

Local Exchange Service

ValTech Communication
2020 Brice Rd. Suite 210
Reynoldsburg, OH 43068

PUCO Tariff No. 1
Title Sheet
Section A

TITLE SHEET

EXCHANGE SERVICES TARIFF

Descriptions, Regulations, Rates and Charges applicable to services furnished by **ValTech Communications** ("ValTech Communications" or "Company"), including dedicated line and message services and switched exchange services for locations served to and from points in the State of Ohio. (T)
(T)

Issued: April 18, 2005

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Filed under authority by Order of the Public Utilities Commission of Ohio
in Case No. 04-1351-TP-ATA

ValTech Communications
2020 Brice Rd. Suite 210
Reynoldsburg, OH 43068

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(M) Material now appearing on this page previously appeared on Section B Third Revised Sheet 3, Section 15.
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PUCO Tariff No. 1
Explanation of Symbols
Section C

EXPLANATION OF SYMBOLS

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

- (C) - To signify changed regulation
- (D) - To signify discontinued rate or regulation
- (I) - To signify increased rate
- (M) - To signify **matter relocated without change**
- (N) - To signify new rate or regulation
- (R) - To signify reduced rate
- (S) - To signify reissued matter
- (T) - To signify a change in text but no change in rate or regulation
- (Z) - To signify a correction

(T)

(T)

(N)

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PUCO Tariff No. 1
Application of Tariff
Section D

APPLICATION OF TARIFF

This tariff applies to service offerings provided by **ValTech Communications**.

(T)

With respect to local service, the Company provides service to customers in those areas served by a facilities-based carrier with which the Company has executed an interconnection agreement.

The Company will provide service in areas in which valid interconnects agreement are in effect. Copies of the correspondence with the intended parties for interconnect agreements are included.

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1. DEFINITIONS

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

Access Services: The Company's intrastate telephone services offered pursuant to this tariff.

(D)
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(D)
(D)

Authorized User: The term, authorized user, denotes a person, firm or corporation who is authorized by the customer to utilize the Company.

(D)

Basic Local Exchange Services: Residential-end-user access to and usage of telephone-company-provided services over a single line or small-business-end-user access to and usage of telephone-company-provided services over the primary access line of service, which in the case of residential and small-business access and usage is not part of a bundle or package of service, that does both of the following:

(C)

(a) Enables a customer to originate or receive voice communications within a local service area as that area exists on the effective date of the amendment of this section by S.B. 162 of the 128th general assembly;

(b) Consists of all of the following services:

(i) Local dial tone service;

(ii) For residential end users, flat-rate telephone exchange services;

(iii) Touch tone dialing service;

(iv) Access to and usage of 9-1-1 services, where such services are available

(v) Access to operator services and directory assistance;

(vi) Provision of a telephone directory in any reasonable format for no additional charge and a listing in that directory, with reasonable accommodations made for private listings;

(vii) Per call, caller identification blocking services;

(viii) Access to telecommunications relay service; and

(ix) Access to toll presubscription, interexchange or toll providers or both, and networks of other telephone companies.

(D)
(D)

1. DEFINITIONS (cont'd)

Central Office End: The term "Central Office End" denotes that end of a foreign exchange channel at which subscriber has a dial access to a telephone company central office.

(D)
(D)
(D)

Company: ValTech Communications

(D)
(D)
(D)

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"), issued by Bellcore.

(M)

Exchange: Means a geographical service area established by an incumbent local exchange carrier and approved by the Commission, which usually embraces a city, town, or village and a designated surrounding or adjacent area. It typically encompasses one or more central offices, together with the associated plant used in furnishing telecommunications service to the general public. There are currently 748 exchanges in the state.

Exchange Area: The term "Exchange Area" denotes a geographically defined area wherein the telephone industry through the use of maps or legal descriptions sets down specified areas where individual telephone companies hold themselves out to provide communications service.

(M)

(M) Material now appearing on this page previously appeared on Section 1 Original Sheet 3.

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Section 1
First Revised Sheet 3
Replaces Original Sheet 3

1. DEFINITIONS (cont'd)

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 Calling Area: Unless otherwise specified, local calling area for the Company shall be the same as the local calling area established by the LEC in the area where service is being provided.

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

(M)
(D)
(M1)

(M1)

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PUCO Tariff No. 1

Section 1
First Revised Sheet 4
Replaces Original Sheet 4

1. DEFINITIONS (cont'd)

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

(M)
(D)
(M1)

Premises: The term "Premises" denotes a building or buildings on contiguous property (except railroad rights-of-way, etc.) not separated by a public highway.

(M2)

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

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

(M2)

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

(M3)

- (M) Material previously appeared on this page now appears on Section 1 First Revised Sheet 3.
- (M1) Material now appearing on this page previously appeared on Section 1 Original Sheet 5.
- (M2) Material now appearing on this page previously appeared on Section 1 Original Sheet 6.
- (M3) Material now appearing on this page previously appeared on Section 1 Original Sheet 8.

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1. DEFINITIONS (cont'd)

NID: Network Interface Devcie. An electronic device that connects the telephone line and the POTS splitter to the local loop. (N)

Nighttime: The term "Nighttime" denotes 11:00 p.m. to but not including 8:00 a.m. local time at the originating terminal Monday through Friday, anytime on Saturday, and all day Sunday except 5:00 p.m. to 11:00 p.m.

Nonfacilities-Based Local Exchange Carrier: Any person, firm, copartnership, voluntary association, joint-stock association, company, or corporation that does not own, operate, manage, or control plant or equipment but that is in the business of reselling basic local exchange service to consumers on a common carrier basis.

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 SBC 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. (T)

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

Normal Work Hours: The term "Normal Work Hours" denotes the time after 8:00 a.m. and before 5:00 p.m. Monday through Friday excluding Company recognized holidays.

("NPA"): Numbering plan area or area code.

Off-Net: A means for carrying traffic to or from the customer's premises, where the Company leases Other Telephone Company's facilities to deliver traffic to customer location. (Off-Net traffic consists of all traffic that is not considered to be On-Net traffic.)

On-Net: A means for carrying traffic to or from the customer's premises, where the Company connects to the MPOP in a customer building or on a customer's premises using only Company-owned fiber. On-Net traffic is delivered to customer exclusively over facilities of the Company.

Operator Dialed Charge: The end user places the call without dialing the destination number, although the capability to do it himself exists. The end user will dial "0" for local calls and "00" for long distance calls and then requests the operator to dial the called station.

Operator Services: Operator Handled Calling Services are provided to customers and Users of Company-provided Exchange Services.

Other Common Carrier ("OCC"): The term "Other Common Carrier" denotes a specialized or other type of common carrier authorized by the Federal Communications Commission to provide domestic or international communications service.

