

MCTV
Local Exchange Services
P.U.C.O. No. 1

Revised Title Page

**REGULATIONS AND SCHEDULE OF
CHARGES APPLYING TO
BASIC LOCAL EXCHANGE
SERVICE WITHIN THE STATE OF
OHIO**

Issued May 17, 2011

Effective: May 18, 2011

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Super-Net, Inc.
Local Exchange Services
P.U.C.O. No.1

Original Page 1

CHECK SHEET

The Title Page and Pages 1 through 47 inclusive of this Tariff are effective as of the date shown at the bottom of the respective page(s). Revised pages as named below contain all changes from the original filing that are in effect on the date listed.

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CHECK SHEET, (Cont'd)
ADDENDUM A

The Title Page and Addendum A, Page 1 inclusive of this Tariff are effective as of the date shown at the bottom of the respective page(s). Revised pages as named below contain all changes from the original filing that are in effect on the date listed.

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EXPLANATION OF SYMBOLS

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

- (C) To signify Changed Regulation
- (D) Delete or Discontinue
- (I) Change Resulting in an Increase to a Rate
- (M) Moved from Another Tariff Location
- (N) New
- (R) Change Resulting in a Reduction to a Rate
- (S) Matter Appearing Elsewhere or Repeated for Clarification
- (T) Change in Text But No Change to Rate or Charge

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TARIFF FORMAT

- A. Page Numbering - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the Tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.
- B. Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14. Because of various suspension periods, deferrals, etc. the Commission follows in their Tariff approval process, the most current page number on file with the Commission is not always the Tariff page in effect.
- C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a).
 - 2.1.1.A.1.(a).I.
 - 2.1.1.A.1.(a).I.(i).
 - 2.1.1.A.1.(a).I.(i).(1).
- D. Check Sheets - When a Tariff filing is made with the Commission an updated Check Sheet accompanies the Tariff filing. The check sheet lists the pages contained in the Tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. An asterisk designates all revisions made in a given filing (*). There will be no other symbols used on the check sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The Tariff user should refer to the latest check sheet to find out if a particular page is the most current on file with the Commission.

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APPLICATION OF TARIFF

This Tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate communications services in the State of Ohio by Super-Net, Inc. ("Super-Net" or "the Company") in AT&T Communications, Embarq and Verizon North, Inc. territory where approved interconnection agreements exists.

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SECTION 1 – DEFINITIONS

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

Access: Is connection to one carrier by a second carrier to obtain the services of any or all network facilities and services within the network, including unbundled elements.

Access Service Request (“ASR”): A written request for special access services executed by the Customer and the Company in the format devised by the Company. The signing of an ASR by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this Tariff, but the duration of the service is calculated from the Service Commencement Date. Should a Customer use the Company’s access service without an executed ASR, the Company will then request the Customer to submit one.

Account Codes: Permits Centrex Stations and attendants to dial an account code number of up to eight digits. For use when placing calls over facilities arranged for Automatic Message Accounting (AMA) recording. The account or project number must be input prior to dialing the called number.

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

Alternative Operator Services: Alternative Operator Services are those services provided by the carrier in which the customer and the End User are totally separate entities. The carrier contracts with the Customer to provide the alternative operator services; however, the carrier does not directly contract with the End User to provide the services even though it is the End User who actually pays for the processing of the operator assisted calls.

Automatic Number Identification (“ANI”): Allows the automatic transmission of a caller’s billing account telephone number to a local exchange Company, interexchange carrier or a third party subscriber. The primary purpose of ANI is to allow for billing of toll calls.

Automatic Location Identification (ALI): An E911 feature that provides the name or address or both associated with the calling party’s telephone number (identified by ANI as defined below) to the PSAP for display. Additional telephones with the same number as the calling party’s (secondary locations, off-premise extensions, etc.) are identified with the address of the telephone number at the main location.

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SECTION 1 - DEFINITIONS (Cont'd)

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

Collocation: An arrangement whereby the Company's switching equipment is located in a local exchange Company's central office.

Commission: The Public Utilities Commission of Ohio.

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

Company or Carrier: Super-Net, Inc. ("Super-Net").

Customer or Subscriber: The person, firm or corporation which orders service and is responsible for the payment of charges and compliance with the Company's regulations.

