its applicable tariffed interstate rates.

Example 2: The PVU-B is 10% and the PVU-A is 0%. The PVU factor is $0\% + (100\% \times 10\%) = 10\%$. Company will bill 10% of the Customer's terminating intrastate access MOU at Company's applicable tariffed interstate switched access rates.

Example 3: The PVU-A is 100%. No matter what the PVU-B factor is, the PVU is 100%. Company will bill 100% of the Customer's terminating intrastate access MOU at Company's applicable tariffed interstate switched access rates.

5. If the Customer does not furnish Company with a PVU factor, the Company will utilize a PVU-A factor of zero.

SERVICE DESCRIPTIONS, Continued**3.2 VOICE OVER INTERNET PROTOCOL – PUBLIC SWITCHED TELEPHONE NETWORK (“VOIP – PSTN”) TRAFFIC**, Continued**C. Initial PVU-A Factor**

If the PVU-A factor is not available and/or cannot be implemented in Company's billing systems within 30 days of the approval of this Tariff, the Company will adjust the Customer's initial PVU-A to zero retroactively to January 1, 2012.

D. PVU Factor Updates

The Customer may update the PVU-A factor quarterly. The Customer shall submit such update no later than the 15th day of January, April, July, and October of each year. Revised PVU factors must be based on the data for the prior three months ending the last day of December, March, June, and September respectively. The Company will use the revised PVU-A factor to calculate a revised PVU. The revised PVU will be used for future billing and will be effective on the bill date of each month and will be used for subsequent monthly billing until superseded by a new PVU factor. No prorating or back billing will be done based on the updated PVU factors. The PVU factor will be billed beginning on January 1, 2012.

E. PVU Factor Verification

Not more than twice in any year, Company may ask the Customer to verify the PVU-A factor furnished to Company and a Customer may ask Company to verify the PVU-B factor and the calculation of the PVU factor. The party so requested shall comply, and shall reasonably provide the records and other information used to determine the respective PVU-A and PVU-B factors.

RATES**4.1 ACCESS SERVICES**

Company adopts as its own, AT&T's Ohio switched access rates, and rate category descriptions and terms and conditions corresponding to Company's switched access rate elements below, as set forth in Section 6 of the AT&T Ameritech Operating Companies Tariff F.C.C. No. 2, adopted under Part 0021, Section 0001, of the Ohio Bell Telephone Company Ameritech Tariff, P.U.C.O. No. 20, unless otherwise subject to exceptions in Part 0021, Section 0002.

4.2 MISCELLANEOUS SERVICES

4.2.1 IntraLATA Presubscription Change Charge, per line:

Manual PIC Change	
Per Telephone Exchange Service Line or Trunk,	\$5.00

4.2.2. The Company will waive one-half (1/2) of the IntraLATA PIC change charge, when such changes are performed simultaneously with an InterLATA PIC change.

RATES, Continued**4.3. INDIVIDUAL CASE BASIS ARRANGEMENTS**

4.3.1. Individual Case Basis ("ICB") arrangements will be developed on a case-by-case basis in response to a bona fide Customer or prospective Customer request and based on specific Customer commitments, unless otherwise prohibited by law or regulation. ICB arrangement switched exchange access service rates will be available to any similarly situated Customer. Upon execution, all ICB arrangements will be filed with the PUCO for approval.

4.3.2. Basis for Charges

Where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariffs, charges will be based on the costs incurred by the Company and may include:

- A. nonrecurring type charges;
- B. recurring type charges;
- C. termination liabilities; or
- D. combinations thereof.

RATES, Continued**4.3. INDIVIDUAL CASE BASIS ARRANGEMENTS Continued****4.3.3. Basis for Cost Computation**

The costs referred to in 4.3.2. preceding may include one or more of the following items to the extent they are applicable:

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

Rates and charges for special construction shall be determined and presented to the Customer for its approval prior to the start of construction. No construction will commence until and unless the Customer accepts in writing the rates and charges as presented by the Company.