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

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1. DEFINITIONS (cont'd)

POTS: Plain Old Telephone Service. The basic service supplying standard single line telephones, telephone lines and access to the public switched network. (N)

Person-to-Person: Calls completed with the assistance of a Company operator to a particular person, station, department, or PBX extension specified by the calling party. Charges may be billed to the customer's commercial credit card and/or LEC calling card, called station, or a designated third-party station.

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

Premises: The term "Premises" denotes a building or buildings on contiguous property (except railroad rights-of-way, etc.) not separated by a public highway.

Private Branch Exchange (PBX): A service switching device, either automatically or manually operated, serving terminal equipment and providing network access. (N)

Rapid-Dial: The term "Rapid-Dial" refers to a dial-up service option where Company supplies or arranges for the supply of a network accessing dialer so that a customer dials all phone numbers as if the Company network were not to be involved.

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

Regular Billing: The term "Regular Billing" denotes a standard bill sent in the normal monthly Company billing cycle. This billing consists of one bill for each account assigned to the customer with explanatory detail showing the derivation of the charges.

Resp. Org.: "Resp. Org." is the responsible organization designated by the customer as the long distance carrier it wishes to have control any 800 number to which the customer is entitled.

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

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

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

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1. DEFINITIONS (cont'd)

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 (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."

Special Billing Arrangement: The term "Special Billing Arrangement" denotes an arrangement under which Company will at the request of a customer, provide additional billing functions such as separate breakdowns of overall total billing into sub-bills to facilitate customer's internal accounting procedures.

Station-to-Station: Refers to calls other than person-to-person calls billed to either the end user's commercial credit card and/or non-proprietary calling card. Calls may be dialed with or without the assistance of a Company operator. Collect calls to coin telephones and transfers of charges to third telephones which are coin telephones will not be accepted.

Subscriber End: The term "Subscriber End" denotes that end of a foreign exchange channel at which a customer is connected by a local distribution facility to Company's network terminal office.

Subscriber Terminal: The term "Subscriber Terminal" denotes the termination of the Company, DAL at the customer's premises.

Suspension of service: A temporary discontinuance of service at the subscriber's request without termination of contract.

Switch: The term "Switch" denotes an electronic device which is used to provide circuit sharing, routing, and control.

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

Third Number Billing: Calls where the person originating the call specifies to a telephone company operator to bill the call to an authorized station, as determined by the Telephone Company, other than the station originating the call, or the station where the call is terminated.

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

Time Charges: As an add-on service to the operator, time and charges for the call will be provided to the caller when the called party disconnects.

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.

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Sheet 8

1. DEFINITIONS (cont'd)

Transparent Access: As used by Company, transparent access means that users access the Company network as they would AT&T with 1+ Area Code and number called only, omitting both the access and security code numbers in their manual dialing routine.

Travel Access: Travel Access to the Company network can be utilized whenever a customer is at a location that cannot access a Company switch site on a toll free basis. Company Travel Access feature uses interconnect agreements and 800 lines to access the Company network from any of the lower 48 states, Puerto Rico, and/or the Virgin Islands.

Travel Access utilization is exactly the same as local network utilization with respect to procedures. Rates for Travel Access service vary from dial-up service only in the per minute rate. (See Section 3.3). Usage charges for Travel Access are rounded to the next highest minute. (T)

Trunk: A circuit over which subscriber's messages are sent between tow central offices or between the central office and a private branch exchange system or key system. (N)

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.

Universal Termination WATS (UTW): This is a Company service offering where customers pay one rate per minute per call, regardless of the distance being called. UTW billing is not mileage sensitive but all other Dial-Up regulations apply.

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.

ValTech Communications: ValTech Communications, the issuer of this tariff, also referred to as "Company". (N)

Zero Negative ("0-"): The customer dials only "0" and all additional network functions are performed by the operator.

Zero Plus Mechanized ("0+"): Operator assistance utilizing a machine instead of a live operator. Interaction requires the caller to use a touch-tone telephone.

Zero Plus Time Out ("0+ "): A "0+" mechanized feature that allows people without a touch-tone telephone to revert to a live operator.

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PUCO Tariff No. 1
Section 2
Sheet 1

2. RULES AND REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

The Company is a local reseller providing intercity telecommunications service for transmission of voice, data, facsimile, and their special service on a switched and dedicated basis. Company stands ready to provide technical assistance to the customer to the extent of properly matching the customer's equipment with that of the Company, in order to help him meet the customer's requirements for interexchange or local communications service.

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.

2.1.2 Shortage of Equipment or Facilities

The furnishing of service under this tariff is subject to the availability of facilities the Company must obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

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PUCO Tariff No. 1
Section 2
Sheet 2

2. RULES AND REGULATIONS (cont'd)

2.1 Undertaking of the Company (cont'd)

2.1.3 Terms and Conditions

- A. Service is provided based on a minimum period of at least one calendar month, 24-hours per day. For computing charges in this tariff, a month is considered to have thirty (30) days. (C)
- B. 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.
- 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.
- 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.
- 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
Sheet 3

2. RULES AND REGULATIONS (cont'd)

2.1 Undertaking of the Company (cont'd)

2.1.3 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 jointly attempt to obtain from the owner of the property access for the other party to serve a person or entity.
- H. The Company hereby reserves its rights to establish service packages specific to a particular customer. These contracts may or may not be associated with volume and/or term discounts.

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PUCO Tariff No. 1
Section 2
Sheet 4

2. RULES AND REGULATIONS (cont'd)

2.1 Undertaking of the Company (cont'd)

2.1.4 Limitations on Liability

- A. Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representatives, or use of these services or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the customer for interruptions in service as set forth in Section 2.7.
- B. Except for the extension of allowances to the customer for interruptions in service as set forth in Section 2.7, the Company shall not be liable to a customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary 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.
- 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, and will include such interest as might be required by Commission rules.
- D. The Company's liability for any service or performance failure caused by an civil commotion, strike, lockout, work stoppage or other labor difficulty; or any terrorist activity or other criminal acts; shall be governed by the Commission's rules and regulations. (M)

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Sheet 5

2. RULES AND REGULATIONS (cont'd)

2.1 Undertaking of the Company (cont'd)

2.1.4 Limitations on Liability (cont'd)

- E. 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:
1. Any act or omission of: (A. the customer, (B. any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (C. common carriers or warehousemen, except as contracted by the Company;
 2. Any unlawful or unauthorized use of the Company's facilities and services;
 3. 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;
 4. Breach in the privacy or security of communications transmitted over the Company's facilities;
 5. Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the customer, in which event the Company's liability is limited as set forth in paragraph (A. of this Subsection 2.1.4.
 6. Defacement of or damage to customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;
 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 Company's facilities;
 8. Any noncompletion of calls due to network busy conditions;
 9. Any calls not actually attempted to be completed during any period that service is unavailable; and

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2. RULES AND REGULATIONS (cont'd)

2.1 Undertaking of the Company (cont'd)

2.1.4 Limitations on Liability (cont'd)

10. 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.
- F. The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.
- G. The Company makes no warranties or representations, EXPRESS OR IMPLIED, either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.
- H. Failure by the Company to assert its rights pursuant to one provision of this tariff does not preclude the Company from asserting its rights under other provisions.
- I. Approval of the above tariff language by the PUCO does not constitute a determination by the Commission that the limitation of liability imposed by the Carrier should be upheld in a court of law. Approval by the Commission merely recognizes that since it is a court's responsibility to adjudicate negligence and consequent damage claims, it is also the court's responsibility to determine the validity of the exculpatory clause.