Dedicated Inbound Calls: Refers to calls that are terminated via dedicated access facilities connecting the Customer's premises and the Company's Point of Presence ("POP"). This service is offered to the extent facilities are available and where the Company and the Customer jointly arrange for the establishment of dedicated access facilities connecting the Customer's trunk-compatible PBX or other suitable equipment to the Company's POP. The Customer shall be responsible for all costs and charges associated with the dedicated access facilities.

Dedicated Outbound Calls: Refers to service that is offered to the extent facilities are available in those cases where the Company and the Customer jointly arrange for the establishment of dedicated access facilities connecting the Customer's trunk-compatible PBX or other suitable equipment to the Company's (POP). The Customer shall be responsible for all costs and charges associated with the dedicated access facilities.

Deposit: Refers to a cash or equivalent of cash security held as a guarantee for payment of the charges.

DID Trunk (Direct Inward Dial Trunk): A form of local switched access that provides the ability for an outside party to call an internal extension directly without the intervention of the Company operator.

Dial Pulse (or "DP"): The pulse type employed by rotary dial station sets.

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SECTION 1 - DEFINITIONS (Cont'd)

Direct Inward Dial (or "DID"): A service attribute that routes incoming calls directly to stations, by-passing a central answering point.

Direct Outward Dial (or "DOD"): A service attribute that allows individual station Users to access and dial outside numbers directly.

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

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

Emergency Number Service: A telephone exchange communication service whereby a Public Safety Answering Point (PSAP) designated by the Customer may receive telephone calls dialed to the telephone number 911. The 911 Services includes lines and equipment necessary for transferring and dispatching public emergency telephone calls originated by persons within the telephone central offices areas arranged for 911 calling.

Emergency Service Number (ESN): An ESN is a Selective Routing (SR) code assigned to each telephone number in an exchange where SR is provided to route E911 calls to an appropriate PSAP. The ESN defines the set of emergency services (e.g., police, fire, PSAP and medical) within a particular serving area. An ESN is associated with a primary possibly one or more secondary PSAPs.

Emergency Telephone Service Charge: A charge for the network start-up costs, custom notification costs, billing costs including an allowance for uncollectibles and network nonrecurring and recurring installation, maintenance, service, and equipment network charges of the Company providing 911 service.

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 ("LERG"), published by Bellcore.

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SECTION 1 - DEFINITIONS (Cont'd)

Exchange Telephone Company or Telephone Company: Denotes any individual, partnership, association, joint-stock Company, trust, or corporation authorized by the appropriate regulatory bodies to engaged in providing public switched communication service throughout an exchange area, and between exchange areas within the LATA.

Fiber Optic Cable: A thin filament of glass with a protective outer coating through which a light beam carrying communications signals may be transmitted by means of multiple internal reflections to a receiver, which translates the message.

Hearing Impaired: Those persons with communication impairments, including those hearing impaired, deaf, deaf/blind, and speech impaired persons who have an impairment that prevents them from communicating over the telephone without the aid of a telecommunications device for the deaf.

Hunting: Routes a call to an idle station line in a prearranged group when the called station line is busy.

Getting Started Package: Refers to package Company gives to each new Customer. The package includes information about the Company's services, service orders and contact numbers.

In-Only: A service attribute that restricts outward dial access and routes incoming calls to a designated answer point.

IXC or Interexchange Carrier: A long distance telecommunications services provider.

Kbps: Kilobits per second, 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 States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4.

Local Interconnection Trunking Service: A local circuit administration point, other than a cross-connect or an information outlet, that provides capability for routing and re-routing circuits.

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SECTION 1 - DEFINITIONS (Cont'd)

Mbps: Megabits, denotes millions of bits per second.

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

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

911 Service Area: The geographic area in which the Company will respond to all 911 calls and dispatch appropriate emergency assistance.

911 Trunks: Trunks between a serving central office and a PSAP or between two central offices, except where one of the central offices is a remote unit.

Non-Proprietary Calling Card: Refers to a calling card or travel card which can be billed by any carrier and used on any network, such as an Ameritech card issued in conjunction with local services; as opposed to a card issued by an IXC which can only be used on that carrier's network and billed by that carrier.

Non-Recurring Charge ("NRC"): The initial charge, usually assessed on a one-time basis, to initiate and establish service.

NPA: Numbering plan area or area code.

NXX: First three digits in a local phone number. Identifies the specific telephone Company central office which serves that number.

Other Telephone Company: An Exchange Telephone Company, other than the Company.

