

Anthony D. Gillette
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CINERGY
COMMUNICATIONS

October 18, 2007

070654-TX

Florida Public Service Commission
Attn: Ann Cole, Commission Clerk
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850

RE: PETITION FOR CHANGE OF NAME

Dear Ms. Cole:

BE ADVISED that, with this letter, Cinergy Communications Company (hereafter "Cinergy") hereby petitions the Commission for approval to change its name to Norlight, Inc. We have already changed the name with the Florida Department of State. You should also be aware that we have registered the fictitious name of "Cinergy Communications". It is our intention, upon Commission approval, to market our enterprise products under the name of Norlight, Inc. and to market our residential products under the Cinergy Communications name.

I have attached the following exhibits for your review:

- Exhibit A – Letter from the Department of State acknowledging that Cinergy Communications Company changed its name to Norlight, Inc. on July 2, 2007.
- Exhibit B – Letter acknowledging that Norlight, Inc. registered the fictitious name of Cinergy Communications with the Florida Department of State on September 7, 2007.
- Exhibit C – Revised tariff pages for Cinergy Communications Company's Interexchange Tariff. These pages were edited to reflect the new name of Norlight, Inc. and its fictitious name of Cinergy Communications. I have enclosed labels to change the company name on the other pages in this tariff.
- Exhibit D – Revised tariff pages for Cinergy Communications Company's local exchange price list. These pages were edited to reflect the new name of Norlight, Inc. and its fictitious name of Cinergy Communications. I have enclosed labels to change the company name on the other pages in this price list.
- Exhibit E – Revised tariff pages for Cinergy Communications Company's access service price list. These pages were edited to reflect the new name of Norlight, Inc. and its fictitious name of Cinergy Communications. I have enclosed labels to change the company name on the other pages in this price list.

Please note that this is nothing more than a request for a name change, which will have no impact on our rates, fees or services.

*Original Tariffs +
Labels forwarded to CUP.*

DOCUMENT NUMBER-DATE

09565 OCT 19 6

FPSC-COMMISSION CLERK

Please use the self-addressed postage prepaid envelope to mail me one file-stamped copy of this letter for my records, and please feel free to contact me if you have any questions or require any additional information. I can be reached at (913) 754-3341 or anthony.gillette@qservicesco.com.

Sincerely,

~~Anthony D. Gillette
Corporate Counsel~~

~~Encl.~~

EXHIBIT A

DOCUMENT NO. DATE
09565-07 10/19/07
FPSC - COMMISSION CLERK



FLORIDA DEPARTMENT OF STATE
Division of Corporations

July 9, 2007

JOHN CHUANG
NORLIGHT, INC.
8829 BOND ST
OVERLAND PARK, KS 66214

Re: Document Number F01000005211

The Amendment to the Application of a Foreign Corporation for CINERGY COMMUNICATIONS COMPANY which changed its name to NORLIGHT, INC., a Kentucky corporation authorized to transact business in Florida, was filed on July 2, 2007.

Should you have any questions regarding this matter, please telephone (850) 245-6050, the Amendment Filing Section.

Cheryl Coulliette
Document Specialist
Division of Corporation

Letter Number: 407A00043570

State of Florida



Department of State

I certify from the records of this office that CINERGY COMMUNICATIONS COMPANY is a Kentucky corporation authorized to transact business in the State of Florida, qualified on October 3, 2001.

The document number of this corporation is F01000005211.

I further certify that said corporation has paid all fees due this office through December 31, 2002, that its most recent annual report/uniform business report was filed on July 11, 2002, and its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.



CR2EO22 (1-99)

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Fifteenth day of July, 2002

Katherine Harris

Katherine Harris
Secretary of State

EXHIBIT B



FLORIDA DEPARTMENT OF STATE
Katherine Harris
Secretary of State

July 15, 2002

CINERGY COMMUNICATIONS COMPANY
1419 W. LLOYD EXPY, STE 101
EVANSVILLE, TN 47710

SUBJECT: CINERGY COMMUNICATIONS COMPANY
DOCUMENT NUMBER: F01000005211

In compliance with the request on your 2002 Annual Report/Uniform Business Report, the certificate of status for the subject corporation is enclosed.

Should you have any questions regarding this matter, please telephone (850) 488-9000.

Division of Corporations



FLORIDA DEPARTMENT OF STATE
Division of Corporations

September 10, 2007

CINERGY COMMUNICATIONS
8829 BOND STREET
OVERLAND PARK, KS 66214

Subject: **CINERGY COMMUNICATIONS**

REGISTRATION NUMBER: **G07250900002**

This will acknowledge the filing of the above fictitious name registration which was registered on September 7, 2007. This registration gives no rights to ownership of the name.