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.

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Sheet 7

2. RULES AND REGULATIONS (cont'd)

2.1 Undertaking of the Company (cont'd)

2.1.6 Provision of Equipment and Facilities

- A. 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, and 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.
- B. 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.
- C. Equipment the Company provides or installs at the customer premises for use in connection with the services the Company offers, may not be used for any purpose other than that for which the equipment is provided.
- D. Except as otherwise indicated, customer provided station equipment at the customer's premises for use in connection with this service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.
- E. The Company shall not be responsible for the installation, operation, or maintenance of any customer provided communications equipment. Where such equipment is connected to the 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 through 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; and
 - 3. Network control signaling where such signaling is performed by customer-provided network control signaling equipment.

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2. RULES AND REGULATIONS (cont'd)

2.1 Undertaking of the Company (cont'd)

2.1.7 Non-routine Installation

At the customer's request, installation and/or maintenance are 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 starts during regular business hours but at the customer's request, extends beyond regular business hours into times including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

2.1.8 Special Construction

Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction of facilities undertaken on a reasonable efforts basis at the request of the customer. Special construction is construction undertaken:

- A. Where facilities other than cable pairs 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; and
- H. In advance of its normal construction.

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2. RULES AND REGULATIONS (cont'd)

2.1 Undertaking of the Company (cont'd)

2.1.9 Ownership of Facilities

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

2.2 Prohibited Uses

- A. The services the Company offers shall not be used for any unlawful purpose or for any use as to which the customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- B. The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws of the Public Utilities Commission of Ohio regulations, policies, orders, and decisions.
- C. The Company may block any signals transmitted over its Network by customers, which cause interference to the Company or other users. Customer shall be relieved of all obligations to make payments for charges relating to any blocked service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.
- D. A customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a customer to transfer its existing service to another entity 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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2. RULES AND REGULATIONS (cont'd)

2.3 Obligations of the Customer

2.3.1 General

The customer shall be responsible for:

- A. The payment of all applicable charges pursuant to this tariff;
- B. 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 equipment, space and power to operate Company facilities and equipment installed on the premises of the customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- D. Obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide Communications Services to the customer from the cable building entrance or property line to the location of the equipment space described in Section 2.3.1(C). Any and all costs associated with the obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company provided facilities, shall be borne entirely by, or may be charged by the Company to the customer. The Company may require the customer to demonstrate its compliance with this section prior to accepting an order for service.
- E. Providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company. The customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g., friable asbestos) prior to any construction or installation work.

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2. RULES AND REGULATIONS (cont'd)

2.3 Obligations of the Customer (cont'd)

2.3.1 General (cont'd)

- F. Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any customer premises or the rights-of-way for which customer is responsible under Section 2.3.1(D); 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;
- 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; and
- I. Company shall be indemnified and held harmless by the customer against claims of libel, slander, or the infringement of copyright, or for the unauthorized use of any trademark, trade name, or service mark, arising from the material transmitted over the channels, against claims for infringement of patents arising from, combining with, or using in connection with, service furnished by Company apparatus and systems of the customer in connection with the service provided by Company.

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2. RULES AND REGULATIONS (cont'd)

2.3 Obligations of the Customer (cont'd)

2.3.2 Liability of the Customer

- A. The customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the customer, its officers, employees, agents, 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 tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.
- C. The customer shall not assert any claim against any other customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other customer or user and not by any act or omission of the Company. Nothing in this tariff is intended either to limit or to expand the customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

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2. RULES AND REGULATIONS (cont'd)

2.4 Customer Equipment and Channels

2.4.1 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, except as otherwise stated in this tariff. 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 except as specifically stated in this tariff.

2.4.2 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 MPOP.
- 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.

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2. RULES AND REGULATIONS (cont'd)

2.5 Customer Deposits and Advance Payments

2.5.1 Advance Payments

(Reserved For Future Exceptions)

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2.5.2 Deposits

- A. To safeguard its interests, the Company may require the customer to make a deposit to be held as a guarantee for the payment of charges in accordance Rule 4901:1-17-05 of the Ohio Administrative Code. A deposit may be required if the customer's financial conditions are not acceptable to the Company or is not a matter of general knowledge. A deposit does not relieve the customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to two (2) month's charges for tariffed services plus 30% of the monthly estimated charge for a specified customer or; two (2) month's charges for a service or facility, which has a minimum payment period of one month.
- B. A deposit may be required in addition to an advance payment.
- C. Upon discontinuance of service, the Company, within forty-five (45) days, shall automatically refund the customer's deposit plus accrued interest, or the balance, if any, in excess of the unpaid bills including any penalties assessed for service furnished by the Company.
- D. Deposits held for 180 days or longer will accrue interest in accordance with Rule 4901:1-17-05 of the Ohio Administrative Code Deposits held for less than 180 days will not accrue interest.
- E. Residential customers receive their refund deposit once Company has received on-time payments 10 out of 12 months.
- F. Any deposit requirements by the Company in compliance with Rule 4901:1-05-13 of the Ohio Administrative Code.
- G. To safeguard its interests, the Company may well accept a guarantor on behalf of customer.

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2. RULES AND REGULATIONS (cont'd)

2.5 Customer Deposits (cont'd)

2.5.3 Application for Service

Company will require a customer to sign an application form furnished by Company and to establish his credit as provided in these Regulations, as a condition precedent to the initial establishment for such service. Company's acceptance of an order for service to be provided to an applicant whose credit has not been duly established to the sole and exclusive satisfaction of Company, may be subject to the provisions as described in Section 2.5.2. This application shall state the date on which service is to begin and the points between which services are provided, the type of facilities required, and any special arrangements related thereto. Company will also require a signed authorization from a customer for additions to or changes in the existing service of such customer.

