This tariff, P.U.C.O. Tariff No. 2, cancels and replaces in its entirety the Company's P.U.C.O. Tariff No. 1 currently on file with the Commission

OHIO

LOCAL EXCHANGE

TELECOMMUNICATIONS SERVICES TARIFF

OF

FiberNet of Ohio, LLC dba SEGRA

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

The Company provides certain Detariffed/Nonregulated services which are found in the Company's Pricing Guide, available for viewing at the Company's website at www.segra.com or at the Company's principal place of business at 1200 Greenbrier St., Charleston, WV 25311.

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

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

(C) To signify a changed listing, rule or condition which may affect rates or charges.

(D) To signify a discontinued rate or regulation.

(I) To signify an increase in rate or charge.

(M) To signify material relocated from one page to another without change.

(N) To signify a new rate or regulation.

® To signify a reduced rate or charge.

(S) To signify reissued matter.

(T) To signify a change or regulation but no change in rate or charge.

APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate communications services by FiberNet of Ohio, LLC, to business Customers within the local exchange service areas defined herein. FiberNet's services are furnished subject to the availability of facilities and subject to the terms and conditions set forth herein

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

Descriptions and rates for detariffed service offerings are found in the Company's Price Guide, available for viewing on the Company website at website at www.wvfibernet.net or by contacting the Company at 1200 Greenbrier St., Charleston, WV 25311.

All telephone companies are subject to the Commission's rules for minimum telephone service standards (MTSS) found in Chapter 4901:1-5 of the Administrative Code. Customers have certain rights and responsibilities under the Minimum Telephone Service Standards. These safeguards can be found in the Appendix to Ohio Administrative Code 4901:1-5-03, which is entitled "Telephone Customer Rights and Responsibilities." These rights and responsibilities include complaint handling, ordering or changing service, service repair, payment of bills, and disconnection and reconnection of service.

SERVICE AREA DESCRIPTION

FiberNet will offer service in those areas currently served by AT&T Ohio and Verizon North.This tariff is effective only where an interconnection agreement is effective between FiberNet and the underlying carrier.

SECTION 1.0 - DEFINITIONS

Certain terms used generally throughout this tariff are defined below:

Account Codes: Allows a User to allocate local calls to a 4-digit, non-verified account code.

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

Alternate Access: The connection between a Customer premises and a Company Point of Presence whereas; the provider of the service is an entity, other than the Local Exchange Carrier, authorized or permitted to provide such service.

Authorization Code: A pre-defined series of numbers to be dialed by the Customer or Authorized User upon access to the company's network to identify the caller and validate the caller's authorization to use the services provided.

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

Bit: The smallest unit of information in the binary system of notation.

Business Customer: Customers who have access lines that terminate at offices, mills, stores or a business location. Business rates apply if the service is used primarily or substantially for business purposes even if the access line does not terminate at a business location or if the access line has a business directory listing.

Commission: Public Utilities Commission of Ohio.

Communications Services: The Company's local exchange switched telephone services offered for both intraLATA and interLATA use.

Company: FiberNet of Ohio, LLC, issuer of this tariff.

Completed Call: A call, or other telephonic communication, originated by a person or mechanical/electrical device from a number to another number, which is answered, by a person or mechanical/electrical device. The numbers may be located any distance apart within Ohio, and the communication may consist of voice, data, a combination of both, or other transmission via a wire or wireless medium; and may be for any duration of time.

SECTION 1.0 - DEFINITIONS, (CONT'D.)

Customer The person, firm, corporation or other entity, which orders service and is responsible for the payment of charges and for compliance with the Company's tariff terms and conditions.

Dedicated: A facility or equipment system or subsystem set aside for the sole use of a specific Customer.

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

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

Duplex Service: Service which provides for simultaneous transmission in both directions.

Exchange Carrier: Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in the provision of local exchange telephone services.

Holidays: New Year's Day (January 1), Memorial Day (last Monday in May), Independence Day (July 4), Labor Day (first Monday in September), Thanksgiving Day (fourth Thursday in November), and Christmas Day (December 25).

ICB: Stands for Individual Case Basis, a condition in which the regulations, if applicable, rates and charges for an offering under the provisions of this tariff are developed based on the circumstances in each case.

Individual Case Basis (ICB): A service arrangement in which the terms and conditions, rates and charges are developed based on the specific circumstances of the Customer's situation.

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

Kbps: Kilobits, denotes thousands of bits per second.

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

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

SECTION 1.0 - DEFINITIONS, (CONT'D.)

Local Exchange Carrier (LEC): A company, which furnishes exchange telephone service.

Mbps: Megabits, denotes millions of bits per second.

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

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

Node: The Company office where all Customer facilities are terminated for purposes of interconnection to trunks and/or cross-connection to distant ends.

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

North American Dialing Plan: Consists of the continental United States, Alaska, Hawaii, Canada, and those parts of Mexico in the 903 Area Code, Bermuda, Puerto Rico, the Virgin Islands, and other Caribbean Islands in the 908 Area Code.

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

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

PIN: Personal Identification Number. See Authorization Code.

Point-to-Point Service: Point-to-Point Service is an unswitched full time transmission service utilizing the company's facilities to connect two or more Customer designated locations.

Presubscription - 2: An arrangement whereby a Customer may select and designate to the Company an Exchange Carrier it wishes to access, without an access code, for completing intraLATA toll Calls. The selected Exchange Carrier is referred to as the End User's Primary Interexchange Carrier (PIC-2).

SECTION 1.0 - DEFINITIONS, (CONT'D.)

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

Regular Business Hours: 8:00 am through 5:00 p.m., Monday through Friday, excluding defined Holidays.

Service Agreement: Request for local exchange services executed by the Customer and the Company in a format specified by the Company for term, or period of time, as specified in the agreement. The request of a Service Order 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.

Service Commencement Date: The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order for 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.

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

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

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

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

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

Voice Data Protection: Prevents data calls from being interrupted by call waiting tones, testing, or busy verification attempts.

V&H Coordinates: Geographic points which define the originating and terminating points of a call in mathematical terms so that the airline mileage of the call may be determined. Call mileage may be used for the purpose of rating calls.

SECTION 2.0 - REGULATIONS

2.1 Undertaking of the Company

The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission between points within the state of Ohio under the terms of this tariff. Services for communications are available twenty-four (24) hours per day, seven (7) days per week.