Each fictitious name registration must be renewed every five years between January 1 and December 31 of the expiration year to maintain registration. Three months prior to the expiration date a statement of renewal will be mailed.

IT IS THE RESPONSIBILITY OF THE BUSINESS TO NOTIFY THIS OFFICE IN WRITING IF THEIR MAILING ADDRESS CHANGES. Whenever corresponding please provide assigned Registration Number.

Should you have any questions regarding this matter you may contact our office at (850) 245-6058.

Reinstatement Section
Division of Corporations

Letter No. 807A00053458

P.O. BOX 6327 -Tallahassee, Florida 32314

APPLICATION FOR REGISTRATION OF FICTITIOUS NAME

Note: Acknowledgements/certificates will be sent to the address in Section 1 only.

FILED

2007 SEP -7 AM 11:03

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

G07250900002

This space for office use only

Section 1

1. Cinergy Communications
 Fictitious Name to be Registered (see instructions if name includes "Corp" or "Inc")

8829 Bond Street
 Mailing Address of Business

Overland Park KS 66214
 City State Zip Code

3. Florida County of principal place of business: _____
Broward
 (see instructions if more than one county)

Section 2

A. Owner(s) of Fictitious Name If Individual(s): (Use an attachment if necessary):

1. Last _____ First _____ M.I. _____
 Address _____
 City _____ State _____ Zip Code _____

2. Last _____ First _____ M.I. _____
 Address _____
 City _____ State _____ Zip Code _____

B. Owner(s) of Fictitious Name If other than an individual: (Use attachment if necessary):

1. Norlight, Inc.
 Entity Name
8829 Bond Street
 Address
Overland Park KS 66214
 City State Zip Code
 Florida Registration Number _____
 FEI Number: 61-0927928
 Applied for Not Applicable

2. _____
 Entity Name
 Address _____
 City _____ State _____ Zip Code _____
 Florida Registration Number _____
 FEI Number: _____
 Applied for Not Applicable

Section 3

I (we) the undersigned, being the sole (all the) party(ies) owning interest in the above fictitious name, certify that the information indicated on this form is true and accurate. In accordance with Section 885.09, F.S., I (we) understand that the signature(s) below shall have the same legal effect as if made under oath. (At Least One Signature Required)

John M. Walker _____
 Signature of Owner Date Signature of Owner Date

Phone Number: (913) 754-3322 Phone Number: _____

Section 4

**FOR CANCELLATION COMPLETE SECTION 4 ONLY:
 FOR FICTITIOUS NAME OR OWNERSHIP CHANGE COMPLETE SECTIONS 1 THROUGH 4:**

I (we) the undersigned, hereby cancel the fictitious name _____
 _____, which was registered on _____ and was assigned
 registration number _____

 Signature of Owner Date Signature of Owner Date

Mark the applicable boxes Certificate of Status — \$10 Certified Copy — \$30

NON-REFUNDABLE PROCESSING FEE: \$50

EXHIBIT C

FLORIDA
INTEREXCHANGE TELECOMMUNICATIONS TARIFF
OF
NORLIGHT, INC.
a/k/a CINERGY COMMUNICATIONS

(T)

(T)

(T)

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of resold telecommunications services provided by Norlight, Inc., a/k/a Cinergy Communications, within the State of Florida. This tariff is on file with the Florida Public Service Commission. All regulated services offered by Norlight, Inc., whether under that name or Cinergy Communications, are subject to the terms and conditions set forth herein. A copy of this tariff may be inspected during normal business hours at the company's principal place of business: 8829 Bond Street, Overland Park, KS 66214.

(T)

(T)

Issued: October 15, 2007

Effective:

By John Cinelli, President
Norlight, Inc.
3701 Communications Way
Evansville, IN 47715

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Issued: October 15, 2007

Effective:

By John Cinelli, President
 Norlight, Inc.
 3701 Communications Way
 Evansville, IN 47715

SECTION 1- TERMS AND ABBREVIATIONS

Authorization Code – A pre-defined series of numbers to be dialed by the Customer or End User upon access to the Company's system to notify the caller and validate the caller's authorization to use the services provided. The Customer is responsible for charges incurred through the use of his or her assigned Authorization Code.

Available Usage Balance – The amount of usage remaining on a Debit Account at any particular point in time. Each Debit Account has an Initial Account Balance which is stated either in U.S. Dollars or Call Units, depending on the type of service. The Available Balance is depleted as services provided by the Company are utilized by the Customer.

Authorized User – A person, firm, partnership, corporation or other entity who is authorized by the Customer to be connected to and utilize the Carrier's services under the terms and regulations of this tariff.

(D)

Commission – Refers to the Florida Public Service Commission.

Company or Carrier – Norlight, Inc., a/k/a Cinergy Communications, issuer of this tariff.