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2. RULES AND REGULATIONS (cont'd)

2.6 Payment Arrangements

2.6.1 Payment for Service

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

A. Taxes

The customer is responsible for the payment of all state, local and 9-1-1 taxes, surcharges, utility fees, or other similar fees for which the end user is directly responsible and that may be levied by a governing body or bodies in conjunction with or as a result of a service furnished under a tariff on file with the Public Utilities Commission of Ohio. These charges may appear as separate line items on the customer's bill, as opposed to being included in the rates contained in a tariff. Any such line item charges will be reflected in the Company's tariff. The Company shall not assess separately any taxes, fees or surcharges, other than government-approved sales taxes imposed directly on the end users, without seeking Commission approval under the appropriate local competition procedures required by the Commission. The Company shall comply with Commission procedures by sending notice to all customers informing them of the new line item charges.

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2. RULES AND REGULATIONS (cont'd)

2.6 Payment Arrangements (cont'd)

2.6.2 Billing and Collection of Charges

The customer is responsible for payment of all charges incurred by the customer or other users for services and facilities furnished to the customer by the Company. Customer bills will be rendered monthly and will comply with the requirements set forth in Section 4901:1-5-15, Ohio Administrative Code.

- A. Non-recurring charges are due and payable within thirty (30) days after the date the invoice is mailed to the customer by the Company.
- 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 date the invoice is mailed to the customer by the Company. When billing is based upon customer usage, usage charges will be billed monthly for the preceding billing period.
- C. When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.
- D. Billing of the customer will begin on the Service Commencement Date, which is the day service is turned on, 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.

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2. RULES AND REGULATIONS (cont'd)

2.6 Payment Arrangements (cont'd)

2.6.2 Billing and Collection of Charges (cont'd)

- E. If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment penalty shall be due to the Company. A late payment charge of 1.5% per month, for bills not paid within 30 days of receipt, is not applicable to subsequent rebilling of any amount to which a late payment charge has already been applied. Late payment charges are to be applied without discrimination.
- F. The customer should notify the Company of any disputed items on an invoice as soon as possible. Customers desiring to contact the Company may write the Company or call its toll-free customer Care Center:

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Customer Care Center - Business: 800-800-7444
Customer Care Center - Residential: 800-800-0311

If the customer and the Company are unable to resolve the dispute to their mutual satisfaction, the customer may file a complaint with the Public Utilities Commission of Ohio in accordance with the Commission's rules of procedure. The address of the Commission is as follows:

Public Utilities Commission of Ohio
180 East Broad Street, Seventh Floor
Columbus, Ohio 43215-3793

- G. If service is disconnected by the Company (in accordance with Section 2.6.3 following.) and later re-installed, re-installation of service will be subject to all applicable installation charges. If service is suspended by the Company (in accordance with Section 2.6.3 following.) and later restored, restoration of service will be subject to all applicable installation charges.
- H. Any denial or disconnection of local or toll service by the Company shall comply with all of the Commission requirements set forth in Section 4901:1-5-17, Ohio Administrative Code. Local service may only be disconnected for subscriber non-payment of charges for local service regulated by the Public Utilities Commission of Ohio. Local service is defined by the Commission as every regulated service provided by the local service provider other than toll service and 900 and 976-like services.

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2. RULES AND REGULATIONS (cont'd)

2.6 Payment Arrangements (cont'd)

2.6.3 Discontinuance of Service for Cause

With respect to any discontinuance of service for cause, the Company will comply with the disconnection requirements as set forth in Section 4901:1-6, **Ohio Revised Code** including:

1. The conditions under which local service can be disconnected for nonpayment.
2. The conditions under which toll service can be disconnected for nonpayment.
3. The conditions under which a subscriber can be disconnected with notice in cases not involving nonpayment.
4. The conditions under which a subscriber can be disconnected without notice in cases not involving nonpayment.
5. Payment schedule and disconnection procedures for nonpayment.
6. The procedures that must be followed for the reconnection of local and toll service.

2.6.4 Notice to Company for Cancellation of Service

Customers receiving special contract service and desiring to terminate such service shall provide the Company within thirty (30) days written notice of termination.

2.6.5 Cancellation of Application for Service

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

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

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Replaces Original Sheet 20

2. RULES AND REGULATIONS (cont'd)

2.6 Payment Arrangements (cont'd)

2.6.6 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.

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2.6.8 Credit Worthiness

Service applicants may be required to establish credit worthiness in accordance with the provisions of Sections 4901:1-5-13 and Chapter 4901:1-17, Ohio Administrative Code.

2.7 Allowances and Billing Adjustments for Interruptions in Service

2.7.1 General

- A. Credit allowances will be given by the Company when service is interrupted, pursuant to the terms and conditions set forth in Section 4901:1-5-16, Ohio Administrative Code.
- B. The specific terms and conditions applicable to subscriber billing adjustments include:
 - 1. The terms and conditions for applying subscriber credits due to extended out-of-service conditions are set forth in Rule 4901:1-5-16(A) and (B).
 - 2. The terms and conditions for applying subscriber credits due to failure to install new service in a timely fashion are set forth in Rule 4901:1-5-16(D).
 - 3. The terms and conditions for applying subscriber credits due to failure to install new service in a timely fashion as a result of missed appointments are set forth in Rule 4901:1-5-16(E).

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2. RULES AND REGULATIONS (cont'd)

2.7 Allowances and Billing Adjustments for Interruptions in Service (cont'd)

2.7.1 General (cont'd)

4. The terms and conditions for applying subscriber credits due to the omission of a directory listing are set forth in Rule 4901:1-5-16(F).
5. The terms and conditions for providing subscriber refunds for prior overcharges and collecting for prior undercharges are set forth in Rule 4901:1-5-16(G).
6. The terms and conditions for credit exceptions are set forth in Rules 4901:1-5-16(A)(1)(2)(3)(4), (C), (D)(1)(2)(3)(4), and (E)(3).

2.7.2 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.

2.7.3 Application of Credits for Interruptions in Service

Credits for interruptions in service shall be provided in accordance with the Commission requirement set forth in Section 4901:1-5-16, Ohio Administrative Code.

2.7.4 Cancellation For Service Interruption

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

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2. RULES AND REGULATIONS (cont'd)

2.8 Cancellation of Service/Termination Liability

If a customer cancels a service order or terminates services before the completion of the term for any reason other than a service interruption (as defined in Section 2.7.1) or where the Company breaches the terms in the service contract, customer may be requested by the Company to pay to Company termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in Section 2.6.2.

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2.8.1 Termination Liability

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

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- A. All unpaid non-recurring charges reasonably expended by Company to establish service to customer, plus;
- B. Any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of customer, plus;
- C. All recurring charges specified in the applicable Service Order 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; and
- D. Minus a reasonable allowance for costs avoided by the Company as a direct result of customer's cancellation.

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2. RULES AND REGULATIONS (cont'd)

2.9 Customer Liability for Unauthorized Use of the Network

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

2.9.1 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. 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.
- C. 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.
- D. 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 tariff, 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.