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

2.1.1 Use

Service provided under this tariff may be used by the Customer for any lawful telecommunications purpose for which the service is technically suited. The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.

2.2 Limitations

2.2.1 Shortage of Equipment or Facilities

A. The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.

B. The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

C. The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available.

SECTION 2.0 - REGULATIONS, (CONT'D.)

2.2 Limitations, (Cont'd.)

2.2.2 Terms and Conditions

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

B. At the expiration of the initial term specified in each Service Order or in any extension thereof, service shall continue on a month-to-month basis at the then current rates unless terminated by either party upon notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations, which by their nature extend beyond the termination of the term of the service order, shall survive such termination.

C. In any action between the parties to enforce any provision of this tariff, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.

D. Service may be terminated upon written notice to the Customer, pursuant to Chapter 4901:1-5 of the Ohio Administrative Code), if:

1. the Customer is using the service in violation of this tariff; or

2. the Customer is using the service in violation of the law.

E. This tariff shall be interpreted and governed by the laws of the State of Ohio regardless of its choice of law provision.

SECTION 2.0 - REGULATIONS, (CONT'D.)

2.2 Limitations, (Cont'd.)

2.2.2 Terms and Conditions, (Cont'd.)

F. Any other Telephone Company may not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.

G. To the extent that either the Company or any other telephone company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its Customers. At the reasonable request of either party, the Company and the other telephone company shall join the attempt to obtain from the owner of the property access for the other party to serve a person or entity.

H. Service is available where facilities permit.

SECTION 2.0 - REGULATIONS, (CONT'D.)

2.3 Limitations on Liability

2.3.1 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, representations, 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 Chapter 4901:1-5 of the Ohio Administrative Code.

2.3.2 Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2.10, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive 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.

2.3.3 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.

SECTION 2.0 - REGULATIONS, (CONT'D.)

2.3 Limitations on Liability, (Cont'd.)

2.3.4 The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to:

A. 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, except as contracted by the Company;

B. Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to: fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotion; 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;

C. Any unlawful or unauthorized use of the Company's facilities and services;

D. Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the material transmitted by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services;

E. Breach in the privacy or security of communications transmitted over the Company's facilities;

SECTION 2.0 - REGULATIONS, (CONT'D.)

2.3 Limitations on Liability, (Cont'd.)

2.3.4 (Cont'd.)

F. Changes in any of 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, is limited as set forth in 2.10 of this tariff.

G. Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;

H. 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;

I. Any noncompletion of calls due to network busy conditions;

J. Any calls not actually attempted to be completed during any period that service is unavailable;

K. And any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of the Company's services or facilities.

SECTION 2.0 - REGULATIONS, (CONT'D.)

2.3 Limitations on Liability, (Cont'd.)

2.3.5 The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.

2.3.6 The Company makes no warranties or representations, EXPRESS OR IMPLIED, either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use.

2.3.7 Failure by the Company to assert its rights pursuant to one provision of this tariff does not preclude the Company from asserting its rights under other provisions.

2.3.8 Directory Errors - In the absence of gross negligence or willful misconduct, no liability for damages arising from errors or mistakes in or omissions of directory listings, or errors or mistakes in or omissions of listing obtainable from the directory assistance operator, including errors in the reporting thereof, shall attach to the Company. An allowance for errors or mistakes in or omissions of published directory listings or for errors or mistakes in or omissions of listing obtainable from the directory assistance operator shall be, in accordance with the MTSS, a credit of not less than three months local service charges. Such credit shall not apply in cases where the Customer has provided such listing information after the deadline for directory publication.

2.3.9 With respect to Emergency Number 911 Service:

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

SECTION 2.0 - REGULATIONS, (CONT'D.)

2.3 Limitations on Liability, (Cont'd.)

2.3.9 With respect to Emergency Number 911 Service:, (Cont'd.)

B. Neither is the Company responsible for any infringement, nor 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 the 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, and which arise out of the negligence or other wrongful act of the Company, the Customer, its users, agencies or municipalities, or the employees or agents of any one of them.

C. When a Customer with a nonpublished telephone number, as defined herein, places a call to the emergency 911 service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for emergency 911 service upon request of such governmental authority. By subscribing to service under this rate sheet, the Customer acknowledges and agrees with the release of information as described above.

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

2.3.11 Inclusion of early termination liability by the Company in its tariff or a contract does not constitute a determination by the Commission that the termination liability imposed by the Company is approved or sanctioned by the Commission. Customers shall be free to pursue whatever legal remedies they may have should a dispute arise.

SECTION 2.0 - REGULATIONS, (CONT'D.)

2.4 Undertaking of the Company

2.4.1 Service may be initiated based on a written or verbal agreement between the Company and the Customer.

2.4.2 Notification of Service-Affecting Activities

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

SECTION 2.0 - REGULATIONS, (CONT'D.)

2.4 Undertaking of the Company, (Cont'd.)

2.4.3 Provision of Equipment and Facilities

A. The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in this tariff and pursuant to Chapter 4901:1-5 of the Ohio Administrative Code.

B. The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.

C. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.

D. Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which it was provided.

E. The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the Premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

SECTION 2.0 - REGULATIONS, (CONT'D.)

2.4 Undertaking of the Company, (Cont'd.)

2.4.3 Provision of Equipment and Facilities, (Cont'd.)

F. The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:

1. the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or

2. the reception of signals by Customer-provided equipment.

2.4.4 Non-routine Installation

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

2.4.5 Ownership of Facilities

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

SECTION 2.0 - REGULATIONS, (CONT'D.)

2.4 Undertaking of the Company, (Cont'd.)

2.4.6 Special Construction

Subject to the agreement of the Company, special construction of facilities may be undertaken on a reasonable effort basis at the request of the Customer. Special construction is that construction undertaken:

A. where facilities are not presently available, and there is no other requirement for the facilities so constructed;

B. of a type other than that which the Company would normally utilize in the furnishing of its services;

C. over a route other than that which the Company would normally utilize in the furnishing of its services;

D. in a quantity greater than that which the Company would normally construct;

E. on an expedited basis;

F. on a temporary basis until permanent facilities are available;

G. involving abnormal costs; or

H. in advance of its normal construction.

SECTION 2.0 - REGULATIONS, (CONT'D.)

2.5 Prohibited Uses

2.5.1 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.

2.5.2 The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and Commission regulations, policies, orders, and decisions.