EXHIBIT C

DESCRIPTION OF THE TRANSACTION

TNCI Operating Company LLC (“TNCI-OpCo”) and Trans National Communications International, Inc. (Debtor-In-Possession) (“TNCI-DIP”) (together, “Applicants”) respectfully request Commission approval, to the extent required, for TNCI-OpCo to acquire the customers (including the customers’ contracts) and certain assets,¹ including the Certificates of Public Convenience and Necessity (“Certificates”), of TNCI-DIP, through a sale pursuant to Section 363 of the United States Bankruptcy Code (the “Transaction”).² As a result of the Transaction, TNCI-DIP’s customers will be transferred to TNCI-OpCo, which will become the service provider for those customers. As described below, the Transaction will be virtually transparent to customers of TNCI-DIP in terms of the services that those customers receive and the rates and terms of those services -- even though structured as a Section 363 asset purchase under the Bankruptcy Code, the Transaction will appear to customers and the public more like a transfer of control since TNCI-OpCo will maintain the same “TNCI” name with which customers are familiar, will have the same rates and terms of service, and will share many of the same technical, operational and managerial personnel as TNCI-DIP.

In support of this filing, Applicants provide the following information:

I. INTRODUCTION AND REQUEST FOR EXPEDITED TREATMENT

On October 9, 2011, Trans National Communications International, Inc. filed a voluntary petition for relief under Chapter 11 of Title 11, U.S.C. §§ 101 et seq., as amended, in the United States Bankruptcy Court for the District of Massachusetts (the “Bankruptcy Court”).

¹ Applicants note that TNCI-DIP does not own any physical assets (facilities, switches or other equipment) located in Ohio that are used or useful in the provision of intrastate telecommunications service.

² In re Trans National Communications International, Inc., Chapter 11, Case No. 11-19595-WCH, U.S. Bankr. Court (E.D. Mass.)

Throughout the proceeding, TNCI-DIP has continued to operate its business and provide telecommunications services to its customers. The Bankruptcy Court approved the Transaction on March 13, 2013. The Agreement (as defined below) and Sale Order provide for an Initial Closing following receipt of approvals from the Federal Communications Commission (“FCC”), and for additional closings at approximately 45-day intervals until the Final Closing, which will occur on or before the 180th day following the Initial Closing. At each closing, TNCI-DIP will assign to TNCI-OpCo those assets and customers for which applicable state governmental approvals have been obtained in order to complete the assignment. The Initial Closing occurred on April 30, 2013. Accordingly, Applicants request that the Commission expedite its review of this Application so that the Commission can act on this Application as soon as possible, so that Ohio customers can be transferred to TNCI-OpCo and benefit from being served by a financially stable telecommunications provider.

II. DESCRIPTION OF THE APPLICANTS

A. TNCI Operating Company LLC

TNCI-OpCo is a newly formed Delaware limited liability company with principal offices located at 114 E. Haley Street, Suite A, Santa Barbara, California 93101. Copies of TNCI-OpCo’s Certificate of Formation and authority to transact business in Ohio from the Secretary of State are attached as Exhibit C1 and C2, respectively. TNCI-OpCo is a wholly owned subsidiary of TNCI Holdings LLC (“TNCI Holdings”), a Delaware limited liability company. TNCI Holdings is wholly owned by investment funds managed by Garrison Investment Group (collectively, the “Garrison Group”), a leading middle market investor.

TNCI-OpCo does not currently provide telecommunications services. Accordingly, Applicants are seeking the requisite approvals to assign TNCI-DIP’s FCC licenses and, where permitted under state laws, its state certifications and permits, to TNCI-OpCo. (In those states

where Applicants understand that the TNCI-DIP certifications cannot be assigned, TNCI-OpCo is seeking the same authorizations as currently held by TNCI-DIP so that TNCI-OpCo can continue to provide the same services as customers currently receive from TNCI-DIP.)

TNCI-OpCo is managed by individuals with significant experience in the telecommunications industry and will share many of the same technical, operational and managerial personnel as TNCI-DIP. Biographies of the key personnel of TNCI-OpCo are attached as Exhibit C3.³ Further, TNCI-OpCo has been funded by Garrison Group. *Pro Forma* financial information for TNCI-OpCo is provided under seal as Confidential Exhibit C4 and subject to a Motion for Protective Order. As demonstrated by this information, TNCI-OpCo has the managerial, technical and financial qualifications to provide high quality telecommunications services to the customers of TNCI-DIP.