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.

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2. RULES AND REGULATIONS (cont'd)

2.10 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:

- A. To any subsidiary, parent company or affiliate of the Company;
- B. Pursuant to any sale or transfer of substantially all the assets of the Company; or
- C. Pursuant to any financing, merger or reorganization of the Company.

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2.11 Notices and Communications

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

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2. RULES AND REGULATIONS (cont'd)

2.12 Sales Tax

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

2.13 Trouble Shooting at Customer's Premises

A trouble shooting charge is levied to cover the cost to Company, of a visit to the customer's premises to determine what equipment is the cause of a malfunction. This charge applies in cases where Company identifies the trouble to be caused by customer-provided equipment, and is unrelated to any malfunction of Company's service. The charge applies from the time Company personnel are dispatched until the problem is identified.

A charge also applies when the local telephone company at Company's request, makes the trouble shooting visit to customer's premises and determines that the trouble is caused by customer-provided equipment. The customer will be billed directly by the local telephone company.

The customer may also be responsible for any charges when Company, acting as the customer's agent, requests that the vendor of the customer-provided equipment make a trouble shooting visit of the customer-provided equipment.

The rates applicable shall be those identified in **Section 3.4.1**

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2. RULES AND REGULATIONS (cont'd)

2.14 Service Rearrangements

- A. Any customer wishing to change the type of service arrangement provided is required to give the Company at least forty-five (45) days written notice. Such changes will only be effected on the first day of a monthly billing period. (D)
- B. When, at the customer's request, the Company changes the customer's service type or operation mode and these changes require any facility or termination rearrangements by the Company the normal installation charge(s) for that which is rearranged will apply unless a specific charge exists elsewhere in this tariff.
- C. When the local access line and/or associated equipment is moved or rearranged at the customer's request, the normal local access line installation charges will apply.
- D. When the customer requests changes, additions, or deletions to optional features, the normal installation charge for the changed optional feature will apply.
- E. Change of Resp. Org.: If a customer accumulates more than \$1,000.00 of undisputed delinquent Company 800 Service charges, the Company Resp. Org. reserves the right not to honor that customer's request for a Resp. Org. change until such undisputed charges are paid in full.

3. SERVICE CONNECTION

3.1 Service Order Charges

A service order charge applies per customer order, for the work associated with receiving, recording and processing information necessary to carry out a customer's request to connect, move, add and/or change telephone service. Only one service order charge applies per customer's request regardless of the quantity of work requested.

		<u>Non-Recurring Charge Maximum</u>		
		<u>Residential</u>	<u>Business</u>	
A.	Service Order – Initial			
	Sprint Area	\$15.00	\$15.00	
	SBC Area	\$20.00	\$20.00	
	Verizon Area	\$25.00	\$25.00	(D)
				(D)
				(D)
B.	Service Order – Access line charge			
	Sprint Area			
	(1) First Line	\$135.00	\$80.00	
				(D)
	SBC Area			
	(1) First Line	\$135.00	\$135.00	
				(D)
	Verizon Area, per order	\$135.00	\$135.00	
C.	Service Order – Primary Interexchange Carrier Change Charge (PIC), Manual	\$5.50	\$5.50	(N)

3. SERVICE CONNECTION (cont'd)

3.1 Service Order Charge (cont'd)

Note:

Residential consumers may receive a discount of \$36.00 off the \$135.00 first line installation fee if the installation fee is paid for in advance of service being connected in Sprint area only. Business and Residential consumers may divide Service Installation into three equal monthly payments.

New service may not be initiated on a primary line. Primary service may be initiated if the consumer has had active service with another landline company within the past 30 days, the bill is in the consumer's name, and is in good financial standing with that company.

If the consumer cannot provide a copy of a previous bill, the Company will comply with the requirements of Rule 4901:1-17-05 of the Ohio Administrative Code Deposits.

When the InterLATA and IntraLATA PIC are changed simultaneously then 50% of the IntraLATA PIC change charge will be waived. The Company does not process electronic orders.

(N)
—
(N)

3.1.1 Exceptions to the Charge

- A. No charge applies for a change to a service for which a lower monthly rate applies, made within 90 days after any general rate increase, if a lower grade of service is offered in the customer's exchange.
- B. The Company may from time to time waive or reduce the charge as part of a promotion.

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3. SERVICE CONNECTION (cont'd)

3.2 Restoral Charge

A restoral Charge applies each time a service is restored after suspension of service for nonpayment. A restoral charge does not apply subsequent to the completion of an order to terminate service. Service will then be re-established based only on a new conversion or installation. This is applicable for Sprint, SBC, and Verizon areas.

(C)

Non-Recurring Charge Maximum

(C)

(T)

Business:	
1 st Line:	\$50.00
Each Additional Line	\$25.00
Residential:	
1 st Line:	\$50.00
Each Additional Line	\$25.00

(R)

(C)

(C)

3.3 Moves, Additions and Changes

The Company alone may make changes in the location of its lines and equipment. When it is found that a move or change of such lines or equipment has been made by others, the service charge for the underlying service will apply as if the work had been done by the Company.

The customer will be assessed a charge for any moves, additions or changes of a Company's service. Moves, Additions and Changes are defined as following:

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

Add: The addition of a vertical service to existing equipment and/or service at one location.

Change: Changes in telephone service lines subsequent to their initial establishment and to rearrangements of inside wiring, which does not involve moves. When rearrangements of attachments to the outside of a building serving a customer are made at the customer's request, the expense incurred will be billed to such subscriber.

(C)

(C)

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Sheet 2A

3. SERVICE CONNECTION (cont'd)

3.3 Moves, Additions and Changes (cont'd)

3.3.1 Moves Changes

		<u>Non-Recurring Charge Maximum</u>		(T)
		<u>Residential</u>	<u>Business</u>	(C)
A.	Sprint Area			
	1 st Line:	\$ 135.00	\$135.00	
	Each Additional Line	\$ 20.00	\$ 20.00	
B.	SBC Area			
	1 st Line:	\$135.00	\$135.00	
	Each Additional Line	\$135.00	\$135.00	
C.	Verizon Area, per order	\$135.00	\$135.00	(C)

Note:

Consumers may receive a discount of \$55.00 off \$135.00 first line move charge, Sprint area only, if the consumer gives the company advance notice of a least one month of the requested move date. Business and Residential consumers may divide Move charges into three equal monthly payments.

The move charge will be applied on a per physical location basis.

3.3.2 Additions and Changes

A service order charge applies per customer order. An additional non-recurring charge per feature will apply to the addition of new features. This will not be applicable for customers converting services from another provider or installing new service with ValTech. This is applicable for Sprint, SBC, and Verizon areas.

