

TITLE SHEET

OHIO TELECOMMUNICATIONS TARIFF

This tariff contains the descriptions, regulations and rates applicable to the furnishing of service and facilities for the telecommunications services provided by COMTECH 21, LLC, with principal offices at One Barnes Park South, Wallingford, CT 06492. This tariff applies for services furnished within the State of Ohio. This tariff is on file with the Ohio Utilities Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

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Issued: April 21, 2009

Effective: March 9, 2009

Issued by Laura Matosian, Vice President Operations  
COMTECH 21, LLC  
One Barnes Park South  
Wallingford, CT 06492

CHECK SHEET

Sheets 1 through 10 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	Revised
1.1	Revised
2	Revised
3	Revised
4	Revised
5	Revised
6	Revised
7	Revised
8	Revised
9	Revised
10	Revised

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**SYMBOLS**

The following list of symbols is to be used by all utilities:

- C - To signify changed condition or regulation
- D - To signify discontinued rate, regulation or condition
- I - To signify an increase
- M - To signify that material has been transferred from another sheet or place in the tariff
- N - To signify new rate, regulation, condition or sheet
- O - To signify no change
- R - To signify a reduction in a rate
- S - To signify reissued regulations
- T - To signify a change in text but no change in rate
- Z - To signify a correction

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**TARIFF FORMAT**

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

**SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS**

Access Line – An arrangement which connects the customer’s location to a primary carrier’s network switching center.

Account Code – An unforced and unverified numerical code which the Customer’s User may utilize as an option at additional Company charge to identify the Customer’s client for billing purposes and/or to cost allocate calling charges.

Carrier – COMTECH 21, LLC.

Company – COMTECH 21, LLC.

Customer – The person, firm, corporation or other entity which orders and receives COMTECH 21, LLC’s service and is responsible for payment of charges due and compliance with the Company’s tariff regulations.

Day – From 8:00 a.m. up to but not including 5:00 p.m. local time, Monday through Friday.

Equal Access – The offering of the Customer’s local telephone company which enables connection of the Subscriber’s switched central office lines to the Primary Carrier network utilized by COMTECH 21, LLC.

Evening – From 5:00 p.m. up to but not including 11:00 p.m. local time, Sunday through Friday.

Holidays - COMTECH 21, LLC recognized holidays are New Year’s Day (January 1), President’s Day (Feb.), Easter Sunday, Memorial Day, Independence Day (July 4), Labor Day (the first Monday in Sept.), Thanksgiving Day (the fourth Thursday in November) and Christmas (December 25). The holiday rate applicable is the night/weekend rate, applies for the entire day, and supersedes other rates.

LEC – Local exchange carrier, the fundamental (regulated) local (central office) telephone service provider to the Customer.

Night/Weekend – From 11:00 p.m. up to but not including 8:00 a.m. Sunday through Friday, and 8:00 a.m. Saturday up to but not including 5:00 p.m. Sunday.

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**SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS (CONT'D.)**

OHPUC – Ohio Public Utilities Commission

Postalized – A pricing mechanism offering a flat rate (mileage non-sensitive) per minute.

Primary Carrier – The FCC-authorized and Ohio-approved carrier over whose facilities COMTECH 21, LLC's network calls are actually (physically) carried and/or their applicable agents, representatives, resellers, or other intermediaries.

Subscriber – The customer of COMTECH 21, LLC. The customer subscribes to the services of COMTECH 21, LLC by completing an application for the Company's services and by being accepted as a customer of the Company.

User – The calling party utilizing the services of Carrier.

WATS – Wide Area Transmission Service, the generic term for discounted long distance business services.

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**SECTION 2 – RULES AND REGULATIONS**

2.1 Cancellation or Interruption of Services

2.1.1. The Customer may cancel service after the minimum 30 day service period upon written notice to the Company and after payment of all charges for all services billed to the Subscriber.

2.1.2. Without incurring liability, Carrier may discontinue services to a Subscriber or may withhold the provision of ordered or contracted services:

- A. For nonpayment of any sum due Carrier for more than thirty days after issuance of the bill for the amount due upon ten (10) days written notice.
- B. For violation of any of the provisions of this tariff.
- C. By reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting Carrier from furnishing its services.
- D. Carrier may also discontinue service without notice for any of the following reasons:
  - 1. If a Subscriber or User causes or permits any signals or voltages to be transmitted over Carrier's network in such manner as to cause a hazard or to interfere with Carrier's service to others.
  - 2. If a Subscriber or User uses Carrier's services in a manner to violate the law.
- E. For any reason 30 days prior written notice to the Subscriber.
- F. In all other circumstances, Carrier will provide the Subscriber with written notice stating the reason for discontinuance, and will allow the Subscriber not less than 10 days from the date of Customer receipt of notice to remove the cause for discontinuance. In cases of non-payment of charges due, the Subscriber will be allowed at least seven days, excluding Saturdays, Sundays and holidays, to make full payment of all invoiced charges.