PBX: Private Branch Exchange

Point of Presence ("POP"): Point of Presence

PSAP Data Base Establishment and Update Service: Provides the PSAP with the initial list, as well as periodic updates of Customer names, telephone numbers and addresses for ALI.

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SECTION 1 - DEFINITIONS (Cont'd)

Public Safety Answering Point (PSAP) - a communications facility operated or answered on a 24-hour basis, assigned responsibility by a public agency or county to receive 911 calls and, as appropriate, to directly dispatch emergency response services, or to transfer or relay emergency 911 calls to other public safety agencies. It is the first point of reception by a public safety agency of a 911 call, and serves the jurisdictions in which it is located and other participating jurisdictions, if any.

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

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

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

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

Shared Inbound Calls: Refers to calls that are terminated via the Customer's Company-provided local exchange line.

Shared Outbound Calls: Refers to calls in Feature Group D (FGD) exchanges whereby the Customer's local telephone lines are presubscribed by the Company to the Company's outbound service such that "1 + 10-digit number" calls are automatically routed to the Company's or an IXC's network. Calls to stations within the Customer's LATA may be placed by dialing "10XXX" or "101XXXX" with 1 + 10-digit number."

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SECTION 1 - DEFINITIONS (Cont'd)

Tandem: A Class 4 switch facility to which NPA and NXX codes are subtended.

Three-Way Calling: Allows a station line User to add a third party to an existing conversation.

Traditional Operator Services: Traditional Operator Services are those services provided by the carrier in which the End User has a Customer relationship with the carrier, contracts with the Customer/End User to provide the services, and the Customer/End User pays for the actual processing of the operator assisted calls.

Two Way: A service attribute that includes outward dial capabilities for outbound calls and can also be used to carry inbound calls to a central point for further processing.

Usage Based Charges: Charges for minutes or messages traversing over local exchange facilities.

User or End User: A Customer, Joint User, or any other person authorized by a Customer to use service provided under this Tariff.

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SECTION 2 – REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

The Company undertakes to furnish communications service pursuant to the terms of this Tariff in connection with one-way and/or two-way information transmission originating from points within the state of Ohio, and terminating within a local calling area as defined herein.

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

2.1.2 Shortage of Equipment or Facilities

2.1.2.A. The furnishing of service under this Tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of facilities the Company obtains from other carriers to furnish service from time to time as required at the sole discretion of the Company, in a non-discriminatory manner consistent with the authority as granted by the Commission.

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SECTION 2 - REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.3 Terms and Conditions

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

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SECTION 2 - REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Limitations on Liability

- 2.1.4.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 2.5.
- 2.1.4.B. Except as specified in this Tariff, Company and its contractors shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages of any kind or nature arising out of or in connection with the installation, use, repair, performance or removal of the equipment, or other services in connection with the performance or failure to perform its obligations, including, but not limited to, loss of revenue or profits, regardless of the foreseeability thereof for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.

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SECTION 2 - REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Limitations on Liability (cont'd)

- 2.1.4.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.
- 2.1.4.D. Company shall not have any liability for or be responsible for any losses, costs, expenses, claims, liabilities or damages resulting from the Customer's failure to timely comply with the requirements in Section 2.3.1 below regarding emergency 911 service; Company shall be indemnified by Customer from any losses, costs, expenses, claims, liabilities or damages, including, but not limited to, third party claims, resulting from Customer's failure to comply with the requirements of Section 2.3.1.
- 2.1.4.E. Company shall have no responsibility or liability for responding to emergency 911 or other emergency referral calls. Company will make reasonable effort to determine the nearest public safety or law enforcement authorities and then route such calls to those authorities.

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SECTION 2 - REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Limitations on Liability (cont'd)

2.1.4.F. The Company shall not be liable for and shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, due to:

2.1.4.F.1 Any act or omission of: (a) the Customer, (b) any other entity, other than the underlying carrier, furnishing service, equipment or facilities for use in conjunction with services provided by the Company; or (c) common carriers or warehousemen, other than the underlying carrier, except as contracted by the Company;

2.1.4.F.2. Any delay or failure of performance or equipment due to acts of God, military action, wars, insurrections, riots, or strikes;

2.1.4.F.3. Any unlawful or unauthorized use of the Company's services;

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SECTION 2 - REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Limitations on Liability (cont'd)

2.1.4.F. (cont'd)