2.5.3 The Company may block any signals being transmitted over its Network by Customers, which cause interference to the Company or other users. Customer shall be relieved of all obligations to make payments for charges relating to any blocked Service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.

2.5.4 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 communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges will apply.

2.6 Minimum Period

The minimum period for which services are provided and for which rates and charges are applicable is one (1) month unless mutually agreed upon contract. The right is reserved to require a minimum charge in excess of one month's service. If the period of use exceeds one month, the charges for the fractional part of a month following and consecutive with a full month are a proportionate part of the monthly charges, based on the actual number of days the service is furnished. For the purpose of determining charges for a fractional part of a month, every month is considered to have thirty (30) days.

SECTION 2.0 - REGULATIONS, (CONT'D.)

2.7 Obligations of the Customer

2.7.1 General

The Customer is responsible for making proper application for service; placing any necessary order, complying with tariff regulations; payment of charges for services provided. Specific Customer responsibilities include, but are not limited to the following:

A. the payment of all applicable charges;

B. damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;

C. providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;

D. obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduits necessary for installation of fiber optic cable and associated equipment used to provide Communication Services to the Customer from the cable building entrance or property line to the location of the equipment space subject to 2.2.2 and 2.2.3. Any and all costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;

SECTION 2.0 - REGULATIONS, (CONT'D.)

2.7 Obligations of the Customer, (Cont'd.)

2.7.1 General, (Cont'd.)

E. providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. asbestos) prior to any construction or installation work;

F. complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;

G. not creating, or allowing to be placed, any liens or other encumbrances on the Company's equipment or facilities; and

H. making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

SECTION 2.0 - REGULATIONS, (CONT'D.)

2.7 Obligations of the Customer, (Cont'd.)

2.7.2 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, invites, 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, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party pursuant to this or any other rate sheet 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.

C. The Customer shall not assert any claim against any other Customer or user of the Company's services 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.

SECTION 2.0 - REGULATIONS, (CONT'D.)

2.8 Customer Equipment and Channels

2.8.1 General

A User may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade telephonic signals. A User may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication.

2.8.2 Station Equipment

A. Terminal equipment on the User's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company Point of Connection.

B. The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense, subject to prior Customer approval of the equipment expense.

SECTION 2.0 - REGULATIONS, (CONT'D.)

2.8 Customer Equipment and Channels, (Cont'd.)

2.8.3 Interconnection of Facilities

A. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communication Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.

B. Communication Services may be connected to the services or facilities of other communications carriers only when authorized by the other communications carriers that are applicable to such connections.

C. Facilities furnished by the Company may be connected to Customer-provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all User-provided wiring shall be installed and maintained in compliance with those regulations.

D. Users may interconnect communications facilities that are used in whole or in part for interstate communications to services provided by the Company only to the extent that the user is an "End User" as defined in Section 69.2(m), Title 47, Code of Federal Regulations (1992 edition).

SECTION 2.0 - REGULATIONS, (CONT'D.)

2.8 Customer Equipment and Channels, (Cont'd.)

2.8.4 Inspections

A. Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.8.2.B for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.

B. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action, as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may suspend service, to protect its facilities, equipment and personnel from harm, until such time that Customer has taken corrective action.

SECTION 2.0 - REGULATIONS, (CONT'D.)

2.9 Payment Arrangements

2.9.1 Payment for Service

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer and to all Authorized Users by the Customer, regardless of whether those services are used by the Customer itself or are resold to or shared with other persons.

The security of the Customer's PIN is the responsibility of the Customer. All calls placed using a PIN shall be billed to and shall be the obligation of the Customer. The Customer shall not be responsible for charges in connection with the unauthorized use of PINs arising after the Customer notifies the Company of the loss, theft, or other breach of security of such PINs.

Customers will only be charged once, on either an interstate or intrastate basis, for any nonrecurring or usage based charges.

SECTION 2.0 - REGULATIONS, (CONT'D.)

2.9 Payment Arrangements, (Cont'd.)

2.9.2 Billing and Collection of Charges

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

A. Nonrecurring charges are due and payable within thirty (30) days after the invoice date, unless otherwise agreed, and with the exceptions as follows.

1. A deferred installment option for installation services will be offered to local service applicants. If the deferred option is accepted, the installation charges shall be spread equally over a period of three months.

2. Within 60 days of the date of initiation of service, a residential subscriber shall be allowed a one-time change of their type of local service without charge. This does not preclude the Company from charging for the original service and associated charges.

3. Within 60 days of the date of a change in their type of service, existing residential subscribers shall be allowed to return to their prior type of local exchange service, once without charge. This does not preclude the Company from charging from the original service and associated charges. This rule does not apply to subscribers who have availed themselves of 2.9.2A.2.

B. The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within thirty (30) days after the invoice date. When billing is based on Customer usage, charges will be billed monthly for the preceding billing periods.

C. When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.

SECTION 2.0 - REGULATIONS, (CONT'D.)

2.9 Payment Arrangements, (Cont'd.)

2.9.2 Billing and Collection of Charges, (Cont'd.)

D. Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

E. If any portion of the payment is not received by the Company, or if any portion of the payment is received by the Company in funds that are not immediately available, within twenty (20) days of the mail date on the bill, then a late payment penalty shall be due the Company. The late payment penalty shall be that portion of the payment not received by the date due minus any charges billed as local taxes multiplied by 1.5%. The late payment charge will not be applied to previous late payment charges that have been assessed but not yet been paid for, but will apply to the accumulated services for which the Customer is in arrears. Late payment charges will be applied without discrimination.

F. The Customer will be assessed a charge for each check submitted by the Customer to the Company that a financial institution refuses to honor.

	Maximum	Current
Per Check not honored:	$40.00	$20.00

G. If service is disconnected by the Company in accordance with Section 2.9.6 following and later restored, restoration of service will be subject to all applicable installation charges

SECTION 2.0 - REGULATIONS, (CONT'D.)

2.9 Payment Arrangements, (Cont'd.)

2.9.3 Disputed Bills

A. In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Company may require the Customer to pay the undisputed portion of the bill to avoid discontinuance of service for non-payment. The Customer must submit a documented claim for the disputed amount. The Customer will submit all documentation as may reasonably be required to support the claim.