		<u>Non-Recurring Charge Maximum</u>	(C)
	Business:	\$5.00	(R)
	Residential:	\$5.00	(R)

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PUCO Tariff No. 1
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Sheet 2B

3. SERVICE CONNECTION (cont'd)

3.3 Moves, Additions and Changes (cont'd)

3.3.2 Additions and Changes (cont'd)

- A. **When the class of service is changed from residence to business, or business to residence, and the original classification is known to have been erroneously established through misrepresentation or misunderstanding, the subscriber will be charged the correct rate from the point of notification or refunded the difference, if any, between the business and residence service connection charge. The class of service will be changed at no cost to the customer.**
- B. **Service order, change, additions, or move charges do not apply when a subscriber requests a correction in a directory listing (spelling, initials or address) erroneously or incorrectly established through misunderstanding and the correction will make identification of the listed party more positive.**
- C. **Service order, change, additions, or move charges do not apply when a subscriber requests a correction in a directory listing address when the change of official address has been authorized by a governmental agency.**

(C)

(C)

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Sheet 3

3. SERVICE CONNECTION (cont'd)

3.4 Premises Visit

3.4.1 Terms and Conditions

A Premises visit charge applies per customer order, for all work or services ordered to be provided at one time on the same premises, for the same customer. When more than one visit is required to complete the work as originally ordered, only one Premises Visit Charge applies. A Premises Visit Charge applies to each premise visited for the purpose of installation, tag and label at the NID, removal, reconnection or changing of regulated facilities and to connect a line between different buildings on different premises, whether or not mileage charges are applicable to such lines.

(T)

		<u>Non-Recurring Charge Maximum</u>	
		<u>Residential</u>	<u>Business</u>
A.	Sprint Area, per hour	\$85.00	\$85.00
B.	SBC Area, per hour	\$65.00	\$65.00
C.	Verizon Area, per hour	\$85.00	\$85.00

(T)

(C)

(C)

3.4.2 Trouble Isolation Charge

When a visit to the customer's premises is necessary to isolate a problem reported to the Company but identified by the Company's technician as attributable to customer- provided equipment or inside wire, a separate charge applies in addition to all other charges for the visit.

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Sheet 4

3. SERVICE CONNECTION (cont'd)

3.5 Service Connection Rates

		<u>Current Non-Recurring Charge</u>	
		<u>Residential</u>	<u>Business</u>
A.	Service Order – Initial,		
	Sprint Area	\$ 15.00	\$ 15.00
	SBC Area	\$ 20.00	\$ 20.00
	Verizon Area	\$ 25.00	\$ 25.00
B.	Service Order – Conversion Charge		
	Sprint Area	\$ 11.00	\$ 10.00
	SBC Area	\$ 45.00	\$ 45.00
	Verizon Area	\$ 45.00	\$ 45.00
C.	Service Order – Directory Listing, per listing		
	Sprint Area	\$ 20.00	\$ 20.00
	SBC Area	\$ 25.00	\$ 25.00
	Verizon Area	\$ 30.00	\$ 30.00
D.	Service Order – Number Change, per number		
	Sprint Area	\$ 30.00	\$ 30.00
	SBC Area	\$ 30.00	\$ 30.00
	Verizon Area	\$ 35.00	\$ 35.00
E.	Service Order – Access line charge		
	Sprint Area		
	(1) First Line	\$135.00	\$ 80.00
	(2) Each additional line	\$ 20.00	\$ 20.00
	SBC Area		
	(1) First Line	\$135.00	\$135.00
	(2) Each additional line	\$135.00	\$135.00
	Verizon Area, per order	\$135.00	\$135.00
F.	Restoral Charge		
	1 st Line:	\$ 50.00	\$ 50.00
	Each Additional Line	\$ 25.00	\$ 25.00
G.	Move Charge		
	Sprint Area		
	1 st Line:	\$135.00	\$135.00
	Each Additional Line	\$ 20.00	\$ 20.00
	SBC Area		
	1 st Line:	\$135.00	\$135.00
	Each Additional Line	\$135.00	\$135.00
	Verizon Area, per order	\$135.00	\$135.00

(C)

(C)

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Replaces First Revised Sheet 4A

3. SERVICE CONNECTION (cont'd)

3.5 Service Connection Rates (cont'd)

		<u>Current Non-Recurring Charge</u>	
		<u>Residential</u>	<u>Business</u>
H.	Additions and Changes	\$ 5.00	\$ 5.00
I.	Premises Visit		
	Sprint Area, per hour	\$85.00	\$85.00
	SBC Area, per hour	\$65.00	\$65.00
	Verizon Area, per hour	\$85.00	\$85.00

(D)

4. BASIC LOCAL EXCHANGE RATES

(D)
 (T)(M)

4.1 Basic Local Exchange Rates – Sprint Area

The rates listed below include touch-tone service for Flat Rate service only. Measured and Metered service is not available.

4.1.1 Schedule 1

	<u>Current Monthly Rate</u>	<u>Maximum Monthly Rate</u>
<u>Business</u>		
- Individual Line	\$25.70	\$ 51.40
<u>Residence</u>		
- Individual Line	\$37.50	\$ 55.00

4.1.2 Schedule 2

	<u>Current Monthly Rate</u>	<u>Maximum Monthly Rate</u>
<u>Business</u>		
- Individual Line	\$27.75	\$ 55.50
<u>Residence</u>		
- Individual Line	\$37.50	\$ 55.00

(M)

4.1.3 Schedule 3

	<u>Current Monthly Rate</u>	<u>Maximum Monthly Rate</u>
<u>Business</u>		
- Individual Line	\$30.10	\$ 60.20
<u>Residence</u>		
- Individual Line	\$37.50	\$ 55.00

(M1)

(M1)

(M) Material now appearing on this page previously appeared on Section 15 First Revised Sheet 1.

(M1) Material now appearing on this page previously appeared on Section 15 First Revised Sheet 1A.

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PUCO Tariff No. 1
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Sheet 1A

4. REMOTE CALL FROWARDING (cont'd)

4.2 Remote Call Forwarding Service Rates

Price List for Remote Call Forwarding Services.