(T)

Customer – A person, firm, partnership, corporation or other entity which arranges for the Carrier to provide, discontinue or rearrange telecommunications services on behalf of itself or others; uses the Carrier's telecommunications services' and is responsible for payment of charges, all under the provisions and terms of this tariff.

Depletion – Real time reductions in the Available Usage Balance, based on usage of the Customer Debit Account.

End User - Any person, firm, corporation, partnership or other entity which uses the services of the Company under the provision and regulations of this tariff. The End User is responsible for payment unless the charges for the services utilized are accepted and paid by another Customer.

Equal Access – Where the local exchange company central office provides interconnection to interexchange carriers with Feature Group D circuits. In such end offices, Customers can presubscribed their telephone line(s) to their preferred interexchange carrier.

FPSC – Florida Public Service Commission

Issued: October 15, 2007

Effective:

By John Cinelli, President
Norlight, Inc.
3701 Communications Way
Evansville, IN 47715

SECTION 2- RULES AND REGULATIONS**2.1 Undertaking of the Company**

(T)

The Company provides long distance message telecommunications service to Customers for their direct transmission of voice, data and other types of telecommunications.

Communications originate when the Customer accesses the Company directly or through the facilities of another carrier via one or more access lines, equal access or on a dial-up basis. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the Customer, to allow connection of a Customer's location to the Company's network. The Customer shall be responsible for all charges due for such service arrangements.

The Company's services are provided on a monthly basis, unless otherwise stated in this tariff. Services are available twenty-four (24) hours per day, seven (7) days per week.

2.2 Use

2.2.1 Service may be used for any lawful purpose for which it is technically suited. Customers reselling or rebilling the Company's Florida interstate service must have a Certificate of Public Convenience and Necessity as an interexchange carrier from the Florida Public Service Commission.

2.2.2 Services provided under this tariff may be used by the Customer for any lawful telecommunications purpose for which the service is technically suited.

2.2.3 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.

2.2.4 The Company may require applicants for service who intend to use the Company's offerings for resale, shared and/or joint use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and the Commission's regulations, policies, orders, and decisions.

2.2.5 A Customer 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.

Issued: October 15, 2007

Effective:

By John Cinelli, President
Norlight, Inc.
3701 Communications Way
Evansville, IN 47715

SECTION 2- RULES AND REGULATIONS (CONT'D.)

2.4 Assignment and Transfers

2.4.1 All facilities provided under this tariff are directly or indirectly controlled by the Company and neither the Customer nor Subscriber may transfer or assign the use of service or facilities without the express written consent of the Company. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service. Such transfer or assignment, when permitted, shall only apply where there is no interruption of the use or location of the service or facilities.

(T)

2.4.2 Customer may request Carrier to assign one or more sub-accounts for billing purposes and to direct sub-account invoices to Customer's affiliates or other designated entities for payment. Such requests shall not affect the liability of the Customer, who shall remain solely liable to the Company for payment of all invoices for service requested and obtained by Customer, whether invoiced by the Company to the Customer, the Customer's affiliates, or other designated entities.

Issued: October 15, 2007

Effective:

By John Cinelli, President
Norlight, Inc.
3701 Communications Way
Evansville, IN 47715

SECTION 2 – RULES AND REGULATIONS (CONT'D.)**2.5 Liability of the Company**

- 2.5.1** The Company's liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in transmission which occur in the course of furnishing service or facilities, in no event shall exceed \$100.00 or an amount equivalent to the proportionate charge to the Customer, whichever is less, for the period during which the faults in transmission occur. Except as set forth above, the Company shall not be liable for any direct, indirect, consequential, special, actual, punitive or any other damages, or business interruption, or for any lost profits of any kind or nature whatsoever arising out of any defects or any other cause. In the event of an interruption in service or any defect in the service whatsoever, neither the Company nor any affiliated or unaffiliated third party provider or operator of facilities employed in the provision of the service shall be liable for any direct, indirect, consequential, special, actual, punitive or any other damages, or for any lost profits of any kind or nature whatsoever. Moreover, any such mistakes, omission, interruptions, delays, errors, or defects in transmission or service, which are caused or contributed to by the negligence or willful act of the Customer, or Authorized User, or joint user, or which arise from the use of Customer provided facilities or equipment shall not result in the imposition of any liability whatsoever upon the Company. (T)
- 2.5.2** The Company shall not be liable for any claim or loss, expense or damage (including indirect, special or consequential damage), for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by an Act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.
- 2.5.3** Indemnification – The Company's liability, if any, for its gross negligence or willful misconduct is not limited by this tariff. With respect to any other claim or suit by a Customer or by any other others, the Customer indemnifies and saves harmless the Company against claims, losses or suits for injury to or death of any person, or damage to any property which arises from the use, placement or presence of the Company's equipment, facilities and associated wiring of the Customer's premises and further the Customer indemnifies and saves harmless the Company against claims for libel, slander, invasion of privacy or the infringement of copyright arising directly or indirectly from the material transmitted over the facilities of the Company or the use thereof by the Customer; against claims for infringement of patents arising from combining with or using in connection with, facilities furnished by the Company and apparatus, equipment and systems provided by the Customer; and against all other claims arising out of any act or omission of the Customer in connection with the services or facilities provided by the Company. No agents or employees of other carriers shall be deemed to be agents or employees of the Company.