B. Unless disputed the invoice shall be deemed to be correct and payable in full by the Customer. If the Customer is unable to resolve any dispute with the Company, then the Customer may file a complaint with the Public Utility Commission of Ohio. The complaint may be filed at the following address:

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

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

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

C. If the dispute is resolved in favor of the Customer and the Customer has withheld the disputed amount, no interest credits or penalties will apply.

SECTION 2.0 - REGULATIONS, (CONT'D.)

2.9 Payment Arrangements, (Cont'd.)

2.9.4 Advance Payments

To safeguard its interests, the Company may require a Customer to make an Advance Payment for special construction. The Advance Payment may include an amount equal to the estimated Non-Recurring Charges for the special construction. The Advance Payment will be credited to the Customer's bill.

SECTION 2.0 - REGULATIONS, (CONT'D.)

2.9 Payment Arrangements, (Cont'd.)

2.9.5 Deposits

A. The Company may, in order to safeguard its interests, require a Customer which has a proven history of late payments to the Company or does not have established credit or has a bad credit rating to make a deposit prior to or at any time after the provision of service to the Customer to be held by the Company as a guarantee of the payment of rates and charges. No such deposit will be required of a Customer, which has established satisfactory credit and has no history of late payments to the Company. All deposits will be handled pursuant to the Minimum Telephone Service Standards as codified in Chapter 4901:1-5 of the Ohio Administrative Code. .

B. The amount of the deposit which may be required of a Customer for the purpose of establishing credit shall not exceed two times the average monthly bill for residential Customers whose bills are payable in advance. The amount of deposit may be adjusted at the request of the Customer at any time when the character, purpose, or degree of the Customer's use of the service has materially changed, or when it is indicated that it will change.

C. The making of a deposit shall not relieve any Customer of the obligation to pay current bills when due. A deposit shall only be applied to the indebtedness of the Customer for jurisdictional telecommunications services of the provider.

D. The Company will pay interest on deposits, to accrue from the date the deposit is made until it has been refunded, or until a reasonable effort has been made to effect refund. The Company will pay interest at the rate prescribed by the Commission.

SECTION 2.0 - REGULATIONS, (CONT'D.)

2.9 Payment Arrangements, (Cont'd.)

2.9.5 Deposits, (Cont'd.)

E. The Company shall keep a record of each cash deposit until the deposit is returned. The record will show the name of each Customer making a deposit; the premises occupied by the Customer when making the deposit and each successive premises occupied while the deposit is retained by the Company; the amount and date of making the deposit; and a record of each transaction, such as the payment of interest, interest credited, etc., concerning the deposit. Concurrently with receiving a deposit, the Company will provide the Customer a receipt showing the deposit date, the name and billing address of the Customer and the deposit amount.

F. Upon discontinuance of service, or when a Customer has established credit by other means, the Company will promptly refund any deposit, plus accrued simple interest, or the balance, if any, in excess of the unpaid bills for the services furnished by the company. A transfer of service from one location to another within the Company's serving area shall not be deemed discontinuance with the Company if the character of the service remains unchanged.

G. Deposits will be refunded after twelve (12) months of timely payment, with interest as specified above.

H. A deposit may be required in addition to an advanced payment.

I. Regarding the manner in which the creditworthiness of service applicants is established, as well as the manner in which disconnection of service for nonpayment of charges occurs, the company will comply with the Selective Access Policy adopted by the Public Utilities Commission of Ohio and codified in Chapter 4901:1-5 of the Ohio Administrative Code.

SECTION 2.0 - REGULATIONS, (CONT'D.)

2.9 Payment Arrangements, (Cont'd.)

2.9.6 Discontinuance of Service

A. Upon nonpayment of any amounts owing to the Company, the Company may, by giving seven (7) days written notice to the Customer, discontinue or suspend service without incurring any liability. A Customer's bill shall not be due earlier than fourteen (14) days from the date of the postmark or similarly accepted date mark on the bill.

B. Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving seven (7) days written notice to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.

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, by notice to the Customer, may discontinue or suspend service without incurring any liability.

SECTION 2.0 - REGULATIONS, (CONT'D.)

2.9 Payment Arrangements, (Cont'd.)

2.9.6 Discontinuance of Service, (Cont'd.)

D. Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.

E. In the event of unauthorized or fraudulent use of service. The Company may terminate service, pursuant to Chapter 4901:1-5 of the Ohio Administrative Code, if it has evidence that such Customer has obtained unauthorized service by illegal use or theft. Whenever service is discontinued for fraudulent use of service, the Company may, before restoring service, require the Customer to make, at his own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.

F. Upon the Company's discontinuance of service to the Customer under Section 2.9.1, 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 that would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent).

G. Without notice in the event of Customer use of equipment or services in such a manner as to adversely affect the Company's service to others.

H. Without notice in the event of tampering with the equipment or services furnished by the Company.

SECTION 2.0 - REGULATIONS, (CONT'D.)

2.9 Payment Arrangements, (Cont'd.)

2.9.7 Cancellation of Application for Service

A. Applications for special construction service cannot be canceled without the Company's agreement. Where the Company permits a Customer to cancel an application for service prior to any special construction, no charges will be imposed except for those specified below.

B. Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs incurred by the Company, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service commenced (all discounted to present value at six percent).

C. Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred by the Company, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.

D. The special charges described in 2.9.7A. through 2.9.7C. will be calculated and applied on a case-by-case basis.

SECTION 2.0 - REGULATIONS, (CONT'D.)

2.9 Payment Arrangements, (Cont'd.)

2.9.8 Changes in Service Requested

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

SECTION 2.0 - REGULATIONS, (CONT'D.)

2.10 Allowances for Interruptions in Service

Interruptions in service that are not due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth in 2.10.4 for the part of the service that the interruption affects.

2.10.1 General

A. A credit allowance will be given when service is interrupted, except as specified below. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this rate sheet.

B. An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.

C. If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its premises for test and repair by the Company, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.

D. The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

SECTION 2.0 - REGULATIONS, (CONT'D.)

2.10 Allowances for Interruptions in Service, (Cont'd.)

2.10.2 Limitations of Allowances

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

A. Due to the negligence of or noncompliance with the provisions of this rate sheet by any person or entity other than the Company, including but not limited to the Customer;

B. Due to the failure of power, equipment, systems, connections or services not provided by the Company;

C. Due to circumstances or causes beyond the reasonable control of the Company, as set forth in Chapter 4901:1-5 of the Ohio Administrative Code;

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. A service will not be deemed to be interrupted if a Customer continues to voluntarily make use of such service. If the service is interrupted, the Customer can get a service credit, use another means of communications provided by the Company, (Pursuant to Section 2.10.3), or utilize another service provider;

F. During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;

G. That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and

SECTION 2.0 - REGULATIONS, (CONT'D.)