		<u>Monthly Rate</u>	
		<u>Residential</u>	<u>Business</u>
A.	Sprint Area		
	1st Line:	\$19.45	\$19.45
	Each Additional Path	\$19.45	\$19.45
B.	SBC Area		
	1st Line:	\$21.00	\$21.00
	Each Additional Path	\$21.00	\$21.00
C.	Verizon Area		
	1st Line:	\$21.00	\$21.00
	Each Additional Path	\$21.00	\$21.00

(C)
|
(C)

4. BASIC LOCAL EXCHANGE RATES (cont'd) (M)

4.1 Basic Local Exchange Rates – Sprint Area (cont'd)

4.1.4 Schedule 4

<u>Business</u>	<u>Current Monthly Rate</u>	<u>Maximum Monthly Rate</u>
- Individual Line	\$32.45	\$ 64.90
 <u>Residence</u>		
- Individual Line	\$37.50	\$ 55.00

(M)

4.1.5 Schedule 5

<u>Business</u>	<u>Current Monthly Rate</u>	<u>Maximum Monthly Rate</u>
- Individual Line	\$34.65	\$ 69.30
 <u>Residence</u>		
- Individual Line	\$37.50	\$ 55.00

(M1)

4.1.6 Schedule 6

<u>Business</u>	<u>Current Monthly Rate</u>	<u>Maximum Monthly Rate</u>
- Individual Line	\$36.80	\$ 73.60
 <u>Residence</u>		
- Individual Line	\$37.50	\$ 55.00

(M1)

(M) Material now appearing on this page previously appeared on Section 15 First Revised Sheet 1A.

(M1) Material now appearing on this page previously appeared on Section 15 First Revised Sheet 1B.

4.	<u>BASIC LOCAL EXCHANGE RATES</u> (cont'd)			(M)
4.1	<u>Basic Local Exchange Rates – Sprint Area</u> (cont'd)			
4.1.7	Schedule 7			
	<u>Business</u>	<u>Current Monthly Rate</u>	<u>Maximum Monthly Rate</u>	
	- Individual Line	\$39.05	\$ 78.10	
	<u>Residence</u>			
	- Individual Line	\$37.50	\$ 55.00	
4.1.8	Schedule 8			
	<u>Business</u>	<u>Current Monthly Rate</u>	<u>Maximum Monthly Rate</u>	
	- Individual Line	\$41.25	\$ 82.50	
	<u>Residence</u>			
	- Individual Line	\$37.50	\$ 55.00	
4.1.9	Schedule 9			(M)
	<u>Business</u>	<u>Current Monthly Rate</u>	<u>Maximum Monthly Rate</u>	(M1)
	- Individual Line	\$43.45	\$ 86.90	
	<u>Residence</u>			
	- Individual Line	\$37.50	\$ 55.00	(M1)

(M) Material now appearing on this page previously appeared on Section 15 First Revised Sheet 1C.

(M1) Material now appearing on this page previously appeared on Section 15 First Revised Sheet 1D.

4. BASIC LOCAL EXCHANGE RATES (cont'd)

(M)

4.1 Basic Local Exchange Rates – Sprint Area (cont'd)

4.1.10 Schedule 10

Business

Current
 Monthly Rate

Maximum
 Monthly Rate

- Individual Line

\$43.45

\$ 86.90

Residence

- Individual Line

\$37.50

\$ 55.00

(M)

4.1.11 Schedule 11

Business

Current
 Monthly Rate

Maximum
 Monthly Rate

- Individual Line

\$39.05

\$ 78.10

Residence

- Individual Line

\$37.50

\$ 55.00

(M1)

4.1.12 Schedule 12

Business

Current
 Monthly Rate

Maximum
 Monthly Rate

- Individual Line

\$39.05

\$ 78.10

Residence

- Individual Line

\$37.50

\$ 55.00

(M1)

(M) Material now appearing on this page previously appeared on Section 15 First Revised Sheet 1D.

(M1) Material now appearing on this page previously appeared on Section 15 First Revised Sheet 1E.

4. BASIC LOCAL EXCHANGE RATES (cont'd)

(M)

4.1 Basic Local Exchange Rates -- Sprint Area (cont'd)

4.1.13 Schedule 13

Business

Current
Monthly Rate

Maximum
Monthly Rate

- Individual Line

\$39.05

\$ 78.10

Residence

- Individual Line

\$37.50

\$ 55.00

4.1.14 Schedule 14

Business

Current
Monthly Rate

Maximum
Monthly Rate

- Individual Line

\$39.05

\$ 78.10

Residence

- Individual Line

\$37.50

\$ 55.00

(M)

(M) Material now appearing on this page previously appeared on Section 15 First Revised Sheet 1F.

4. BASIC LOCAL EXCHANGE RATES (cont'd)

(M)

4.2 Basic Local Exchange Rates – SBC Area

The rates listed below include touch-tone service for Flat Rate service only. Measured and Metered service is not available. Current monthly rates are available for 1, 2, or 3-year contracts for business customers only, month-to-month terms are not available. Schedules are not offered in SBC, only access areas. All Access Areas has the same rates.

4.2.1 Access Areas A, B, and C rates

	<u>Current Monthly Rate</u>	<u>Maximum Monthly Rate</u>
<u>Business</u>		
- Individual Line	\$39.99	\$59.98
<u>Residence</u>		
- Individual Line *	\$29.99	\$59.98

(M)

* Effective March 1, 2007 Individual Lines for Residential service is grandfathered. Existing customers may continue to subscribe to this rate under the conditions and rates as long as there is no change to the customer's account.

(M) Material now appearing on this page previously appeared on Section 15 First Revised Sheet 2.

4. BASIC LOCAL EXCHANGE RATES (cont'd)

(M)

4.3 Basic Local Exchange Rates – Verizon Area

The rates listed below include touch-tone service for Flat Rate service only. Measured and Metered service is not available. Current monthly rates are available for 1, 2, or 3-year contracts only. Month-to-Month terms are not available.

4.3.1 Residential Flat Rates

<u>Residence</u>	<u>Current Monthly Rate</u>	<u>Maximum Monthly Rate</u>
- Individual Line	\$36.99	\$73.98

4.3.2 Business Schedules 1, 2, and 3

<u>Business</u>	<u>Current Monthly Rate</u>	<u>Maximum Monthly Rate</u>
- Individual Line	\$32.99	\$65.98

4.3.3 Business Schedules 4, 5, and 6

<u>Business</u>	<u>Current Monthly Rate</u>	<u>Maximum Monthly Rate</u>
- Individual Line	\$34.99	\$69.98

(M)

(M) Material now appearing on this page previously appeared on Section 15 First Original Sheet 3.

4. BASIC LOCAL EXCHANGE RATES (cont'd)

(M)

4.4 Basic Local Exchange Rates – Ohio Telephone Area

The rates listed below include touch-tone service for Flat Rate service only. Measured and Metered service is not available. Current monthly rates are available for month-to-month terms and 3-year contracts for business customers only. Refer to Sections 13.1 through 13.3 for access areas. All access Areas has the same rates.

4.4.1 Ohio Telephone Access Line Rates

		<u>Current Monthly Rate</u>	<u>Maximum Monthly Rate</u>
A.	Business – 3 year term - Individual Line	\$55.00	\$86.90
B.	Business – Month-to-Month - Individual Line	\$70.00	\$86.90

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(M) Material now appearing on this page previously appeared on Section 15 Third Revised Sheet 4.

