

TITLE SHEET

TEXAS INTEREXCHANGE TELECOMMUNICATIONS TARIFF

OF

**PNG TELECOMMUNICATIONS, INC. d/b/a POWERNET GLOBAL COMMUNICATIONS
d/b/a CrossConnect**

Tariff No. 2

This Tariff contains the descriptions, regulations, and rates applicable to the furnishing of resold toll telecommunications services by PNG Telecommunications, Inc. d/b/a PowerNet Global Communications (“PNG”) d/b/a CrossConnect within the State of Texas. PNG’s principal offices are located at 100 Commercial Drive Fairfield, Ohio 45014. This Tariff is on file with the Public Utility Commission of Texas (“PUC”) and copies may be inspected during normal business hours at the PUC and at PNG’s principal place of business.

CHECK SHEET

All sheets of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

<u>Sheet</u>	<u>Revision</u>
1	Original
2	1 st Revised*
3	Original
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* indicates page is included in this filing

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SYMBOLS

Changes will be identified on the revised page through the use of the following symbols.

- (D) - Delete or discontinue.
- (I) - Change resulting in an increase to a customers bill
- (M) - Moved from another location in the tariff with no change to text.
- (N) - New.
- (R) - Change resulting in a reduction to a customer's bill.
- (T) - Change in text or regulation with no change in rate or charge.

TARIFF FORMAT

Page Numbers. Page numbers appear in the upper right hand corner of the pages. Pages are numbered sequentially. From time to time new pages may be added to the tariff. When a new page is added, a decimal is added to the preceding page number. For example, a new page added between pages 5 and 6 would be numbered 5.1.

Page Revision Numbers. Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current version of the page on file with the IPSC. For example, the 4th revision of page 14 would cancel the 3rd revision of that page. Because of the various suspension periods, deferrals, etc. the IPSC follows in their tariff approval process, the most current page number on file with the IPSC is not always the tariff page in effect. Consult the Check Page for the page currently in effect.

Paragraph Numbering Sequence. There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level, as shown by the following sequence:

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

Check Sheets. When a tariff filing is made with the Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff cross reference to the current revision number. When new sheets are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an (*). There will be no other symbols used on this sheet if these are the only changes made to it (ie., the format, etc., remains the same, just revised revision levels on some sheets). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current sheet on file with the Commission.

SECTION 1: DEFINITIONS AND ABBREVIATIONS

- 1.1 Authorization Code - A numerical code, one or more of which may be assigned to a Customer, which enables PNG to identify the Customer's call for the purpose of tracking and billing the call. All authorization codes will be the sole property of PNG and no Customer will have any property or other right or interest in the use of any particular authorization code.
- 1.2 Commission - Public Utility Commission of Texas.
- 1.3 Company or Carrier - PNG Telecommunications, Inc. d/b/a PowerNet Global Communications d/b/a CrossConnect.
- 1.4 Customer - The person or legal entity that subscribes to, utilizes, or enters into arrangements for PNG's telecommunications services and is responsible for payment for PNG's services.
- 1.5 Facilities Based Carrier - A company owning equipment for the purpose of providing telecommunications services to the public.
- 1.6 Holidays - New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.
- 1.7 Interruption - The inability to complete calls due to equipment malfunction or human errors. Interruption will not include, and no allowance will be given for, service difficulties such as slow dial tone, circuits busy or other network and/or switching capacity shortages. Any interruption allowance provided within this Tariff by PNG will not apply where service is interrupted by the Customer or where PNG, pursuant to the terms of this Tariff, terminates service because of nonpayment of bills, unlawful or improper use of PNG's service, or any other reason covered by this Tariff or by applicable law.
- 1.8 Local Exchange Company (LEC) - Entity providing local exchange telecommunications services.
- 1.9 Normal Business Hours - 8:00 a.m. to 5 p.m., Monday through Friday, excluding holidays.
- 1.10 Primary Interexchange Carrier - The Interexchange Carrier to whom a customer's interexchange or interLATA calls are automatically routed by the LEC pursuant to the customer's instructions.
- 1.11 Telecommunications - The transmission of voice communications or, subject to the transmission capabilities of the service, the transmission of data, facsimile, signaling, metering, or other communications.
- 1.12 Travel Card - A postpaid calling card issued by PNG which allows Customers to make telephone calls and charge the calls to a credit account. Calls charged to a PNG-issued credit travel card will appear on the Customer's regular Company - PNG's monthly bill.