- 2.1.4.F.4. Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the material transmitted by means of Company-provided services; or by means of the combination of Company-provided facilities or services;
- 2.1.4.F.5. Changes in any of the 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 paragraph (A) of this Subsection 2.1.4.
- 2.1.4.F.6. Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises by the Company or any other carrier, installation or removal thereof;
- 2.1.4.F.7. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the facilities of any other carrier;

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SECTION 2 - REGULATIONS (Cont'd)

2.1 **Undertaking of the Company** (Cont'd)

2.1.4 **Limitations on Liability** (cont'd)

2.1.4.F. (cont'd)

- 2.1.4.F.8. Failure of Customer to comply with the requirements of Section 2.3.1.
- 2.1.4.F.9. Any noncompletion of calls due to network busy conditions;
- 2.1.4.F.10. Any calls not actually attempted to be completed during any period that service is unavailable;
- 2.1.4.F.11. And any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of the Company's services.
- 2.1.4.G. The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.
- 2.1.4.H. 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, except those expressly set forth herein.
- 2.1.4.I. 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.
- 2.1.4.J. Company shall not be liable to Customer or any other person, firm or entity for any failure of performance hereunder if such failure is due to acts of God, military action, wars, insurrections, riots, or strikes.

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SECTION 2 - REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.5 Notification of Service-Affecting Activities

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

2.1.6 Non-Routine Installation

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

2.1.7 Availability of Service

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

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SECTION 2 - REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.8 Universal Emergency Telephone Number Service

- 2.1.8.A. This Tariff does not provide for the inspection or constant monitoring of facilities to discover errors, defects or malfunctions in the service, nor does the Company undertake such responsibility.
- 2.1.8.B. 911 information consisting of the names, addresses and telephone numbers of all telephone customers is confidential. The Company will release such information via the Data Management System only after a 911 call has been received, on a call by call basis, only for the purpose of responding to an emergency call in progress.
- 2.1.8.C. The 911 calling party, by dialing 911, waives the privacy afforded by non-listed and non-published service to the extent that the telephone number, name, and address associated with the originating station location are furnished to the Public Safety Answering Point.
- 2.1.8.D. After the establishment of service, it is the Public Safety Agency's responsibility to continue to verify the accuracy of and to advise the Company of any changes as they occur in street names, establishment of new streets, changes in address numbers used on existing streets, closing and abandonment of streets, changes in police, fire, ambulance or other appropriate agencies' jurisdiction over any address, annexations and other changes in municipal and county boundaries, incorporation of new cities or any other similar matter that may affect the routing of 911 calls to the proper Public Safety Answering Point.

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SECTION 2 - REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.8 Universal Emergency Telephone Number Service (cont'd)

- 2.1.8.E. The Company assumes no liability for any infringement, or invasion of any right of privacy or any person or persons caused or claimed to be caused directly or indirectly by the use of 911 Service. Under the terms of this Tariff, the Public Safety Agency must agree, except where the events, incidents, or eventualities set forth in this sentence are the result of the Company's gross negligence or willful misconduct, to release, indemnify, defend and hold harmless the Company from any and all loss or claims whatsoever, whether suffered, made, instituted, or asserted by the Public Safety Agency or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage, or destruction of any property, whether owned by the Customer or others. Under the terms of this Tariff, the Public Safety Agency must also agree to release, indemnify, defend and hold harmless the Company for any infringement of 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 911 Service features and the equipment associated therewith, or by any services furnished by the Company in connection therewith, 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 911 Service hereunder, and which arise out of the negligence or other wrongful act of the Public Safety Agency, its User, agencies or municipalities, or the employees or agents of any one of them, or which arise out of the negligence, other than gross negligence or willful misconduct, of the Company, its employees or agents.

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SECTION 2 - REGULATIONS (Cont'd)

2.2 **Prohibited Uses**

- 2.2.1. 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.
- 2.2.2. 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 the Commission's regulations, policies, orders, and decisions.
- 2.2.3. 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.
- 2.2.4. 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 as stated in this Tariff will apply.