Issued: October 15, 2007

Effective:

By John Cinelli, President
Norlight, Inc.
3701 Communications Way
Evansville, IN 47715

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

2.8 Cancellation or Termination of Service by Customer

2.8.1 Customers of presubscribed long distance services may cancel service at any time by providing the Company with written or verbal notification. The Company shall hold the Customer responsible for payment of all bills for service furnished until the cancellation date specified by the Customer or until the date that the cancellation notice is received, whichever is later.

(T)

2.9 Cancellation or Termination of Service by Company

2.9.1 For nonpayment: The Company may terminate service to a Customer or Subscriber for nonpayment of undisputed charges upon five (5) working days written notice to the Customer or Subscriber without incurring any liability for damages due to the loss of telephone service to the Customer or Subscriber.

2.9.2 The Company may refuse or discontinue service under the following conditions provided that, unless otherwise stated, the Customer shall be given five (5) days notice to comply with any rule or remedy any deficiency:

(T)

A. For non-compliance with or violation of any State, municipal, or Federal law, ordinance or regulation pertaining to telephone service.

B. For use of telephone service for any purpose other than that described in the application.

C. For neglect or refusal to provide reasonable access to the Company or its agents for the purpose of inspection and maintenance of equipment owned by the Company or its agents.

(T)

(T)

D. With five (5) working days written notice for noncompliance with or violation of Commission regulation or the Company's rules and regulations on file with the Commission.

(T)

Issued: October 15, 2007

Effective:

By John Cinelli, President
Norlight, Inc.
3701 Communications Way
Evansville, IN 47715

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

2.9 Cancellation or Termination of Service by Company, (Cont'd.)

2.9.2 Continued

- E.** Without notice in the event of Customer, Subscriber or Authorized User use of equipment in such a manner as to adversely affect the Company's equipment or service to others. (T)
- F.** Without notice in the event of tampering with the equipment or services owned by the Company or its agents.
- G.** Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, the Company may, before restoring service, require the Customer or Subscriber to make, at his or her expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use. (T)
- H.** Without notice by reason of any order or decision of a court or other government authority having jurisdiction which prohibits Company from furnishing such services.

SECTION 2 – RULES AND REGULATIONS, (CONT'D.)**2.10 Interconnection**

Service furnished by the Company may be connected with the services or facilities of other carriers. Such service or facilities are provided under the terms, rates and conditions of the other carrier. The Customer is responsible for all charges billed by other carriers for use in connection with the Company's services. Any special interface equipment or facilities necessary to achieve compatibility between carriers is the responsibility of the Customer.

(T)

(T)

2.11 Terminal Equipment

The Company's facilities and service may be used with or terminated in terminal equipment or communications systems such as a PBX, key system, single line telephone, or pay telephone. Such terminal equipment shall be furnished and maintained at the expense of the Customer. The Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry.

(T)

2.12 Inspection, Testing and Adjustment

Upon reasonable notice, the facilities or equipment provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary for their maintenance in a condition satisfactory to the Company. No interruption allowance shall be granted for the time during which such tests and adjustments are made, unless such interruption exceeds twenty-four (24) hours in length and credit for the interruption is requested by the Customer.

2.13 900, 976, and 700 Numbers

The Company does not provide 900, 976 or 700 number services. Customer calls placed to these numbers are routed to the local or long distance carrier providing the service. Customers may contact their local exchange carrier or the carrier providing the service to request blocking of access to these numbers.

Issued: October 15, 2007

Effective:

By John Cinelli, President
Norlight, Inc.
3701 Communications Way
Evansville, IN 47715

SECTION 3 – SERVICE DESCRIPTIONS**3.1 General**

The Company provides direct dialed outbound, inbound, travel card and access to directory assistance for communications originating and terminating within the state. The Company's services are available twenty-four (24) hours per day, seven (7) day a week. Intrastate service is offered in conjunction with interstate service.

(T)

Customers are charged individually for each call placed through the Company's network. Charges may vary by service offering, mileage band, class of call, time of day, day of week and/or call duration. Customers are billed based on their use of the Company's services and network.

(T)

Customers reselling or rebilling telecommunications services must have a Certificate of Public Convenience and Necessity as an interexchange carrier from the Florida Public Service Commission.