B. Trans National Communications International, Inc. (Debtor-In-Possession)

TNCI-DIP is a Delaware corporation with a principal business address at 2 Charlesgate West, Boston, Massachusetts 02215. TNCI-DIP offers an array of communications services including local and long distance service, audio/web conferencing, dedicated Internet Protocol (“IP”)-enabled, integrated voice and data services, private line, frame relay, and enhanced network solutions. TNCI-DIP only provides service to business and enterprise customers.

In Ohio, TNCI-DIP is authorized to provide local exchange and interexchange telecommunications service pursuant to a Certificate granted in Case No. 00-2453-TP-ACE. TNCI-DIP is also authorized to provide intrastate telecommunications services in all of the

³ As described in Exhibit C3, Applicants note that Mr. Jeff Compton, TNCI-OpCo’s President and Chief Executive Officer and a member of its Board of Directors, also serves as Chief Executive Officer and is a co-owner (49%) and Director of Blue Casa Telephone, LLC (“Blue Casa”), a non-dominant local and long distance provider offering services in California. Mr. Howard Brand, the other co-owner and a Director of Blue Casa, will also hold a seat on the Board of TNCI-OpCo but will not be an officer of TNCI-OpCo.

contiguous United States, Hawaii, and the District of Columbia. TNCI-DIP is authorized by the FCC to provide interstate and international telecommunications services.

III. CONTACTS

Questions or any correspondence, orders, or other materials pertaining to this filing should be directed to the following.

For TNCI-OpCo:

Jean L. Kiddoo
Brett P. Ferenchak
Bingham McCutchen LLP
2020 K Street, N.W., Suite 1100
Washington, DC 20006-1806
202-373-6000 (tel)
202-373-6001 (fax)
jean.kiddoo@bingham.com
brett.ferenchak@bingham.com

With a copy to:

Jeff Compton
CEO/President
TNCI Operating Company LLC
114 E. Haley Street, Suite A
Santa Barbara, CA 93101
jcompton@bluecasa.com

For Assignor:

Andrew Isar
Millar Isar Inc.
4423 Point Fosdick Drive, N.W.
Suite 306
Gig Harbor, WA 98335
253-851-6700 (tel)
866-474-3630 (fax)
aisar@millarisar.com

With a copy to:

Brian Twomey, President
Trans National Communications
International, Inc.
2 Charlesgate West
Boston, MA 02215
Btwomey2@gmail.com

IV. DESCRIPTION OF THE TRANSACTION

Pursuant to an Asset Purchase Agreement, dated as of January 31, 2013 (the “Agreement”), TNCI-OpCo will acquire certain of the assets of TNCI-DIP, including TNCI-DIP’s customer accounts and contracts, telecommunications equipment, and, to the extent permitted under applicable law and regulations, certificates, licenses, registrations or other authorizations to provide intrastate, interstate, and international telecommunications services. The Bankruptcy Court issued a Sale Order approving the Agreement and the Transaction contemplated thereby on March 13, 2013. The Agreement and Sale Order provide for an Initial

Closing following receipt of approvals from the FCC, and for additional closings at approximately 45-day intervals until the Final Closing, which will occur no later than the 180th day following the Initial Closing. At each closing, TNCI-DIP will assign to TNCI-OpCo those customers and assets for which applicable governmental approvals have been obtained in order to complete the assignment.

In the interest of assuring seamless and uninterrupted service, all of the assigned customers will continue to receive service from TNCI-OpCo under the same rates, terms and conditions of services as were previously provided by TNCI-DIP. As noted above, TNCI-DIP provides services only to business and enterprise customers. Its contracts with those customers will be assigned to TNCI-OpCo without any changes in their rates, terms or conditions. Since TNCI-OpCo will continue to provide services at the same rates and under the same terms and conditions as TNCI-DIP, TNCI-OpCo's proposed tariffs will mirror the existing tariffs TNCI-DIP's except for the name and address of the company. See Exhibits A and B for copies of the TNCI-DIP and TNCI-OpCo tariffs. Future changes in the rates, terms and conditions of service to the affected customers will be undertaken pursuant to customer contracts and the applicable federal and state notice and tariff requirements.