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SECTION 2 - REGULATIONS (Cont'd)

2.3 **Obligations of the Customer**

2.3.1 **General**

The Customer shall be responsible for:

- 2.3.1.A. the payment of all applicable charges pursuant to this Tariff;
- 2.3.1.B providing Company with the following information which is needed by Company in order to identify the source of certain emergency calls:
 - 2.3.1.B.1. **PBX Information.** Customer shall provide Company with detailed information related to multi-location private branch exchanges ("PBX") and one Customer PBXs operating within the Customer's premises or otherwise connected to Company's telecommunication service through Customer. Such information shall include the End-User addresses corresponding to all telephone lines operating through the PBX and such other information, as requested by Company, which will enable Company to determine, in the event of an emergency 911 call routed through a PBX, the physical location from which the call was made. Customer shall continually update this information and shall immediately notify Company of any changes related to this information. Customer shall indemnify and hold Company harmless from any and all losses, damages, costs, expenses, claims, or liabilities resulting from the Customer's failure to immediately provide or update this information to Company, including, but not limited to, any and all losses, costs, expenses, claims, liabilities or damages, including third party claims, related to the failure to respond to an emergency 911 telephone call.

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SECTION 2 - REGULATIONS (Cont'd)

2.3 **Obligations of the Customer** (Cont'd)

2.3.1 **General** (cont'd)

2.3.1.B (cont'd)

2.3.1.B.2. **Automatic Number Identification.** In addition to providing the information requested in Subsection 2.3.1.B.1. above, Customer shall provide and continually update Company with the correct true automatic number identification (ANI) for each telephone line operating through a PBX on Customer's premises or otherwise connected to Company's telecommunication service(s) through Customer. Customer recognizes that it may be necessary to purchase and install additional equipment in order to provide the ANI information and that Customer is solely responsible for all costs and expenses related to this equipment. Customer shall indemnify and hold Company harmless from any and all losses, damages, costs, expenses, claims, or liabilities arising from the Customer's failure to immediately provide or update this information to Company, including, but not limited to, any and all losses, damages, costs, expenses, liabilities or claims, including third party claims, related to the failure to respond to an emergency 911 phone call.

2.3.2 **Liability of the Customer**

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.

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SECTION 2 - REGULATIONS (Cont'd)

2.4 Payment Arrangements

2.4.1 Advance Payments

To safeguard its interests, the Company may require a Customer to make an advance payment before services are furnished, where special construction is involved. The advance payment will not exceed an amount equal to the estimated non-recurring charges for the special construction. The advance payment will be credited to the Customer's initial bill. Advance payments do not accrue interest. An advance payment may be required in addition to a deposit.

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SECTION 2 - REGULATIONS (Cont'd)

2.4 Payment Arrangements (Cont'd)

2.4.3 Denial or Termination of Service

- 2.4.3.A. The Company may deny or terminate any or all local service at one or more or all of the same Customer's premises for the following reasons:
 - 2.4.3.A.1. Abandonment of the service;
 - 2.4.3.A.2. Abuse or fraudulent use of service
 - 2.4.3.A.3. Any other violation of the regulations of the Telephone Company; or
 - 2.4.3.A.4. Upon objection to the continuance of service made by or on behalf of any governmental authority.
- 2.4.3.B. Subsequent to the completion of an order to discontinue local service, it will be re- established only upon the basis of a new service application.
- 2.4.3.C. In addition to termination of local service for the above reasons, the nonpayment of toll charges may result in the disconnection of toll service.
 - 2.4.3.C.1 The Company may disconnect the toll service of a Customer who fails to pay charges for toll service provided by the Company or an IXC as pursuant to Case No. 95- 790- TP-COI.
 - 2.4.3.C.2. Disconnection of a Customer's local exchange service or toll service for nonpayment of charges shall be made in accordance with the rules as specified in this paragraph 1.5.

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SECTION 2 - REGULATIONS (Cont'd)

2.4 Payment Arrangements (Cont'd)

2.4.3 Denial or Termination of Service (cont'd)

2.4.3.C. (cont'd)

- 2.4.3.C.1. The Telephone Company shall apportion partial payments to regulated local service charges first, then toll charges before applying payments to charges for all other services.
- 2.4.3.C.2. The Telephone Company shall respond promptly to Customer inquiries pertaining to charges for IXC toll services, either by handling the inquiry itself, or referring it to the IXC, depending on the nature of the Customer's inquiry.
- 2.4.3.C.3 When service is restored after temporary denial, the Telephone Company will make a pro rata allowance at the schedule rate for the service denied, beginning with the day following the denial. However, when the service is restored on the same day as the denial, no credit will be given.
- 2.4.3.C.4. Abuse or fraudulent use includes, but is not limited to:
 - a. the use of service or facilities of the Telephone Company for a call or calls anonymous or otherwise, if in a manner reasonably to be expected to frighten, abuse, torment or harass another;
 - b. the use of profane or obscene language;
 - c. the impersonation of another with fraudulent intent;
 - d. the use of the service in such a manner as to interfere with the service of others or to prevent others from making or receiving calls over their telephone service;