3.2 Quality and Grade of Service Offered

Minimum Call Complete Rate – Customers can expect a call completion rate of not less than 90% during peak use periods. The call completion rate is calculated as the number of calls completed (including calls completed to a busy line or to a line which remains unanswered by the called party) divided by the number of calls attempted.

Issued: October 15, 2007

Effective:

By John Cinelli, President
Norlight, Inc.
3701 Communications Way
Evansville, IN 47715

SECTION 3 – SERVICE DESCRIPTIONS, (CONT'D.)

3.3 Timing of Calls

Billing for calls placed over the Company's network are based in part on the duration of the call as follows, unless otherwise specified in this tariff:

(T)

3.3.1 Timing of each call begins when the called station is answered (i.e., when two way communications are established). Answer detection is based on standard industry answer detection methods, including hardware and software answer detection.

3.3.2 Chargeable time for calls ends when one of the parties disconnects from the call.

3.3.3 The initial and additional billing increments are stated in the description of each service.

3.3.4 The Company will not knowingly bill for unanswered calls. When a Customer indicates that he/she was billed for an incomplete call, the Company will reasonably issue credit for the call.

(T)

3.4 Rate Periods

The Company does not offer time-of-day discounts.

3.5 Calculation of Distance

The Company does not offer mileage-sensitive services.

3.6 Holidays

The Company does not offer Holiday discounts.

Issued: October 15, 2007

Effective:

By John Cinelli, President
Norlight, Inc.
3701 Communications Way
Evansville, IN 47715

EXHIBIT D

FLORIDA
LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES PRICE LIST
OF
NORLIGHT, INC.
a/k/a CINERGY COMMUNICATIONS

(T)

(T)

This price list contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for Local Exchange telecommunications services within the State of Florida by Norlight, Inc. a/k/a Cinergy Communications. This price list is on file with the Florida Public Service Commission. All regulated services offered by Norlight, Inc., whether under that name or Cinergy Communications, are subject to the terms and conditions set forth herein. A copy of this price list may be inspected during normal business hours at the company's principal place of business: 8829 Bond Street, Overland Park, KS 66214.

(T)

(T)

Issued: October 15, 2007

Effective:

By John Cinelli, President
Norlight, Inc.
3701 Communications Way
Evansville, IN 47715

APPLICATION OF PRICE LIST

This price list sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate end-user local exchange communication services by the Company to Customers within the state of Florida. The Company's services are furnished subject to the availability of facilities and subject to the terms and conditions set forth herein.

(T)

(T)

The rates and regulations contained in this price list apply only to the services furnished by the Company and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carrier for use in accessing the services of Carrier.

(T)

This price list is on file with the Florida Public Service Commission. In addition, this price list is available for review at the main office of the Company: 8829 Bond Street, Overland Park, KS 66214.

(T)

Issued: October 15, 2007

Effective:

By John Cinelli, President
Norlight, Inc.
3701 Communications Way
Evansville, IN 47715

SECTION 1 – DEFINITION OF TERMS AND ABBREVIATIONS

Advance Payment – Payment of all or part of a charge required before the start of service.

Authorization Code – A numerical code, one or more of which may be assigned to a customer, to enable Carrier to identify the origin of service of the Customer so it may rate and bill the call. All authorization codes shall be the sole property of Carrier and no Customer shall have any property or other right or interest in the use of any particular authorization code. Automatic numbering identification (ANI) may be used as or in connection with the authorization code.

Authorization User – A person, corporation or other entity who is authorized by the Company and Customer to utilize service provided by the Company to the customer. The customer is responsible for all charges incurred by an Authorized.

Automatic Numbering Identification (ANI) – A type of signaling provided by a local exchange telephone company which automatically identifies the local exchange line from which a call originates.

(D)

Commission – Florida Public Service Commission.

Common Carrier – An authorized company or entity providing telecommunications services to the public.

Company – Norlight, Inc. a/k/a Cinergy Communications, issuer of this tariff.

Customer – The person, firm or corporation that orders service and is responsible for the payment of charges and compliance with the terms and conditions of this price list.

Customer Premises – A location designated by the Customer for the purpose of connecting to the Company's services.

Customer Terminal Equipment – Terminal equipment provided by the Customer.

Issued: October 15, 2007

Effective:

By John Cinelli, President
Norlight, Inc.
3701 Communications Way
Evansville, IN 47715

SECTION 4 – LOCAL EXCHANGE SERVICE, CONT'D.

4.3 Basic Local Exchange Service, Cont'd.

4.3.2 Bundled Services, Cont'd.

A. General

Company offers several service packages that bundle local and intraLATA toll services. (T)

Recurring charges are billed monthly in advance. Non-recurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company.

Each local exchange access line is billed at the same Monthly Recurring Charge.