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Original Sheet 9

4. BASIC LOCAL EXCHANGE RATES (cont'd)

(M)

4.3 Basic Local Exchange Rates – Verizon Area

The rates listed below include touch-tone service for Flat Rate service only. Measured and Metered service is not available. Current monthly rates are available for 1, 2, or 3-year contracts only. Month-to-Month terms are not available.

4.3.1 Residential Flat Rates

<u>Residence</u>	<u>Current Monthly Rate</u>	<u>Maximum Monthly Rate</u>
- Individual Line		
- Initial Line	\$36.99	\$73.98
- Each Additional	\$36.99	\$73.98

4.3.2 Business Schedules 1, 2, and 3

<u>Business</u>	<u>Current Monthly Rate</u>	<u>Maximum Monthly Rate</u>
- Individual Line		
- Initial Line	\$32.99	\$65.98
- Each Additional	\$32.99	\$65.98

4.3.3 Business Schedules 4, 5, and 6

<u>Business</u>	<u>Current Monthly Rate</u>	<u>Maximum Monthly Rate</u>
- Individual Line		
- Initial Line	\$34.99	\$69.98
- Each Additional	\$34.99	\$69.98

(M)

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4. BASIC LOCAL EXCHANGE RATES (cont'd)

(M)

4.4 Basic Local Exchange Rates – Ohio Telephone Area

The rates listed below include touch-tone service for Flat Rate service only. Measured and Metered service is not available. Current monthly rates are available for month-to-month terms and 3-year contracts for business customers only. Refer to Sections 13.1 through 13.3 for access areas. All access Areas has the same rates.

4.4.1 Ohio Telephone Access Line Rates

	<u>Current Monthly Rate</u>	<u>Maximum Monthly Rate</u>
A. Business – 3 year term		
- Individual Line		
- Initial Line	\$55.00	\$86.90
- Each Additional	\$55.00	\$86.90
B. Business – Month-to-Month		
- Individual Line		
- Initial Line	\$70.00	\$86.90
- Each Additional	\$70.00	\$86.90

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(M) Material now appearing on this page previously appeared on Section 15 Third Revised Sheet 4.

Local Exchange Service

5. PRICE LIST

(D)
(T)(M)

5.1 Service Connection Rates

		<u>Non-Recurring Charge</u>	
A.	<i>Initial Service</i>		
	Sprint Area	\$ 15.00	
	SBC Area	\$ 20.00	
	Verizon Area	\$ 25.00	
B.	<i>Access line charge, New Service</i>		
	Sprint Area, Residential		
	(1) First Line	\$135.00	
	Sprint Area, Business		
	(1) First Line	\$ 80.00	
	SBC Area		
	(1) First Line	\$135.00	
	Verizon Area, per order	\$135.00	
C.	<i>Restoral Charge</i>		
	1 st Line:	\$ 50.00	
D.	<i>Move Charge</i>		
	Sprint Area		
	1 st Line:	\$135.00	
	SBC Area		
	1 st Line:	\$135.00	
	Verizon Area, per order	\$135.00	
E.	<i>Additions and Changes</i>	\$ 5.00	
F.	<i>Premises Visit</i>		
	Sprint Area, per hour	\$ 85.00	
	SBC Area, per hour	\$ 65.00	
	Verizon Area, per hour	\$ 85.00	

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(M) Material now appearing on this page previously appeared on Section 21 Original Sheet 1.
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5. PRICE LIST (cont'd)

(M)

5.1 Service Connection Rates (cont'd)

		<u>Non-Recurring Charge</u>	
G.	Move Charge		
	Sprint Area		
	1 st Line:	\$135.00	
	SBC Area		
	1 st Line:	\$135.00	
	Verizon Area, per order	\$135.00	
H.	Additions and Changes	\$ 5.00	
I.	Premises Visit		
	Sprint Area, per hour	\$ 85.00	
	SBC Area, per hour	\$ 65.00	
	Verizon Area, per hour	\$ 85.00	(M)
J.	Primary Interexchange Carrier Change Charge		
	LPIC, Manual per line	\$ 5.50	(T)(I) (D)
K.	Rotary Hunt Change	\$ 6.00	(M1)

(M) Material now appearing on this page previously appeared on Section 21 Original Sheet 1A.

(M1) Material now appearing on this page previously appeared on Section 21 Original Sheet 1A.

5. PRICE LIST (cont'd) (M)

5.2 Basic Local Exchange Rates (cont'd)
Sprint Area Only

		<u>Monthly Rate</u>		
		<u>Residential</u>	<u>Business</u>	
A.	Schedule 1 - Individual Line	\$37.50	\$25.70	
B.	Schedule 2 - Individual Line	\$37.50	\$27.75	
C.	Schedule 3 - Individual Line	\$37.50	\$30.10	
D.	Schedule 4 - Individual Line	\$37.50	\$32.45	
E.	Schedule 5 - Individual Line	\$37.50	\$34.65	
F.	Schedule 6 - Individual Line	\$37.50	\$36.80	
G.	Schedule 7 - Individual Line	\$37.50	\$39.05	(M)
H.	Schedule 8 - Individual Line	\$37.50	\$41.25	(M1)
I.	Schedule 9 - Individual Line	\$37.50	\$43.45	
J.	Schedule 10 - Individual Line	\$37.50	\$43.45	
K.	Schedule 11 – Lebanon Only - Individual Line	\$37.50	\$39.05	
L.	Schedule 12 – Lima Only - Individual Line	\$37.50	\$39.05	
M.	Schedule 13 – Mansfield Only - Individual Line	\$37.50	\$39.05	
N.	Schedule 14 – Warren Only - Individual Line	\$37.50	\$39.05	(M1)

(M) Material now appearing on this page previously appeared on Section 21 Original Sheet 17.

(M1) Material now appearing on this page previously appeared on Section 21 Original Sheet 17A.

5. PRICE LIST (cont'd)

(M)

5.3 Basic Local Exchange Rates (cont'd)

SBC Area Only

		<u>Monthly Rate</u>	
		<u>Residential</u>	<u>Business</u>
1.	Individual Line	\$29.99	\$39.99

(M)

(M) Material now appearing on this page previously appeared on Section 21 Original Sheet 17B.

5. PRICE LIST (cont'd)

(M)

5.4 Basic Local Exchange Rates (cont'd)

Verizon Area Only

**Current
Monthly Rate**

A.	Residential Flat Rates - Individual Line	\$36.99
B.	Business Schedules 1- 3 - Individual Line	\$32.99
C.	Business Schedules 4- 6 - Individual Line	\$34.99

(M)

(M) Material now appearing on this page previously appeared on Section 21 Original Sheet 17C.