Accordingly, as noted above, even though structured as a Section 363 asset purchase under the Bankruptcy Code, the Transaction will appear to customers and the public more like a transfer of control since TNCI-OpCo will have the same "TNCI" name with which customers are familiar, will have the same rates and terms of service, and will share many of the same technical, operational and managerial personnel as TNCI-DIP.

V. PUBLIC INTEREST CONSIDERATIONS

Applicants respectfully submit that the proposed Transaction serves the public interest. The Transaction will result in the assignment of TNCI-DIP customers to a financially stable company that will continue to provide telecommunications services to such assigned customers without interruption. TNCI-OpCo's operations will be overseen by a well-qualified management team with substantial telecommunications experience and technical expertise. In addition, the proposed Transaction is structured to assure an orderly transition of customers from TNCI-DIP to TNCI-OpCo. In accordance with the terms of their service contracts and the rules and procedures of the FCC and applicable state(s), including this Commission, customers will be properly notified of the proposed transaction and the change in their telecommunications provider from TNCI-DIP to TNCI-OpCo. A sample of the notice that has been provided to applicable affected customers is provided in Exhibit D1. An affidavit that the notice has been sent according to the applicable rule(s) is provided as Exhibit D2.

VI. CONCLUSION

WHEREFORE, for the reasons set forth above, Applicants request the Commission grant all authority necessary for TNCI Operating Company LLC to acquire the customers and certain of the assets (including Certificates) of Trans National Communications International, Inc. (Debtor-In-Possession).

EXHIBIT C-1

Certificate of Formation for TNCI-OpCo

Delaware

PAGE 1

The First State

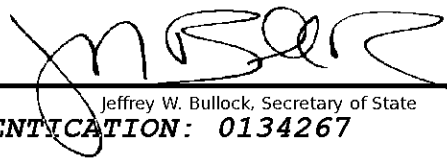
I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "TNCI OPERATING COMPANY LLC", FILED IN THIS OFFICE ON THE NINTH DAY OF JANUARY, A.D. 2013, AT 4 O'CLOCK P.M.



5272302 8100

130030762

You may verify this certificate online
at corp.delaware.gov/authver.shtml


Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 0134267

DATE: 01-10-13

STATE of DELAWARE
LIMITED LIABILITY COMPANY
CERTIFICATE of FORMATION

First: The name of the limited liability company is _____
TNCI Operating Company LLC

Second: The address of its registered office in the State of Delaware is _____
2711 Centerville Road, Suite 400 in the City of Wilmington.
Zip code 19808. The name of its Registered agent at such address is
Corporation Service Company

Third: (Use this paragraph only if the company is to have a specific effective date of dissolution: "The latest date on which the limited liability company is to dissolve is _____.")

Fourth: (Insert any other matters the members determine to include herein.)

--

In Witness Whereof, the undersigned have executed this Certificate of Formation this

9th day of January, 2013.

By: [Signature]
Authorized Person (s)

Name: Robert Feeney

EXHIBIT C-2

**Authority to Transact Business for TNCI-OpCo
and Certificate of Good Standing**

201305700086

DATE: 02/26/2013	DOCUMENT ID 201305700086	DESCRIPTION REG. OF FOR. PROFIT LIM. LIAB. CO. (LFP)	FILING 125.00	EXPED 100.00	PENALTY .00	CERT .00	COPY .00
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Receipt

This is not a bill. Please do not remit payment.

DIAMOND ACCESS
ATTN: LISA VAIDO
887 SOUTH HIGH STREET
COLUMBUS, OH 43206

**STATE OF OHIO
CERTIFICATE**

Ohio Secretary of State, Jon Husted

2176176

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

TNCI OPERATING COMPANY LLC

and, that said business records show the filing and recording of:

Document(s):

REG. OF FOR. PROFIT LIM. LIAB. CO.

Document No(s):

201305700086

Effective Date: 02/25/2013



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

Witness my hand and the seal of the
Secretary of State at Columbus, Ohio this
26th day of February, A.D. 2013.

A handwritten signature in cursive script that reads "Jon Husted".