2.10 Allowances for Interruptions in Service, (Cont'd.)

2.10.3 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.

2.10.4 Application of Credits for Interruptions in Service

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

B. For calculating credit allowances, every month is considered to have thirty (30) days.

C. A credit allowances will be given for interruptions of thirty (30) minutes or more. Two or more interruptions of fifteen (15) minutes or more during any one 24-hour period shall be combined into one cumulative interruption.

SECTION 2.0 - REGULATIONS, (CONT'D.)

2.10 Allowances for Interruptions in Service, (Cont'd.)

2.10.4 Application of Credits for Interruptions in Service, (Cont'd.)

D. Interruptions of 24 Hours or Less

Length of Interruption	Amount of Service To Be Credited
Less than 30 minutes	None
30 minutes up to but not including 3 hours	1/10 Day
3 hours up to but not including 6 hours	1/5 Day
6 hours up to but not including 9 hours	2/5 Day
9 hours up to but not including 12 hours	3/5 Day
12 hours up to but not including 15 hours	4/5 Day
15 hours up to but not including 24 hours	One Day

E. Interruptions Over 24 Hours

Interruptions over 24 hours will be credited in accordance with Chapter 4901:1-5 of the Ohio Administrative Code

2.10.5 Cancellation For Service Interruption

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of 8 hours or more or cumulative service credits equaling 16 hours in a continuous 12-month period. The right to cancel service under this provision applies only to the single circuit that has been subject to the outage or cumulative service credits

SECTION 2.0 - REGULATIONS, (CONT'D.)

2.11 Use of Customer's Service by Others

2.11.1 Joint Use Arrangements

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

SECTION 2.0 - REGULATIONS, (CONT'D.)

2.12 Cancellation of Service/Termination Liability

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 2.10.5 above), the Customer agrees to pay to the Company termination liability charges, as defined below. These charges shall become due as of the effective date of the cancellation or termination and be payable within the period, set forth in Section 2.9.2.

2.12.1 Termination Liability

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

A. all unpaid Non-Recurring charges reasonably expended by the Company to establish service to the Customer; plus

B. any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the Customer; plus

C. all Recurring Charges specified in the applicable Service Order Tariff for the balance of the then current term discounted at the prime rate announced in the Wall Street Journal on the third business day following the date of cancellation;

D. minus a reasonable allowance for costs avoided by the Company as a direct result of the Customer's cancellation.

2.13 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties:

2.13.1 pursuant to any sale or transfer of substantially all the assets of the Company; or

2.13.2 pursuant to any financing, merger or reorganization of the Company.

SECTION 2.0 - REGULATIONS, (CONT'D.)

2.14 Customer Liability for Unauthorized Use of the Network

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

2.14.1 Customer Liability for Fraud and Unauthorized Use of the Network

A. The Customer is liable for the unauthorized use of the network obtained through the fraudulent use of a Company calling card, if such a card is offered by the Company, or an accepted credit card, provided that the unauthorized use occurs before the Company has been notified.

B. A Company calling card is a telephone calling card issued by the Company at the Customer's request, which enables the Customer or user(s) authorized by the Customer to place calls over the Network and to have the charges for such calls billed to the Customer's account.

C. An accepted credit card is any credit card that a cardholder has requested or applied for and received, or has signed, used, or authorized another person to use to obtain credit. Any credit card issued as a renewal or substitute in accordance with this paragraph is an accepted credit card when received by the cardholder.

D. The Customer must give the Company written or oral notice that an unauthorized use of a Company calling card or an accepted credit card has occurred or may occur as a result of loss, and/or theft.

E. The Customer is responsible for payment of all charges for calling card services furnished to the Customer or to users authorized by the Customer to use service provided under this rate sheet, unless due to the negligence of the Company. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by third parties, the Customer's employees, or the public.

F. The liability of the Customer for unauthorized use of the Network by credit card fraud will not exceed the lesser of fifty dollars ($50.00) or the amount of money, property, labor, or services obtained by the unauthorized user before notification to the Company.

SECTION 2.0 - REGULATIONS, (CONT'D.)

2.15 Notices and Communications

2.15.1 The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company's bills for service shall be mailed.

2.15.2 The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.

2.15.3 Except as otherwise stated in this tariff, all notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

2.15.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

SECTION 2.0 - REGULATIONS, (CONT'D.)

2.16 Miscellaneous Provisions

2.16.1 Telephone Number Changes

Whenever any Customer's telephone number is changed after a directory is published, the Company shall intercept all calls to the former number for at least one hundred and twenty (120) days and give the calling party the new number provided existing central office equipment will permit, and the Customer so desires.

When service in an existing location is continued for a new Customer, the existing telephone number may be retained by the new Customer only if the former Customer consents in writing, and if all charges against the account are paid.

2.16.2 Maintenance and Operations Records

Records of various tests and inspections, to include non-routine corrective maintenance actions or monthly traffic analysis summaries for network administration, necessary for the purposes of the Company or to fulfill the requirements of Commission rules shall be kept on file in the office of the Company as required under Commission rules.

SECTION 3.0 - SERVICE AREAS

3.1 Exchange Service Areas

Local exchange services are provided, subject to availability of facilities and equipment, in areas currently served by the following Incumbent LECs:

1) AT&T Ohio
2) Verizon North

Issued by: Steven Hamula, Esquire
Director of Regulatory Affairs
FiberNet of Ohio, LLC
1200 Greenbrier Street
Charleston, WV 25301

SECTION 4.0 - ACCESS SERVICES, (CONT'D.)

4.1 General

FiberNet Access Service is offered to telecommunications carrier Customers desiring direct trunk-side access to the Company's network in order to originate or terminate calls only to the analog voice grade channels corresponding to company provided access lines. Access Service will support inter-machine and Feature Group D protocols.

4.1.1 Switched Access

Switched Access Service provides for the use of common terminating, switching and transport facilities.

4.1.2 Dedicated Access

Dedicated Access Service makes available the entire usable bandwidth for the exclusive use of the Customer. Pricing for all Dedicated Access Services is on an Individual Case Basis (ICB).