**SECTION 2 – RULES AND REGULATIONS (CONT'D.)**

2.1 Cancellation or Interruption of Services (Cont'd)

2.1.3 Without incurring liability, Carrier may interrupt the provisions of services at any time in order to perform tests and inspections to assure compliance with tariff regulations and the proper installation and operation of Subscriber and Carrier's facilities and may continue such interruption until any items of non compliance or improper operation so identified are rectified.

2.1.4 Service may be discontinued by Carrier, without notice to the Subscriber, by blocking traffic to certain counties, cities, or exchanges, or by blocking calls using certain customer authorization codes, when Carrier deems it necessary to take such action to prevent unlawful use of its service. Carrier will restore service as soon as it can be provided without undue risk.

2.2 Billing Arrangements

2.2.1 Unless otherwise arranged in writing by both the Customer and Carrier, the Subscriber shall be obligated to pay all charges as invoiced upon receipt of bill. The Subscriber agrees to pay all charges within 30 days of the date of the invoice. See also Section 2.5, Contested Charges.

2.2.2 All current charges not paid within 30 days of the date on the invoice shall be considered overdue and shall be assessed a 1.5% per month (or part thereof) finance charge. Payments made by the Customer to the Carrier will be credited against the oldest charges outstanding.

2.3 Validation of Credit

Carrier reserves the right to validate the creditworthiness of Subscribers through bank and trade references and credit card payment history procedures.



## 2.4 Contested Charges

Any charges not disputed by the Subscriber shall be considered acceptable (uncontestable) by the Subscriber.

All bills are presumed accurate, and the responsibility for payment of any usage reported by the Primary Carrier as attributed to the Customer shall be absolutely binding on the Subscriber. If an objection (contested charges) is received by the Carrier, the Carrier will initiate an investigation of the disputed usage and/or charges. In the case of a billing dispute which cannot be settled with mutual satisfaction between the Subscriber and the Carrier, the Subscriber can then follow the next course of action.

2.4.1 First, the Subscriber may request, and the Carrier will provide, an in depth written review of the disputed amount.

2.4.2 Second, if there is still a disagreement about the disputed amount after the investigation and review by a manager of the Carrier, the Subscriber may file an appropriate complaint with the Ohio PUC.

## 2.5 Billing Entity Conditions

When billing functions on behalf of Carrier or for any other services rendered to the Subscriber are performed by local exchange telephone companies, credit card companies or others, the payment conditions and regulations of such companies apply, including any applicable interest and/or late payment charge conditions.

## 2.6 Deposits and Advance Payments

Carrier does not require a deposit or advance payment from the Subscriber.

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SECTION 3 – DESCRIPTION OF THE COMTECH 21, LLC SERVICE3.1 Service Offerings

The Carrier provides outbound, switched, Equal-Access, inter-LATA intrastate and domestic (interstate) and international voice long distance resale telecommunications services to small-to-medium sized business.

Customer Service toll free telephone number is 1 877-312-5564.

The Carrier will not offer any Alternate Operator Services at this time.

3.2. Timing of Calls

The Customer's long distance usage charge is based on the actual usage of COMTECH 21, LLC's network. Usage begins when the called party picks up the receiver. When the called party picks up is determined by hardware answer supervision in which the local telephone company sends a signal to the Primary Carrier's switch or the software utilizing audio tone detection. All call activity billed by COMTECH 21, LLC in Connecticut is hardware answer-supervised and thus constitutes in each case a completed call.

3.3 Incomplete Calls

There shall be no charge for incomplete calls. No charge will be levied for unanswered calls. Customers will receive credit for calls placed to a wrong number if the customer notifies the Company of the error.

3.4 Directory Assistance

Carrier does offer directory assistance services to its Carrier within the allowed areas of termination of its services.

3.5. Anti-Slamming

Applicant will not allow any "Slamming of Customers". COMTECH 21, LLC has not been the subject of investigation for unauthorized switching of a customer's long distance from one Carrier to another. COMTECH 21, LLC requires third party verification signatures of LOA's and automated or live third party verifications on requests to change a customer's presubscribed long distance carrier.

SECTION 4 – RATES

- 4.1 Returned Check Charge - \$25.00

SECTION 5 SERVICE STANDARDS

- 5.1 Minimum Telephone Service Standards (MTSS)

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