Customers subscribing to the Company's Bundled Services must choose the Company as the local and intraLATA primary carrier. Customers who later choose a carrier other than the Company for intraLATA calling will remain on this service until the Company is notified that this service is no longer the service of choice for the customer. (T)
(T)

Issued: October 15, 2007

Effective:

By John Cinelli, President
Norlight, Inc.
3701 Communications Way
Evansville, IN 47715

SECTION 4 – LOCAL EXCHANGE SERVICE, CONT'D.**4.3 Basic Local Exchange Service, Cont'd.****4.3.3 Bundled Services Cont'd.****B. Q-Link Preferred Package**

Q-Link Preferred Package provides Customers with unlimited local and intraLATA calling for a flat monthly recurring charge. Q-Link Preferred includes unlimited use of custom calling features. Any single call which is longer than 120 minutes will have a per minute charge for each minute above the 120 minutes.

Customers who retain the Month-to-Month service for 12 consecutive months and are in good standing regarding bill payment will receive a credit on the 13th month's Monthly Recurring Charge.

Non-Recurring Charge:

Line Connection Charge: The Line Connection Charge is the activation charge for a new installation. This fee is waived for those Customers who retain their existing telephone number when switching their service to the Company.

(T)

Initial line:	\$56.24
Additional line:	\$12.05

Monthly recurring rates per Preferred Package Line apply to new business customers as follows:

<u>Customer Location</u>	<u>Month-to-Month</u>
UNE Zone 1	\$35.90*
UNE Zone 2	\$35.90

* This rate applies to orders of three lines or less for customer's with NPA-NXXs in the cities of Ft. Lauderdale, Miami, and Orlando.

 Issued: October 15, 2007

Effective:

By John Cinelli, President
Norlight, Inc.
3701 Communications Way
Evansville, IN 47715

SECTION 4 – LOCAL EXCHANGE SERVICE, CONT'D.**4.3 Basic Local Exchange Service, Cont'd.****4.3.4 Bundled Services Cont'd.****C. Q-Link Select Package**

Q-Link Select Package provides Customers with unlimited local and intraLATA calling for a flat monthly recurring charge. This service is available on a Month-to-Month only basis. Q-Link Select does not include any custom calling features. Such features may be purchased separately for additional monthly recurring charges. Any single call which is longer than 120 minutes will have a per minute charge for each minute above the 120 minutes.

Customers who retain the service for 12 consecutive months and are in good standing regarding bill payment will receive a credit on the 13th month's Monthly Recurring Charge.

Non-Recurring Charge:

Line Connection Charge: The Line Connection Charge is the activation charge for a new installation. This fee is waived for those Customers who retain their existing telephone number when switching their service to the Company.

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Initial line:	\$56.24
Additional line:	\$12.05

Monthly and Usage Rates

Monthly Recurring Charge

Rate Classes 1-8:	\$35.90
Rate Classes 9-12:	\$35.90

Rate for calls greater than 120 minutes in duration:	\$0.01
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Effective:

By John Cinelli, President
Norlight, Inc.
3701 Communications Way
Evansville, IN 47715

SECTION 5-SUPPLEMENTAL SERVICES**5.1 Telecommunications Relay Service**

For intrastate toll calls received from the relay service, call charges shall be disconnected by 50% from the otherwise applicable usage rate for a voice non-relay call, except that where the calling or called party indicates that either party is both hearing and visually impaired, the call shall be disconnected 60 percent. The above discounts apply only to time-sensitive elements of a charge for the call and shall not apply to per call charges such as a credit call surcharge..

5.2 Discounts for Hearing Impaired Customers

Intrastate toll message rates for a telecommunications device for the deaf (TDD) user, which is communicated using a TDD by property certified business establishments or individuals equipped with TDDs for communications with hearing or speech impaired persons, shall be evening rates for daytime calls and night rates for evening and night calls.

5.3 Emergency Call Exemptions

The following calls are exempted from all charges: Emergency calls to recognizable authorized civil agencies including police, fire, ambulance, bomb squad and poison control. The Company will only handle these calls if the caller dials all of the digits to route and bill the call. Credit will be given for any billed charges pursuant to this exemption on a subsequent bill after verified notification by the billed Customer within thirty (30) days of billing.

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5.4 Emergency Services (911)

The Company will make access to 911 emergency service available at a level equivalent to the service provided by the incumbent local exchange company. 911 services shall be maintained for the duration of any temporary disconnection for non-payment of a residential Customer's local service.

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Norlight, Inc.
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SECTION 6 – TOLL SERVICES

6.1 General

Rates and regulations for the Toll Services offered by the Company may be found in Florida Tariff No.1 for the Company.