Ohio Secretary of State

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

I, Jon Husted, do hereby certify that I am the duly elected, qualified and present acting Secretary of State for the State of Ohio, and as such have custody of the records of Ohio and Foreign business entities; that said records show TNCI OPERATING COMPANY LLC, a Delaware For Profit Limited Liability Company, Registration Number 2176176, filed on February 25, 2013, is currently in FULL FORCE AND EFFECT upon the records of this office.



*Witness my hand and the seal of the
Secretary of State at Columbus, Ohio
this 7th day of May, A.D. 2013*

A handwritten signature in dark ink that reads "Jon Husted". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Ohio Secretary of State

Validation Number: V2013127M77EA9

EXHIBIT C-3

Management Biographies for TNCI-OpCo

JEFF COMPTON

**PRESIDENT AND CEO, TNCI OPERATING COMPANY LLC
MEMBER, TNCI HOLDINGS LLC**

Mr. Compton is the President and Chief Executive Officer of TNCI Operating Company LLC (“TNCI-OpCo”) and a member of its parent company, TNCI Holdings LLC. He is also the President and Chief Executive Officer of Blue Casa Telephone, LLC (“BCT”), a land-line telephone company dedicated to serving the Hispanic market. As President and CEO of TNCI-OpCo and BCT, Mr. Compton manages all aspects of their telecommunications operations, including planning, marketing, sales, and day-to-day management. Mr. Compton has worked in the telecommunications industry for 18 years, and for the past 2 years has served as CEO/President of BCT, a CLEC offering residential and business telecommunication services. His areas of expertise include strategic planning, operation and administration of local exchange carriers, financing, program development, and general business management.

Mr. Compton began his telecommunications career as a Manager of Network Operations for FirstWorld Communications, a fiber over-builder in Anaheim California. Subsequently, Mr. Compton was one of the original 10 employees of Telscape Communications (“Telscape”), holding positions in network operations and provisioning and sales. Mr. Compton undertook regulatory responsibilities at Telscape between 2002 and 2009, ultimately as VP – Regulatory for Telscape. In that position, Mr. Compton was responsible for regulatory reporting, compliance, and communication with all regulatory agencies and Commissions. Following Telscape, Mr. Compton was an independent consultant for a number of CLECs helping them resolve regulatory compliance issues and industry disputes.

Most recently, Mr. Compton co-founded, and is currently the President and CEO of BCT, which purchased all of the assets of Blue Casa Communications, Inc. (“BCC”), a then failing telecommunications business. Mr. Compton successfully managed the transfer of customers from BCC to BCT with no disruption of service. This experience demonstrates his ability to successfully guide a company through the acquisition of assets and customers from a financially distressed company.

Mr. Compton has a Bachelor of Science degree in Business Management from the University of Phoenix.

HOWARD BRAND

MEMBER, TNCI HOLDINGS LLC

Over the past 30 years, Howard Brand has established himself as a successful and accomplished entrepreneur and executive, with a focus in manufacturing, production and operations. During this time period, Mr. Brand has been successful in the acquisition, management, repositioning and divestiture of many private companies.

Mr. Brand is the President of HNB Capital LLC, a Los Angeles-based investment banking firm, specializing in acquisitions and-debt based corporate finance. Mr. Brand is a director of Color Labs Enterprises, Chatsworth Data, IOG Products and Gameworks Entertainment. Mr. Brand provides management oversight through active participation on the Board of Directors/Managers. Mr. Brand helps management by, among other things, providing guidance in developing various corporate management tools (such as dashboards, SWOT analysis, metric reviews and budgeting).

Mr. Brand participated in the funding of Blue Casa Telephone, LLC in March, 2011 and is currently a Director of the company. Mr. Brand has assisted BCT with its financial reporting and procedures. With the new management team, Mr. Brand has stabilized its customer operations and made it profitable its acquired the assets of BCC.

Mr. Brand is a native of California and grew up in Los Angeles. He holds a BA in Economics from UCLA and an MBA from the University of West Los Angeles.

STEFANIE EDWARDS

Stefanie Edwards joined Blue Casa Telephone in 2005. She is currently Vice President of Operations at BCT and will have similar responsibilities at TNCI Operating Company LLC. Ms. Edwards is responsible for billing, finance and call center operations, risk management, regulatory and human resources. Her experience includes operations and processes reengineering, change management, quality assurance controls & standards, systems development & enhancements, performance management and leadership development.