1. Definitions and Abbreviations (cont.)

1.13 Abbreviations

LATA - Local Access Transport Area

LDA – Local Distribution Area

LEC – Local Exchange Carrier

MTS – Message Toll Service

PBX – Private Branch Exchange

FCC – Federal Communications Commission

SECTION 2 – RULES AND REGULATIONS

- 2.1 Application of Tariff - This Tariff sets forth the services, offerings, rates, terms and conditions applicable to PNG's furnishing of Texas, intrastate communications services, specifically, competitive interexchange services.
- 2.2 Availability of Equipment or Facilities - The furnishing of service under this Tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers, from time to time, to furnish service as required at the sole discretion of the Company. The Company reserves the right to limit or allocate the use of existing facilities, or of additional facilities offered by the Company when necessary because of lack of facilities or due to some other cause beyond the Company's control.
- 2.3 Terms and Conditions of Service
- 2.3.1 Minimum Billing Period - Except as otherwise provided herein, service is provided and billed on the basis of a minimum period of at least one month, and shall continue to be provided until canceled by the Customer. Unless otherwise specified herein, for the purpose of computing charges in this Tariff, a month is considered to have 30 days. All calculations of dates set forth in this Tariff shall be based on calendar days, unless otherwise specified herein.
- 2.3.2 Service Orders - Customers may be required to enter into written Service Orders which shall contain or reference the name of the Customer, 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.
- 2.3.3 Service Renewal - At the expiration of the initial term specified in the applicable Service Order, or in any extension thereof, service shall continue on a month-to-month basis at the then current tariff rates until terminated by either the Customer or the Company pursuant to the provisions of this Tariff. 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. Regulations (cont.)

2.3 Terms and Conditions of Service (cont.)

2.3.4 Liability of the Company

- A. Generally – The liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, other defects, or representations by the Company, or use of these services or damages arising out of the failure to furnish the service whether caused by acts or omissions by the Company or any third parties, shall be limited to the proportional charge for the period during which service was affected. The extension of such credit shall be the sole remedy of the Customer and the sole liability of the Company. **THE COMPANY WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES TO CUSTOMER, OR OTHERS USING THE SERVICE SUPPLIED TO CUSTOMER BY THE COMPANY, AS A RESULT OF ANY COMPANY SERVICE, EQUIPMENT, OR FACILITIES, OR THE ACTS, OMISSIONS, NEGLIGENCE OF THE COMPANY’S EMPLOYEES, AGENTS, OR SUPPLIERS.**
- B. Circumstances Beyond the Company’s Control – The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of these federal, state, or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials, or strikes, lockouts, work stoppages, or other labor difficulties.
- C. Acts of Other Entities – The Company shall not be liable for: (a) any act or omission of any entity furnishing the Company or the Company’s Customers facilities or equipment used for or with the services the Company offers, or (b) for the acts or omissions of other Carriers or warehousemen.
- D. Acts of the Customer – The Company shall not be liable for any damages or losses due to the fault of negligence to the Customer, its employees agents, or suppliers, or due to the failure of malfunction of Customer – provided equipment or facilities. This limitation of liability also pertains to Customer premises equipment purchased or leased from the Company by the Customer.

2. Regulations (cont.)

2.3 Terms and Condition of Service (cont.)

2.3.4 Liability of the Company (cont.)

- E. Indemnification – Notwithstanding the Customer’s obligations as set forth in Section 2.4 the Company shall be indemnified, defended, and held harmless by the Customer or by others authorized by it to use the service against any claim, loss or damage arising directly or indirectly from Customer’s use of services furnished under this Tariff, including:
- I. claims for libel, slander, invasion of privacy or infringement of copyright arising from the material, data, information, or other content transmitted via the Company’s service; or
 - II. patent infringement claims arising from combining or connecting the service offered by the Company with apparatus and systems of the Customer or others; or
 - III. all other claims arising out of any act or omission of the Customer or others, in connection with any service provided by the Company pursuant to this Tariff.
- F. The included tariff language does not constitute a determination by the Commission that a limitation of liability imposed by the Company should be upheld in a court of law. Acceptance for filing by the Commission recognizes that it is a court's responsibility to adjudicate negligence and consequential damage claims. It is also the court's responsibility to determine the validity of the exculpatory clause.