4.2 Regulations

4.2.1 Carrier Access Orders for FiberNet Access Service will be placed on Standard Bellcore Access Service Requests (ASRs).

4.2.2 FiberNet Access Service is provided via a dedicated trunk-side port on the Company's switched network at the digital DS-1 and DS-3 levels.

4.2.3 FiberNet Access Service ports are only available at the Primary Distribution Nodes provided by the Company. The Customer is responsible for providing digital DS- and DS-3 transmission links between its premises and the Company's Primary Distribution Node, and a DSX-1 Panel Terminal interface at the Company's Node. The DS-1 and DS-3 transmission links may be obtained from any other telephone company which terminates transmission facilities at the Company's Primary Distribution Node, or may be provided over the Customer's own transmission facilities.

SECTION 4.0 - ACCESS SERVICES, (CONT'D.)

4.3 Rates

4.3.1 Rate Elements

A. For services involving facilities leased from other telecommunications providers, Supplementary Charges will be priced on an Individual Case Basis, and will be based upon a pass-through of all charges assessed by other providers, and the Company's administrative costs.

B. The following rate elements apply:

1. Non-Recurring Charges - Non-recurring charges are applied as a one-time fee normally at the time the circuit is initiated.

2. Monthly Recurring Channel Termination Charge - The monthly recurring charge is billed monthly in advance and is assessed on each channel termination based on the terms and conditions of this tariff, the Customer service agreement, or a master service agreement.

3. Fixed Mileage Charge - Fixed Mileage Charge is a recurring monthly fee, which is applied to a circuit for which the LEC would charge a comparable fee in association with an interoffice channel.

4. Variable Mileage Charge - Variable mileage charge is a recurring monthly fee, which is applied to a circuit for which the LEC would charge a comparable fee in association with an interoffice channel. In general, the variable mileage charge is calculated using V&H tables.

SECTION 4.0 - ACCESS SERVICES, (CONT'D.)

4.3 Rates, (Cont'd.)

4.3.2 Rates and Charges

A. Service Order Charges

	Maximum	Current
Customer Requested Due Date Change	$125.00	$50.00
Customer Requested Expedite	$125.00	$50.00
Cancellation (after 3 business days from order placement)	$125.00	$50.00
Design Change, DS0/DS1	$125.00	$50.00
Design Change, DS3	$125.00	$50.00

SECTION 4.0 - ACCESS SERVICES, (CONT'D.)

4.3 Rates, (Cont'd.)

4.3.2 Rates and Charges, (Cont'd.)

B. Dedicated Access

1. DS-1

	Non-Recurring Rate	Recurring Rate
Per-Channel Termination		
First Circuit	ICB	ICB
Additional Circuits	ICB	ICB
Fixed mileage	ICB	ICB
Per-Mile Charge	ICB	ICB
Outside Service Zone Termination Surcharge	ICB	ICB

2. DS-3

	Non-Recurring Rate	Recurring Rate
Per-Channel Termination		
First Circuit	ICB	ICB
Additional Circuits	ICB	ICB
Fixed mileage	ICB	ICB
Per-Mile Charge	ICB	ICB
Outside Service Zone Termination Surcharge	ICB	ICB

SECTION 4.0 - ACCESS SERVICES, (CONT'D.)

4.3 Rates, (Cont'd.)

4.3.2 Rates and Charges, (Cont'd.)

3. Switched Access

	Rate Per Minute	
	Maximum	Current
Originating	$0.1200	$0.0550
Terminating	$0.1200	$0.0550

SECTION 5.0 – BASIC SERVICES AND RATES

5.1 General

5.1.1 Call Timing for Usage Sensitive Services

Where charges for a service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

A. Calls are measured in durational increments identified for each service. All calls, which are fractions of a measurement increment, are rounded-up to the next whole unit.

B. Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s).

C. Timing terminates on all calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier.

D. Where applicable, the following rate period and timing parameters apply:

1. Initial Period - The initial period is the length of a call for minimum billing purposes. The initial period varies by rate schedule and is specified in individual product rates sections of this tariff.

2. Additional Period - The additional period is the rate element used to bill chargeable time when a call continues beyond the initial period. The additional period starts when the initial period ends. Additional period rates apply to any fraction of the time period for chargeable time beyond the initial period. Additional periods vary by rate schedule and are specified in the individual product rates sections of this tariff.

3. Chargeable time for all calls ends when one of the parties disconnects from the call.

4. Time of day designations are used in this tariff to indicate rate period boundaries. Rate periods begin at the first time of day designation and continue up to but not including the second time of day designation.

SECTION 5.0 – BASIC SERVICES AND RATES, (CONT'D.)

5.1 General, (Cont'd.)

5.1.2 Calculation of Mileage and Rate Bands

For mileage-sensitive schedules, the distance between the originating and terminating points is calculated by using the "V" and "H" coordinates of the rate centers as defined by BellCore (Bell Communications Research), in the following manner:

Step 1: Obtain the "V" and "H" coordinates for the rate center or network access point serving the Customer's location and the called/calling station.

Step 2: Obtain the difference between the "V" coordinates. Obtain the difference between the "H" coordinates.

Step 3: Square the differences obtained in Step 2.

Step 4: Add the squares of the "V" difference and "H" difference obtained in Step 3.

Step 5: Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.

Step 6: Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the originating and terminating locations of the call.

Formula:

$$\sqrt{\frac{(V_1 V_2)^2 + (H_1 H_2)^2}{10}}$$

SECTION 5.0 – BASIC SERVICES AND RATES, (CONT'D.)

5.2 Service Charges and Surcharges

5.2.1 Service Order and Change Charges – Tier 1 Services

A. General

Nonrecurring charges are applicable for the following work functions required to establish exchange service:

Service Ordering Charge - A nonrecurring charge, which covers receiving, recording and processing information necessary to execute a Customer's request for service.

Central Office Connection Charge - A nonrecurring charge for establishing or changing central office connections which may include, but are not limited to, circuit design work and establishing or changing central office connections.

Line Connection Charge - A nonrecurring charge for performing any of the operations associated with the connection of the network access line and a network interface.

Network Wiring Charge - A one time charge consisting of a time sensitive network wiring charge required to perform Customer requested work on the Customer's premises, except work required to establish or reestablish network access.

SECTION 5.0 – BASIC SERVICES AND RATES, (CONT'D.)