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SECTION 2 - REGULATIONS (Cont'd)

2.4 Payment Arrangements (Cont'd)

2.4.3 Denial or Termination of Service (cont'd)

2.4.3.C. (cont'd)

2.4.3.C.4. (cont'd)

- e. the use of the service for any purpose other than as a means of communication;
- f. the use of service or facilities of the Telephone Company to transmit a message or to locate a person or otherwise to give or obtain information, without the payment of the applicable local message charge or message toll charge; and
- g. the obtaining, or attempting to obtain, or assisting another to obtain or attempt to obtain, local or message toll telephone service, by rearranging, tampering with, or making connection with any facilities of the Telephone Company, or by any trick, scheme, false representation, or false credit device, or by or through any other fraudulent means or device whatsoever, with intent to avoid the payment, in whole or part, of the regular charge for such service.

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SECTION 2 - REGULATIONS (Cont'd)

2.5 Allowances for Interruption in Service

2.5.1 Limitations of Allowances

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

- 2.5.1.A. Due to the negligence of or noncompliance with the provisions of this Tariff by the Customer, Authorized User, or Joint-User;
- 2.5.1.B. Due to the negligence of any person, including but not limited to the Customer, but not including the Company, its agent, or its underlying carrier;
- 2.5.1.C. Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- 2.5.1.D. Occurs as a result of military action, wars, insurrections, riots, or strikes;
- 2.5.1.E. 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;
- 2.5.1.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.

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SECTION 2 - REGULATIONS (Cont'd)

2.5 Allowances for Interruption in Service (Cont'd)

2.5.2 Use of Alternative Service Provided by the Company:

Where the Company bears no liability for the interruption and the Customer elects to use an alternative service provided by the Company during the period that a service is interrupted, the Customer must pay the applicable tariffed rates and charges.

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SECTION 2 - REGULATIONS (Cont'd)

2.6 Cancellation of Service/Termination Liability

2.6.1 Cancellation of Service

If a Customer cancels a service order or terminates services before the completion of the term for any reason (i) other than a service interruption (as defined in Section 2.5) or (ii) where the Company breaches the terms in the service contract, Customer may be requested by the Company to pay to the Company termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in Section 2.4.

2.6.2 Termination Liability

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

2.6.2.A.1. All unpaid non-recurring charges for costs reasonably expended by the Company to establish service to the Customer that are subject to deferred payment arrangements, plus;

2.6.2.A.2. Any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus;

2.6.2.A.3. The difference between the total actual monthly recurring charges to Customer for the Service during the entire time the Service was provided to Customer and the total monthly recurring charges which Customer would have paid or which Customer would have been required to pay if the Service had been based on a month to month term using the Company's most recent tariffed prices at the time of cancellation.

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SECTION 2 - REGULATIONS (Cont'd)

2.6 Cancellation of Service/Termination Liability (Cont'd)

2.6.2 Termination Liability (cont'd)

- 2.6.2.B. Either party shall have the right to cancel services without liability if Company is prohibited from furnishing the Service or if any material rate or term contained herein is substantially changed by order of the Commission, the Federal Communications Commissions, or highest court of competent jurisdiction to which the matter is appealed, or other local, state or federal government authority.

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SECTION 2 - REGULATIONS (Cont'd)

2.7 Customer Liability for Fraud and Unauthorized Use of the Network

2.7.1 Unauthorized Use of Network

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

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SECTION 2 - REGULATIONS (Cont'd)

2.8 Notices and Communications

- 2.8.1 The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.8.2 The Company shall designate on the Service Order and address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 2.8.3 All notices or other communications required to be given pursuant to this Tariff will be in writing. Notices and other communications of either party, and bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.8.4 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 sent forth herein.

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SECTION 2 - REGULATIONS (Cont'd)

2.9 Universal Emergency Number Service 9-1-1

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

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

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

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

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SECTION 3 - SERVICE DESCRIPTIONS

3.1 Basic Local Exchange Service Description: The Company's Local Telephone Service provides a residential or business Customer with the ability to:

- Place or receive calls to any calling Station in the Customer's local calling area, as defined herein;
- Access enhanced Universal Emergency Number 911 Service; and
- Access Telecommunications Relay Service.