2.3.5. Use of Service - Service is furnished for use by the Customer and the Customer shall be responsible for all charges to the Customer’s phone line.

2.3.6. Unlawful Use of Service - Service shall not be used for any purpose in violation of law or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits. The Company shall refuse to furnish service to an applicant or shall disconnect the service of a Customer when:

- A. An order is issued and signed by a judge finding that probable cause exists to believe that the use made or to be made of the service is prohibited by law; or
- B. The Company is notified in writing by a Law Enforcement Agency acting within its jurisdiction that any service or facility furnished by the Company is being used or will be used for the purpose of transmitting or receiving gambling information in interstate or foreign commerce in violation of law.

2. Regulations (cont.)

2.3 Terms and Condition of Service (cont.)

2.3.6. Unlawful Use of Service (cont.)

- C. Termination of service shall take place after reasonable notice is provided the Customer, or as ordered by the Court. If communications facilities have been physically disconnected by Law Enforcement Officials at the premises where located and if there is not presented to the Customer, and agreement to pay charges for restoration of service and other applicable Service Charges, the Company shall promptly restore such service.

2. Regulations (cont.)

2.4 Obligations of the Customer - The Customer shall be responsible for payment of all applicable charges and compliance with all regulations set forth in this Tariff.

2.5 Establishment of Service - The following general regulations are applicable in addition to regulations, rates, and charges specified in other sections of this Tariff. Any change in rates or regulations authorized by legally constituted authorities effects a modification of all contracts for service to that extent, without further notice.

2.5.1. Applications for Service - The Company will accept applications for service verbally or in writing on forms supplied by the Company. Orders will be accepted from a Customer's duly authorized agent upon demonstration of such agent's authority in a form satisfactory to the Company.

2.5.2. Establishing Credit - The Company, in order to assure the payment of its charges for service, will require applicants and Customers to establish and maintain acceptable credit. The establishment or re-establishment of acceptable credit shall not relieve the applicant or Customer from compliance with the other provisions of this Tariff as to the payment of bills and shall in no way modify the provisions regarding disconnection and termination of service for failure to pay bills due for service furnished.

A. Credit Evaluation Process – The Applicant responds in a manner satisfactory to the Company to a set of standard questions, known as the Credit Evaluation Process (CEP). The applicant may be required to provide proof in support of these responses.

B. Written Guarantee – The applicant provides a sufficient written guarantee of payment for service by a guarantor satisfactory to the Company.

I. Surety Bond – The applicant provides a surety bond, provided that such surety bond has been issued by an insurance company that is satisfactory to the Company.

II. Irrevocable Letter of Credit – The applicant provides an irrevocable letter of credit, provided that such letter of credit has been issued by a bank or other financial institution that is satisfactory to the Company.

2. Regulations (cont.)

2.5 Establishment of Service (cont.)

2.5.3 Refusal to Provide Service – The Company may refuse to provide service under the following conditions:

- A. Failure to Establish Credit – The Company may refuse to furnish service to a customer who has failed to establish or reestablish acceptable credit pursuant to Section 2.5.2 preceding.
- B. Failure to Pay Bills – For failure to pay a past due bill owed to the Company, including one for the same class of service furnished to the customer at the same or another location, or where the customer voluntarily assumed, in writing, responsibility for the bills of another customer.
- C. Scheme to Obtain Service without Payment – Where the Company has reason to believe that a customer has used a device or scheme to obtain service without payment and where the Company has so notified the Customer prior to disconnection.
- D. Objection by Governmental Authority – The Company may refuse to provide service when an objection to such provision of service has been made by or on behalf of a governmental authority.

2.6 Denial or Termination of Service

2.6.1 Grounds for Disconnection – The Company may deny or terminate any or all service at one or more or all of the same Customer's premises for the following reasons:

- A. Customer Request - Service may be disconnected at the request of the Customer.
- B. Fraud – The obtaining, or attempting to obtain, or assisting another to obtain or attempt to obtain, local or message toll telephone service 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 in part, of the regular charge for such service.
- C. Violation of Law – For non-compliance with or violation of any State, municipal, or Federal law, ordinance, or regulation pertaining to telephone service.