5.2 Service Charges and Surcharges, (Cont'd.)

5.2.1 Service Order and Change Charges – Tier 1 Services, (Cont'd.)

A. General, (Cont'd.)

Charges specified contemplate work being performed by the Company during the usual working hours on normal working days. When, at the specific request of the Customer or applicant for service, work is performed at other times, the expense incurred by the Company in excess of the normal expense of such work, may be billed to the Customer or applicant for service, in additional to the charges otherwise applicable.

Complex Service - Includes all other exchange service and their associated facilities and equipment excluded from simple service.

Simple Service - Simple service includes network exchange access lines and their associated facilities and equipment, which met all of the following conditions:

A. The network access lines are served from their normal serving central office.

B. All terminations of the network access lines are confined to a single continuous property.

C. Customer premises equipment connected to such network access lines is limited to on-key telephones with associated miscellaneous equipment.

SECTION 5.0 – BASIC SERVICES AND RATES, (CONT'D.)

5.2 Service Charges and Surcharges, (Cont'd.)

5.2.1 Service Order and Change Charges – Tier 1 Services, (Cont'd.)

B. Rates

	Business Max	Business Current
Service Ordering Charge		
per location, per occasion		
Simple	$55.00	$25.50
Complex	$35.00	$15.85
Central Office Connection Charge,		
per termination		
Simple	$26.00	$13.00
Complex	$35.00	$17.00
Line Connection Charge,		
per termination		
Simple	$50.00	$24.35
Complex	$35.00	$16.50
Telephone Number Changes		
Simple	$62.00	$31.15
Complex	$82.00	$41.55
Class of Service Change:		
Residence to Business		
Simple	n/a	n/a
Complex	n/a	n/a
Business to Residence		
Simple	$62.00	$31.15
Complex	$85.00	$41.55
Network Wiring Charge		
First 15 min. or fraction thereof	$50.00	$25.00
Each add'l. 15 min. or fraction thereof	$20.00	$10.00

SECTION 5.0 – BASIC SERVICES AND RATES, (CONT'D.)

5.2 Service Charges and Surcharges, (Cont'd.)

5.2.2 Restoration of Service – Tier 1 Services

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

	Business	
	Max	Current
Restoration after temporary denial, but prior to completion of order to discontinue service		
Simple	$65.00	$32.30
Complex	$55.00	$26.55
Restoration after temporary suspension		
Simple	$68.00	$33.55
Complex	$150.00	$75.85

5.2.3 Temporary Suspension/Restoration of Service – Tier 1 Services

Upon the request of the Customer, service may be temporarily suspended. Suspension of service may begin or terminate on any day of the month provided notice is given sufficiently in advance for arrangements to be made. Service will be disconnected to the extent necessary to assure than no inward or outward service will be available during the period of suspension.

	Business	
	Max	Current
Restoration after temporary interception		
Simple	$65.00	$33.55
Complex	$175.00	$87.70

SECTION 5.0 – BASIC SERVICES AND RATES, (CONT'D.)

5.3 NetServe Business Line*

5.3.1 General

NetServe Business Line is provided via one or more channels terminated at the Customer's premises. Each NetServe Business Line channel corresponds to one or more analog, voice-grade telephonic communications channels that can be used to place or receive one call at a time.

NetServe Business Line provides a Business Customer with a connection to the Company's switching network, which enables the Customer to:

1. originate and receive calls from other stations on the public switched telephone network;

2. access the Company's local calling service;

3. access the Company's operators and business office for service related assistance; access toll-free telecommunications service such as 800 NPA; and access 911 service for emergency calling; and

4. access the service of providers of interexchange service. A Customer may presubscribe to such provider's service to originate calls on a direct dialed basis or to receive toll-free service from such provider, or may access a provider on an ad hoc basis by dialing the provider's Carrier Identification Code (such as 10XXX or 101XXXX).

NetServe Business Line service is furnished subject to the availability of facilities.

* Detariffed Tier 2 features available with NetServe Business Lines are located in the Company Pricing Guide.

SECTION 5.0 – BASIC SERVICES AND RATES, (CONT'D.)

5.3 NetServe Business Line*, (Cont'd.)

5.3.2 Rate Structure

NetServe Business Line provides for calling within the local service area on measured or flat rate basis.

Accumulation of local usage time is done on a per second basis. At the end of the Customer's billing period, the sum of accumulated seconds is rounded to the next higher minute.

The local service area for NetServe Business Line Customers is the area within which measured service Customers make calls on a per message, per minute basis and may include one or more exchanges or zones.

5.3.3 Touch Tone Calling

Touch-tone calling, which is furnished subject to the availability of the central office facilities, allows calls to be originated from instruments equipped for tone-type address signaling over special central office facilities.

Telephones equipped for tone-type calling service can only be associated with, or have access to, lines equipped for this service.

Touch-tone calling is furnished with NetServe Business Line.

5.3.4 Line Hunting

Line hunting, which is provided subject to the availability of suitable central office facilities is an arrangement that groups together two or more main telephone exchange lines from the same central office so that incoming calls are automatically switched from the initial line, if in use, to the first non-busy line.

Line Hunting is included with NetServe Business Line.

* Detariffed Tier 2 Options and Features available with NetServe Business Lines are located in the Company Pricing Guide.

SECTION 5.0 – BASIC SERVICES AND RATES, (CONT'D.)

5.3 NetServe Business Line*, (Cont'd.)

5.3.5 Pay-Per-Call Service Blocking

NetServe Business Line cannot be used to originate calls to Pay-Per-Call services (e.g.: 900 and 976). Calls to those numbers and other numbers used for caller paid information services will be blocked by the Company unless a written request to remove blocking is attached to the Service Agreement.

5.3.6 Exchange Classifications

Business service is provided to each exchange on a measured or flat rate basis and provides for calling within the local calling area and within municipalities.

5.3.7 Payment Plans

The Basic Business payment plan offers the Customer two options for payment.

1. Fixed Monthly Rate Plan

Under this plan the Customer pays a fixed monthly rate for a specified contract term. The Customer may choose a 1, 2, 3 or 5 year contract. During the course of the contract, fixed rates (recurring and non-recurring) are not subject to Company initiated rate changes.

2. Month-to-Month Plan

Under this plan the Customer elects to pay month-to-month. Month-to-month rates (recurring and non-recurring) are subject to Company initiated rate changes.