The following Company Services for residence/business Customers are offered in this Tariff:

Residential Basic Local Exchange Service
Business Basic Local Exchange Service
Main Number Retention – Number Portability
Service Order and Service Change Charges
Emergency Services Calling

All services offered in this Tariff are subject to service order and service change charges where the Customer requests new services or changes in existing services, as well as indicated Non-Recurring and Monthly Recurring Charges.

Basic Local Exchange Service is subject to the Public Utility Commission of Ohio service requirements for Basic Local Exchange Service found in Rule 4901:1-6-12 of the Administrative Code.

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SECTION 3 - SERVICE DESCRIPTIONS (Cont'd)

3.2 Basic Local Exchange Service Offerings:

3.2.1 Main Number Retention (Number Portability)

Main Number Retention is an optional feature by which a Customer, who was formally a Customer of another certified local exchange carrier at the same premises location, may retain its main telephone numbers and main fax numbers for use with the Company-provided Exchange Services. Main Number Retention service is only available in areas where the Company maintains some form of number retention arrangement with the Customer's former local exchange carrier.

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SECTION 3 - SERVICE DESCRIPTIONS (Cont'd)

3.2 Basic Local Exchange Service Offerings: (Cont'd)

3.2.2 Basic Local Exchange Service Local Calling Scope

<u>Super-Net Exchange Area</u>	<u>LATA</u>	<u>Exchange Areas in Local Calling Area</u>
Apple Creek	923	Apple Creek, Fredericksburg, Kidron, Orrville, and Wooster
Beach City	325	Beach City, Bolivar, Brewster, Massillon, Navarre, Strasburg, and Wilmot
Bolivar	325	Beach City, Canton, Mineral City, New Philadelphia, Strasburg
Brewster	325	Brewster, Beach City, Massillon, Navarre, and Wilmot
Burbank	325	Burbank, Congress, Creston, Lodi, West Salem, and Wooster
Canal Fulton	325	Canal Fulton, Manchester, Massillon, and North Canton
Canton	325	Canton, Beach City, Bolivar, Brewster, Carrollton, Dellroy, Hartville, Louisville, Magnolia-Waynesburg, Malvern, Marlboro, Massillon, Mineral City, Minerva, Navarre, North Canton, Paris
Creston	325	Creston, Burbank, Creston, Seville, Westfield Center, and Wooster
Dalton	325	Dalton, Kidron, Massillon, Orrville, and Wooster
Fredericksburg		Fredericksburg, Apple Creek, Holmesville, Kidron, Millersburg, Wooster
Greensburg	325	Greensburg, Akron, Manchester, Uniontown

(LATA 325 Akron; LATA 923 Lima-Mansfield; LATA 328 Dayton)

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SECTION 3 - SERVICE DESCRIPTIONS (Cont'd)

3.2 Basic Local Exchange Service Offerings: (Cont'd)

3.2.2 Basic Local Exchange Service Local Calling Scope (cont'd)

<u>Super-Net Exchange Area</u>	<u>LATA</u>	<u>Exchange Areas in Local Calling Area</u>
Magnolia-Waynesbg	325	Canton, Dellroy, Malvern, Mineral City, North Canton
Manchester (Summit)	325	Manchester, Akron, Canal Fulton, Greensburg
Marshallville	923	Orrville, Rittman, Smithville, Wooster
Massillon	325	Massillon, Beach City, Brewster, Canal Fulton, Canton, Dalton, Navarre, North Canton, Wilmot
Millersburg	923	Berlin, Big Prairie, Coshocton, Danville, Fredericksburg, Glenmont, Holmesville, Killbuck, Nashville, Shreve, Wilmont
Navarre	325	Navarre, Beach City, Brewster, Canton, Massillon
North Canton	325	North Canton, Canal Fulton, Canton, Hartville, Loiusville, Massillon
Orrville	923	Orrville, Apple Creek, Dalton, Kidron, Marshville, Smithville, Wooster
Shreve	923	Shreve, Big Prairie, Holmesville, Millersburg, Nashville, Wooster
Smithville	923	Smithville, Marshallville, Orrville, Rittman, Sterling, Wooster
Sugarcreek	325	Baltic, Berlin, New Philadelphia , Wilmont
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Wilmot	325	Wilmot, Beach City, Berlin, Brewster, Massillon, Millersburg, Wooster
Wooster	923	Wooster, Apple Creek, Big Prairie, Burbank, Congress, Creston, Dalton, Fredericksburg, Holmesville, Kidron, Marshallville, Orrville, Rittman, Shreve, Smithville, Sterling, West Salem, Wilmot