2. Regulations (cont.)

2.6 Denial or Termination of Service (cont.)

2.6.2 Procedure for Disconnection of Service – When disconnection of a customer's service becomes necessary pursuant to Section 2.6 the following procedures will be used:

- A. Disconnection without Notice – Disconnection of the Customer's service may be effected without notice in the situations described in sections 2.6.1 A, 2.6.1 B, 2.6.1 C.
- B. Disconnection with Prior Notice – In all situations requiring disconnection of the Customer's service, notice will be provided to the Customer according to the following procedure:
 - I. Notice Period – Written notice of the proposed disconnection will be sent to the Customer by regular U.S. mail 10 days before the effective date of the disconnection.
 - II. Content of Notice – The notice will inform the Customer of the effective date of the proposed disconnection, the reason for the proposed disconnection and the steps the Customer must take to prevent the disconnection. In cases where disconnection is for nonpayment, the Customer will be informed of the amount of the delinquency. The Notice will also provide the Customer with the Company's toll free customer service number and the Customer's right to dispute the charges stated or the reasons supporting the disconnection.
- C. Disputed Charges – No Customer's service will be disconnected for nonpayment of disputed charges provided, however, the customer has paid all undisputed charges.

2.6.3 Restoration of Service – If, after disconnection, a Customer desires the service to be restored at the same location, the Company shall require the Customer to pay a reconnection charge of \$25.00.

2. Regulations (cont.)

2.7 Payment for Service

- 2.7.1 Customer Responsibility – The Customer is required to pay all charges for service in accordance with the Company's billing and collection practices. The Customer will be held responsible for all charges for telephone service rendered in connection with local or toll messages placed from his or her station and in connection with toll messages at his or her station on which the charges have been reversed with the consent of the person called.
- 2.7.2 Billing Period – The billing period shall be one month. Every month shall be considered to have thirty days.
- 2.7.3 Advance Payments – The Company reserves the right to require applicants to make such advance payments as may be necessary for the protection of the Company's exchange and toll service revenues. The amount of the advance payment is credited to the Customer's account as applying to any indebtedness under contract. The amount of the advance payment will not exceed one (1) month's estimated charges.
- 2.7.4 Commercial Credit Card Payment Option - Customers may choose to pay monthly bills via certain commercial credit cards accepted by the Company. Credit Card billed Customers will receive monthly call detail statements, which are separate from the credit card bills. If the Customer's credit card company rejects billing, the Company will make three attempts - two by telephone and one by mail - to contact the Customer for alternative payment arrangements. If alternative payment arrangements are not made in seven days, the Customer's long distance service is discontinued in accordance with the procedure set forth in Section 2.6.2. of this Tariff.
- 2.7.5 Adjustment of Charges for Service Interruptions - Charges on a bill issued to a Customer whose service has been interrupted at some time during the relevant billing period will be adjusted according to the regulations set forth in section 2.8 of this Tariff.
- 2.7.6 Returned Check Charge - When a customer's check is not honored by their bank and the check is returned to the Company due to "insufficient funds" in the Customer's account or similar reasons, a \$25.00 "Returned Check Charge" will apply.
- 2.7.7 Late Payment Charges - A late payment charge of 1.5% per month shall apply to amounts shown on a monthly bill for a non-residence class of service which remains unpaid after the date due, except that the charge is not applicable in the following conditions:
- A. Disputed Amounts - The charge does not apply to amounts which are in dispute at the time the late payment charge would otherwise be applied.
 - B. Taxes - The charge does not apply to Federal excise taxes or any other taxes levied by law directly on the Customer.