Ms. Edwards hold a Bachelor of Arts in Psychology, from the University of California, Santa Barbara.

PETER A. HELMS

Mr. Helms is currently Director of Carrier Relations at Trans National Communications International, Inc. and will have similar responsibilities at TNCI Operating Company, LLC upon completion of the Transaction. In his current role, Mr. Helms is responsible

for product lifecycle for both on-net and resold services (collaborating with Network Engineering and Operations to roll out an on-net product offering – TNCInet), establishing and negotiating contracts with carriers and other vendors, and overseeing regulatory and corporate compliance with the FCC, PUCs, State and local authorities.

Mr. Helms began his telecommunication career in 1995 at Teleport Communications Group (“TCG”), one of the nation’s first Competitive Local Exchange Carriers (“CLEC”). During his tenure at TCG, Mr. Helms held roles in External Affairs (Public Affairs and Investor Relations), Marketing and Project Management. Six months after TCG was purchased by AT&T Corp., Mr. Helms began working for Network Plus in Product Management and Marketing where he lead the product definition process and successfully developed and established all resold and facility based pricing and product offerings. In 2002, Broadview Networks purchased Network Plus and retained him in the role of Director of Field Marketing where he continued to provide pricing, product and marketing support to all sales channels. In May of 2003, Mr. Helms was promoted to Director of Account Management where his team was responsible for 40% of the company’s billable customer base and met and exceeded churn targets and sales forecasts and ensured overall customer satisfaction.

Mr. Helms holds a Bachelor of Arts in English and Literature from Keene State University.

JOSHUA PLOUDE

Mr. Ploude has been Chief Technology Officer of Trans National Communications International, Inc. since 2008. He was responsible for planning and executing the deployment of a nationwide network for the company delivering business dialtone, dedicated internet access and MPLS VPN services. Mr. Ploude will have similar responsibilities at TNCI Operating Company LLC.

Mr. Ploude has been working in the telecommunications industry since 1999. In 2001 Ploude became the C.T.O. of PCS1, a California-wide facilities based CLEC. While at PCS1 Ploude was responsible for deploying legacy TDM and next-generation voice over IP network services across a 70 central office footprint in California. Ploude was also responsible for regulatory, provisioning, customer service and sales organizations during his time at PCS1. Following PCS1 Ploude founded and ran Ethos Communications Group, Inc. a consultancy focusing on technology and business development for communications service providers including CLECs, ISPs and triple-play service providers. Ethos also provided operational and OSS development services as well as network planning and deployments.

Mr. Ploude holds a B.S. in Political Science from U.C.L.A. and a M.S. in Telecommunications Management from Golden Gate University.

EXHIBIT C-4

Financial Information for TNCI-OpCo

[CONFIDENTIAL -- Subject to Motion for Protective Order]

EXHIBIT D-1

Customer Notice



2 CHARLESGATE WEST
BOSTON, MA 02215

March 28, 2013

«MailToName»

«MailStreet1» «MailStreet2»

«MailCity», «MailState» «MailZip»-«MailZipPlus4»

Regarding Account #«AccountNumber» / «AccountName»

Dear Valued Customer:

Great news! TNCI Operating Company LLC ("TNCI") has reached an agreement with Trans National Communications International, Inc. to acquire its business, including your account. The new TNCI will do business under the familiar "TNCI" name and will assure that you continue to receive the same great service and dedication to your telecommunications needs.

Please rest assured that the transaction will not affect the services you currently receive. You will continue to receive services with the same rates, features, terms and conditions as you currently enjoy. Any changes to your service following the transaction will be made in compliance with your contract, service terms and applicable federal and state regulatory requirements. TNCI will automatically become your telecommunications provider on or after May 1, 2013. (The specific date(s) of the transfer of your interstate and intrastate telephone services may differ somewhat depending upon when we receive the applicable federal and state regulatory approvals.)