(T)

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SECTION 7 – ACCESS SERVICES

7.1 General

Rates and regulations for the Access Services offered by the Company may be found in Florida Price List No. 2 for the Company.

(T)

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Evansville, IN 47715

EXHIBIT E

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

FLORIDA
TELECOMMUNICATIONS ACCESS SERVICES TARIFF
OF
NORLIGHT, INC.
a/k/a CINERGY COMMUNICATIONS

(T)

(T)

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of competitive access services provided by Norlight, Inc. a/k/a Cinergy Communications, within the State of Florida. This tariff is on file with the Florida Public Service Commission. All regulated services offered by Norlight, Inc., whether under that name or Cinergy Communications, are subject to the terms and conditions set forth herein. A copy of this tariff may be inspected during normal business hours at the company's principal place of business: 8829 Bond Street, Overland Park, KS 66214.

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By John Cinelli, President
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COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 1 – DEFINITIONS

Certain terms used generally throughout this tariff for the Access Services of this Company are defined below.

Access Code: A uniform seven digit code assigned by the Company to an individual Customer. The seven digit code has the form 950-XXXX or 101XXXX.

Access Service: Switched Access to the network of an Interexchange Carrier for the purpose of originating or terminating communications.

Access Service Request (ASR): The industry service order format used by Access Service Customers and access providers as agreed to by the Ordering and Billing Forum.

Access Tandem: An Exchange Carrier's switching system that provides a concentration and distribution function for originating or terminating traffic between local switching centers and Customers' premises.

Authorized User: A person, firm, corporation or other entity that either is authorized by the Customer to use Access Services or is placed in a position by the Customer, either through acts or omissions, to use Access Services.

Carrier or Common Carrier: See Interexchange Carrier or Exchange Carrier.

(D)

Co-Carrier: Any other telecommunications provider authorized by the Commission to provide local exchange service in the state.

Commission: The Florida Public Service Commission.

Common Channel Signaling (CSS): A high-speed packet switched communications network which is separate (out of band) from the public packet switched and message networks. It is used to carry addressed signaling messages for individual trunk circuits and/or database related services between signaling points in the CSS network.

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COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 1 – DEFINITIONS, (Cont'd)

Company: Norlight, Inc. a/k/a Cinergy Communications, issuer of this tariff.

(T)

Constructive Order: Delivery of calls to or acceptance of calls from the Company's End User locations over Company-switched local exchange services constitutes a Constructive Order by the Customer to purchase switched access services as described herein. Similarly the selection by a Company's End User of the Customer as the presubscribed IXC constitutes a Constructive Order of switched access by the Customer.

Customer: The person, firm, corporation or other entity which orders Service and is responsible for the payment of charges and for compliance with the Company's tariff regulations. The Customer could be an interexchange carrier, a wireless provider, or any other carrier authorized to operate in the state.

(D)

8XX Data Base Access Service: The term "8XX Data Base Access Service" denotes a toll-free originating Trunkside Access Service when the 8XX Service Access Code (i.e., 800, 822, 833, 844, 855, 866, 877, or 888 as available) is used.

End User: Any individual, association, corporation, governmental agency or any other entity other than an Interexchange Carrier which subscribes to intrastate service provided by an Exchange Carrier.

Entrance Facility: A trunk facility connecting the Customer's point of presence with the local switching center.

Exchange Carrier: Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in the provision of local exchange telephone service.

Firm Order Confirmation (FOC): Acknowledgment by the Company of receipt of an Access Service Request from the Customer and commitment by the Company of a Service Data.

Individual Case Basis: A service arrangement in which the regulations, rates, and charges are developed based on the specific circumstances of the Customer's situation.

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COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 – RULES AND REGULATIONS

2.1 Undertaking of the Company

(T)

2.1.1 Scope

The Company’s services offered pursuant to this Tariff are furnished for Switched Access Service. The Company may offer these services over its own or resold facilities.

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The Company installs, operates, and maintains the communications services provided herein in accordance with the terms and conditions set forth under this Tariff. The Company may act as the Customer’s agent for ordering access connection facilities provided by other carriers or entities as required in the Commission’s rules and orders, when authorized by the Customer, to allow connection of a Customer’s location to the Company’s network. The Customer shall be responsible for all charges due for such service agreement.

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The Company’s services and facilities are provided on a monthly basis unless otherwise indicated, and are available twenty-four hours per day, seven days per week.

2.1.2 Shortage of Equipment or Facilities

- A. The Company reserves the right to limit or to 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.
- B. 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.
- C. The provisioning and restoration of service in emergencies shall be in accordance with Part 64, Subpart D, Appendix A of the Federal Communications Commission’s Rules and Regulations, which specifies the priority system for such activities.