2. Regulations (cont.)

2.8 Allowances for Interruptions of Service

- 2.8.1 Credit for Interruptions - When the use of service or facilities furnished by the Company is interrupted due to any cause other than the negligence or willful act of the Customer, or the operation or failure of the facilities or equipment provided by the Customer, for a period longer than 24 hours, an adjustment of the monthly Recurring Charges subject to the interruption will be allowed for the service and facilities rendered useless and inoperative by reason of the interruption except as otherwise specified in the Company's Tariffs.
- 2.8.2 Calculation of Credit - When a Customer reports an interruption in service, the Customer will be provided with the 10XXX number of one of the Company's underlying facilities-based carriers. The Company will then credit the Customer's bill for the difference between the Company's rates and the rates of the underlying carrier.
- 2.8.3 Restrictions on Allowance - No credit allowance will be made for:
- A. interruptions due to the negligence or willful act of the Customer, Authorized-User or Joint-User, including but not limited to noncompliance with the provisions of this Tariff,
 - B. interruptions due to the failure or malfunction of facilities or equipment provided by the Customer or by others besides the Company,
 - C. interruptions due to electric power failure where the Customer furnishes such electric power
 - D. interruption of service due to circumstances or causes beyond the control of the Company.
- 2.8.4 Use of Alternative Service Provided by the Company - Should the Customer elect to use an alternative service provided by the Company during the period that a service is interrupted, the Customer must pay the Tariffed rates and charges for the alternative service.

2.9 Taxes and Fees

- 2.9.1 State and Local Taxes - State and local taxes (*i.e.* gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items on the Customer's bill and are not included in the quoted rates and charges set forth in this Tariff.

2. Regulations (cont.)

2.9 Taxes and Fees (cont.)

- 2.9.2 Municipal and Other Taxes - To the extent that a municipality, other political subdivision or local agency of government, or Commission imposes upon and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, insofar as practicable and allowed by law, be billed *pro rata* to Customers receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.
- 2.9.3 Federal Taxes and Charges - Federal excise tax and the Network Access Charge appear as separate line items on the Customer's bill and are not included in the quoted rates and charges set forth in this Tariff.

SECTION 3 – DESCRIPTION OF SERVICE AND RATES

3.1 Application of Rates

- 3.1.1 Introduction - The regulations set forth in this section govern the application of rates for services contained in other sections of this Tariff. An application for service, whether made orally, in writing or by use of service, establishes a contract between the Company and the Customer or Business Customer pursuant to the terms and conditions included within this Tariff. Neither the contract nor any rights acquired thereunder may be assigned or in any manner transferred to a third party by the Customer or Business Customer without the Company's written approval.
- 3.1.2 Charges Based on Duration of Use - Where charges for a specific service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:
- A. Calls are measured in billing increments identified for each service. All calls held for a fraction of a billing increment are rounded up to the next whole billing increment.
 - B. Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s). Timing for operator service person-to-person calls starts with completion of the connection to the person called or an acceptable substitute, or to the PBX station called.
 - C. Timing terminates on all calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier.
 - D. Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call and will be billed according to applicable eastern standard or eastern daylight savings time.
 - E. Charges for calls are calculated on the basis of a flat per minute rate regardless of time of call or distance called.

SECTION 4 - RATES AND CHARGES

- 4.1 PowerOne (1+) Service - The Company offers direct dial intrastate, interexchange service to business and residential Customers for outbound intraLATA and interLATA calling over standard switched lines.

Calls are billed in full minute billing increments with a minimum call of one (1) minute.

Per Minute Rate: \$.189

- 4.2 Toll Free 800/888 Service – Toll free service allows the calling party to charge each call to the called party without operator assistance. By the use of specially designed prefixes, such as 800 or 888, the charge for each call is automatically billed to the Customer.

Calls are billed in full minute billing increments with a minimum call of one (1) minute.

Per Minute Rate: \$.209 (I)
Monthly Recurring Charge: \$2.99
Monthly Recurring Charge (Business) \$3.99

- 4.3 Travel Card Service –Travel Card Service is a travel service allowing Customers to originate calls via a Company-provided toll free number from non-presubscribed access lines. Customers may terminate calls to all valid telephone numbers within the State of Texas.

Per Minute Rate: \$.269

- 4.4 Directory Assistance and Operator Services – Directory Assistance is available to PNG customers. Directory Assistance charges apply to each call to the Directory Assistance Bureau. The Directory Assistance charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number.

Charge per call \$.85

- 4.5 PowerDial Service - PowerDial Service allows customers to reduce the rate they pay for outbound long distance calls by dialing toll-free directly into PNG owned facilities outside the State of Texas. The call is then routed from these facilities to its termination point.

Per Minute Rate: \$.099