(LATA 325 Akron; LATA 923 Lima-Mansfield; LATA 328 Dayton)

SECTION 3 - SERVICE DESCRIPTIONS (Cont'd)

3.3 Basic Local Exchange Service Rates and Charges:

3.3.1 Basic Local Exchange Service – Rates and Charges

Basic Local Exchange Service Customer's will be charged applicable Non-Recurring Charges, and monthly Recurring Charges as specified in Section 3.

3.3.1.A Non-Recurring Charges

	<u>Residence</u>	<u>Business</u>
	<u>Max. Rate</u>	<u>Max. Rate</u>
Service Connection Charge, per line	\$ 54.00	\$ 99.00
Account Change Charge (Changes, Additions per order)	\$ 5.00	\$ 15.00

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SECTION 3 - SERVICE DESCRIPTIONS (Cont'd)

3.3 Service Rates and Charges: (Cont'd)

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SECTION 3 - SERVICE DESCRIPTIONS (Cont'd)

3.4 Basic Local Exchange Service Area:

3.4.1. Exchange Area Boundaries and Maps

The administration of exchange area boundaries shall be in accordance with Exhibit A, Boundaries, associated with Rule 4901;1-3-06 of the Code of Rules and Regulations of The Public Utilities Commission of Ohio, in which the Telephone Company concurs.

3.4.4 List of Local Access and Transport Areas

The LATA's and the associated exchanges are as follows:

3.4.4.A.

<u>Super-Net</u>	<u>OTHER TEL. COS</u>	<u>LATA</u>
Apple Creek	Embarq fka United Telephone	923
Beach City	Verizon North, Inc. fka GTE North, Inc.	325
Bolivar	AT&T, Inc. fka Ameritech	325
Brewster	Verizon North, Inc. fka GTE North, Inc.	325
Burbank	Verizon North, Inc. fka GTE North, Inc.	325
Canal Fulton	AT&T, Inc. fka Ameritech	325
Canton	AT&T, Inc. fka Ameritech	325
Creston	Verizon North, Inc. fka GTE North, Inc.	325
Dalton	Verizon North, Inc. fka GTE North, Inc.	325
Fredericksburg	Embarq fka United Telephone	923
Greensburg	Verizon North, Inc. fka GTE North, Inc.	325
Magnolia-Waynesbg	AT&T, Inc. fka Ameritech	325
Manchester	AT&T, Inc. fka Ameritech	328
Marshallville	Embarq fka United Telephone	923
Massillon	AT&T, Inc. fka Ameritech	325
Millersburg	Embarq fka United Telephone	923
Navarre	AT&T Inc. fka Ameritech	325
North Canton	AT&T, Inc. fka Ameritech	325
Orrville	Embarq fka United Telephone	923
Shreve	Embarq fka United Telephone	923
Smithville	Embarq fka United Telephone	923
Sugarcreek	Verizon North, Inc. fka GTE North, Inc.	325
Wilmot	Verizon North, Inc. fka GTE North, Inc.	325
Wooster	Embarq fka United Telephone	923

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Super-Net, Inc.
Local Exchange Services
P.U.C.O. No. 1
Effective Price List

Original Title Page

ADDENDUM A

EFFECTIVE PRICE LIST

APPLYING TO

BASIC LOCAL EXCHANGE SERVICE

WITHIN THE STATE OF OHIO

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Original Page 1

PRICE LIST

1. Local Exchange Service

		<u>Business</u>	<u>Residence</u>
A)	Non-Recurring Charges		
	Service Connection Charge (per line)	\$ 45.00	\$ 35.00
	Account Change Charge	\$ 15.00	\$ 15.00
	Telephone Number Change Charge	\$ 20.00	\$ 20.00
B)	Monthly Recurring Charges	<u>Business</u>	<u>Residence</u>
1.)	Service Rates	\$ 47.95	\$ 15.95
2.)	911 Fee	\$ 0.12	\$ 0.12

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