This change will be completely seamless for you and you do not need to do anything in order for it to occur -- TNCI will take care of all of the details and TNCI will be responsible for any change fees associated with transferring your account to the new TNCI. However, it is important that you be aware of the following information. You are responsible for continued payment of your monthly recurring and usage charges throughout this period. Unless you have made arrangements on your own to switch your telephone service to a different telephone company prior to the date that your services are transferred to TNCI, your account will automatically be transferred and your service contract assigned to TNCI.¹ In addition, any deposit or prepayment you have paid, if any, will be transferred with your account to TNCI. Although subject to the terms of your current contract you have the option to select another telephone carrier, we value your business and we hope that TNCI may continue to serve you. If you should choose another telephone provider you will need to contact that carrier directly to arrange for the change prior to the transfer of your services to TNCI and also provide TNCI with notice per existing service terms. We note that it can take several weeks for a new carrier to make the switch and you may also incur service initiation fees from that provider such as service order, installation and other similar charges associated with establishing a new service account.

Our mission is to provide superior products and services to our customers. We want to thank you for your continued support. If you have any questions regarding your current services or would like more information about the transaction, please call our customer service department toll-free at 800-800-8400, which will remain the same following the transfer of your services.

TNCI looks forward to serving you.

Sincerely,

Jeff Compton
President & Chief Executive Officer
TNCI Operating Company LLC

Brian C. Twomey
President & Chief Executive Officer
Trans National Communications International, Inc.

¹ If you have previously arranged for a preferred carrier "freeze," TNCI will suspend that freeze in order to make the transfer and reinstate it upon completion of a transfer to TNCI. If you have selected an alternate local telephone provider prior to a transfer to TNCI, you will need to have that provider reinstate your preferred carrier freeze.

EXHIBIT D-2

Customer Notice Affidavit

CUSTOMER NOTICE AFFIDAVIT

AFFIDAVIT

I, Jeff Compton, am an authorized agent of the applicant, TNCI Operating Company LLC, and am authorized to make this statement on its behalf. I attest that the customer notice(s) accompanying this affidavit were sent to affected customers through U.S. mail to be issued at least 30 days prior to any transfer, in accordance with Rule 4901:1-6-07, Ohio Administrative Code. I declare under penalty of perjury that the foregoing is true and correct.

Signature


(Date) 5-6-13

EXHIBIT E

List of Officers and Directors

All officers can be reached at TNCI-OpCo's principal place of business. The key officers for TNCI-OpCo are as follows:

Jeffery Compton - President & CEO
TBD - Chief Financial Officer
TBD - Vice President of Operations
Julian Weldon - Secretary

As a member managed limited liability company, TNCI-OpCo does not have directors but rather is managed by TNCI Holdings LLC ("TNCI Holdings"), which is also TNCI-OpCo's sole owner. TNCI Holdings' Board of Managers include David Thompson, Jeffrey Fier, Jeff Compton and Howard Brand. A fifth manager may be designated in the future.

COMMONWEALTH OF MASSACHUSETTS)
)
COUNTY OF SUFFOLK)

VERIFICATION

I, Brian Twomey, state that I am President of Trans National Communications International, Inc. (the “Company”); that I am authorized to make this verification on behalf of the Company; that the foregoing filing was prepared under my direction and supervision; and that, with respect to the Company, the same are true and correct to the best of my knowledge, information and belief.

Brian Twomey
President
Trans National Communications International, Inc.

Subscribed and Sworn to me this 20th day of March, 2013.

Kimbely M
Notary Public

My Commission Expires: 6/28/13

SEAL

COMMONWEALTH OF MASSACHUSETTS)
)
COUNTY OF SUFFOLK)

VERIFICATION

I, Jeff Compton, state that I am Chief Executive Officer and President of TNCI Operating Company LLC (the "Company"); that I am authorized to make this verification on behalf of the Company; that the foregoing filing was prepared under my direction and supervision; and that, with respect to the Company, the same are true and correct to the best of my knowledge, information and belief.



Jeff Compton
Chief Executive Officer and President
TNCI Operating Company LLC

Subscribed and Sworn to me this 20th day of March, 2013.



Notary Public

My Commission Expires: 6/28/13.

SEAL

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

5/7/2013 5:13:48 PM

in

Case No(s). 13-1149-TP-ATC

Summary: Application In the Matter of the Application of TNCI Operating Company LLC to Acquire the Customers and Certain Assets, including the Certificates of Public Convenience and Necessity, of Trans National Communications International, Inc. electronically filed by Ms. Danielle Burt on behalf of TNCI Operating Company LLC