* Detariffed Tier 2 Options and Features available with NetServe Business Lines are located in the Company Pricing Guide.

SECTION 5.0 – BASIC SERVICES AND RATES, (CONT'D.)

5.3 NetServe Business Line*, (Cont'd.)

5.3.8 Measured Business Exchange Service

Measured service provides for calling within the local calling area and within municipalities on a per minute basis. Monthly rates consist of the appropriate dial tone live rate and local usage charges.

* Detariffed Tier 2 Options and Features available with NetServe Business Lines are located in the Company Pricing Guide.

SECTION 5.0 – BASIC SERVICES AND RATES, (CONT'D.)

5.3 NetServe Business Line*, (Cont'd.)

5.3.9 Rates

A. Maximum Rates

	Non - Recurring Charges	Month To Month	1 Yr.	2 Yr.	3 Yr.	5 Yr.
NetServe Business Line						
One (1) Access Line						
Measured Rate	$35.00	$50.00	$45.00	$43.00	$40.00	$40.00
Per Minute Rate						
Access Areas: A		$0.10	$0.10	$0.10	$0.10	$0.10
B		$0.10	$0.10	$0.10	$0.10	$0.10
C		$0.10	$0.10	$0.10	$0.10	$0.10
D		$0.10	$0.10	$0.10	$0.10	$0.10
Flat Rate	$35.00	$115.00	$108.00	$100.00	$100.00	$100.00
2+ Access Lines**						

* Detariffed Tier 2 Options and Features available with NetServe Business Lines are located in the Company Pricing Guide.

** Tier 2 Service – See the Company Pricing Guide

SECTION 5.0 – BASIC SERVICES AND RATES, (CONT'D.)

5.3 NetServe Business Line*, (Cont'd.)

5.3.9 Rates, (Cont'd.)

B. Current Rates

	Non - Recurring Charges	Month to Month	1 Yr.	2 Yr.	3 Yr.	5 Yr.
NetServe Business Line						
One (1) Access Lines						
Measured Rate	$17.00	$23.30	$22.05	$20.80	$20.10	$19.80
Per Minute Rate						
Access Areas: A		N/A	N/A	N/A	N/A	N/A
B		$0.02	$0.02	$0.02	$0.02	$0.02
C		$0.03	$0.03	$0.03	$0.03	$0.03
D		$0.03	$0.03	$0.03	$0.03	$0.03
Flat Rate	$17.00	$57.00	$54.00	$51.00	$49.20	$48.50

2+ Access Lines**

* Detariffed Tier 2 Options and Features available with NetServe Business Lines are located in the Company Pricing Guide.

** Tier 2 Service – See the Company Pricing Guide

SECTION 5.0 – BASIC SERVICES AND RATES, (CONT'D.)

5.4 Directory Listing Service

5.4.1 General

A. An alphabetical directory is an alphabetical list of Customers, joint users and others for who directory listings are provided. An alphabetical directory may include the listings for one or more exchange areas.

B. There are two groups of listings, one group of non-residence listings and one group of listings consisting solely of names of individuals.

1. Non-residence primary listings consisting solely of names of individuals will appear in both groups at no charge.

2. Non-residence additional listings consisting solely of names of individuals will appear in both groups without charge for the additional appearance.

3. Special types of additional listings will appear in both groups without charge for the additional appearance under the following conditions:

(a) Alternate listings, provided that they are indented under non-residence primary or regular additional listings that are listings consisting solely of names of individuals; and

(b) all other special types of additional listings, provided that they are listings consisting solely of names of individuals and are indented under non-residence primary or regular additional listings.

C. Special prominence or arrangement of names is not permitted nor is the listing of a service, commodity or trade name except when such service, commodity or trade name is a part of the name under which the listed party is doing business.

SECTION 5.0 – BASIC SERVICES AND RATES, (CONT'D.)

5.4 Directory Listing Service, (Cont'd.)

5.4.1 General, (Cont'd.)

D. The Company will refuse a listing which does not constitute a legally authorized or adopted name, or any listing which, in the opinion of the company, is likely to mislead or deceive calling persons as to the identity of the listed party, or is intended for advertising purposes or to secure a preferential position in the directory or is more elaborate than is reasonable necessary to identify the listed party.

E. The length of any listing is limited by the use of abbreviations, where, in the opinion of the Company, the clearness of the listing and the identification of the listed party is not impaired thereby. Where more than one line is required to properly list the party, no additional charge is made.

F. Listings are regularly provided in connection with exchange service of all classes, grades and types.

5.4.2 Listings

A. Primary Listing

1. One listing without charge, termed the primary listing, is provided for each call number in connection with exchange service.

2. One primary listing is provided for each joint user.

3. The primary listing is ordinarily the name of the Customer or joint user, or the name under which a business is regularly conducted. Where the service is contracted for by one party for the use of a second party, the primary listing may be the name of the second party.

4. A dual name listing is comprised of a surname, two first names, an address and telephone number. This listing may be provided as the primary listing associated with residence service for two persons who share the same surname and reside at the same address or for a person known by two first names.

B. Other Listings

Detariffed Tier 2 Directory Listing services are located in the Company Pricing Guide.

SECTION 5.0 – BASIC SERVICES AND RATES, (CONT'D.)

5.5 Caller ID Blocking

Per Per Call Caller Identification Blocking: Allows the name and number of the calling party to be blocked from being transmitted when placing outbound calls. Customers may utilize the by dialing the appropriate access code.

Per Line Blocking: When Caller Identification Blocking is established on the line it can be deactivated by dialing a code before each call. This one call unblock allows the name and/or number to be sent for that one call only. Customers who choose per line blocking for the first time will not be charged the nonrecurring charge. After the first time, Customers requesting per line blocking will pay a nonrecurring charge for each line equipped with per line blocking. Per line blocking will be provided free to law enforcement and domestic violence agencies and individual victims of domestic violence upon request.

Caller Identification Blocking, per call	No charge
Caller Identification Blocking, per line*	
Nonrecurring charge	$20.00
Monthly	$ 1.00

* Per Line Caller Identification Blocking will be provided at no charge to Customers with nonpublished telephone numbers and to qualified social service agencies, law enforcement organizations and their certified employees and volunteers and to Customer-owned coin operated telephone (COCOT) Customers.

SECTION 6.0 - PROMOTIONAL OFFERINGS

61 Special Promotions

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