

OHIO TELECOMMUNICATIONS TARIFF

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

TNCI Operating Company LLC

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

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

SECTION 2 - RULES AND REGULATIONS**UNDERTAKING OF TNCI**

Emergency 911 Service

1. This Service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made or asserted by the Customer or by any other party or person for any personal injury to or death of any person or persons, nor for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of this Service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this Service. In the event that the Company is providing an IP-Enabled Service, its liability, if any shall be limited by the provisions of the 911 NET Act (Pub. L.110-283) as well as the protections of this Tariff and state law if applicable.

2. Neither is Company responsible for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 Service features and the equipment associated therewith, or by any Services furnished by Company including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 Service, or which arise out of the negligence or other wrongful act of Company, the Customer, its Authorized Users, agencies or municipalities, or the employees or agents of any one of them.

PRIMARY INTEREXCHANGE CARRIER CHANGE CHARGE

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

Primary Interexchange Carrier Change Charge, per account \$5.50