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Norlight, Inc.
3701 Communications Way
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COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 – RULES AND REGULATIONS (Cont'd.)**2.1 Undertaking of the Company, (Cont'd.)**

(T)

2.1.3 Terms and Conditions

- A. The Company's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services. The Customer remains liable for all obligations under this Tariff and the Company shall have no liability to any person or entity other than the Customer.
- B. 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, in writing, on not less than 30 days notice. Unless otherwise specified herein, for the purpose of computing charges in this tariff, a month is considered to have 30 days.
- C. Customers seeking to cancel service have an affirmative obligation to block traffic originating from or terminating to the Company's network. By originating traffic from or originating traffic to the Company's network, the Customer will have constructively ordered the Company's switched access service.
- D. The Customer agrees to operate Company-provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void Company liability for interruption of service and may make the Customer responsible for damage to equipment pursuant to section 2.1.3.E below.
- E. The Customer agrees to return to the Company all Company-provided equipment delivered to Customer within five (5) days of termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.
- F. The use of the Company's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers is prohibited.

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Evansville, IN 47715

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 – RULES AND REGULATIONS (Cont'd.)

2.1 Undertaking of the Company, (Cont'd.)

(T)

2.1.4 Liability of the Company

- A. THE LIABILITY OF THE COMPANY FOR DAMAGES ARISING OUT OF THE FURNISHING OF ITS SERVICES, INCLUDING BUT NOT LIMITED TO MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, 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 ACT OR OMISSION, SHALL BE LIMITED TO THE EXTENSION OF ALLOWANCES FOR INTERRUPTION AS SET FORTH IN 2.6 BELOW. THE EXTENSION OF SUCH ALLOWANCE FOR INTERRUPTION 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, OR FOR ANY LOST PROFITS OF ANY KIND, TO CUSTOMER AS A RESULT OF ANY COMPANY SERVICE, EQUIPMENT OR FACILITIES, OR THE ACTS OR OMISSIONS OR NEGLIGENCE OF THE COMPANY'S EMPLOYEES OR AGENTS.
- B. With respect to any other claim or suit, by a Customer or by any others, for damages associated with the ordering (including the reservation of any specific number for use with a service), installation (including delays thereof), provision, termination, maintenance, repair interruption or restoration of any service of facilities offered under this tariff, and subject to the provisions of the Company's liability, if any, shall be limited as provided herein.

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Norlight, Inc.
3701 Communications Way
Evansville, IN 47715

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 – RULES AND REGULATIONS (Cont'd.)

2.1 Undertaking of the Company, (Cont'd.)

(T)

2.1.4 Liability of the Company, (Cont'd.)

- C. 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 State 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 strikes, lockouts work stoppages, or other labor difficulties.

- D. 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 the interconnection with Access Services; or (b) for the acts or omissions of other Common Carriers.

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COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 – RULES AND REGULATIONS (Cont'd.)

2.1 Undertaking of the Company, (Cont'd.)

(T)

2.1.4 Liability of the Company, (Cont'd.)

- E. The Company shall not be liable for any damages or loses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.

- F. The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits, or other actions, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, conditions, location, or use of any installation or equipment provided by the Company. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this Section 2.1.4.F as a condition precedent to such installations.

- G. The Company shall not be liable for any defacement of or damage to Customers Premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by the gross negligence or willful misconduct of the Company's agents or employees. No agents or employees of other participating Carriers shall be deemed to be agents or employees' of the Company.

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COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 – RULES AND REGULATIONS (Cont'd.)

2.1 Undertaking of the Company, (Cont'd.)

(T)

2.1.4 Liability of the Company, (Cont'd.)

- H. Notwithstanding the Customer's obligations as set forth in Section 2.3 below, 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 from Customer's use of services furnished under this tariff, including: claims for libel, slander, invasion of privacy or infringement's service; and patent infringement claims arising from combining or connecting the service offered by the Company with apparatus and systems of the Customer or others; 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.

- I. The Company shall be indemnified and held harmless by the End User against any claim, loss or damage arising from the End User's use of services offered under this tariff including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the End User's own communications, patent infringement claims arising from the End User's combining or connecting the service offered by the Company with facilities or equipment furnished by the End User of another Interexchange Carrier; or all other claims arising out of any act or omission of the End User in connection with any service provided pursuant to this tariff.

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COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 – RULES AND REGULATIONS (Cont'd.)

2.1 Undertaking of the Company, (Cont'd.)

(T)

2.1.4 Liability of the Company, (Cont'd.)

- J. The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the Customer for the specific services giving rise to the claim, and no action or proceeding against the Company shall be commenced more than one year after the service is rendered.

- K. The Company makes no warranties or representations, express or implied, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.

- L. The Company shall not be liable for any act or omission of any other company or companies furnishing a portion of the service, or for damages associated with service, channels, or equipment which result from the operation of Customer provided systems, equipment, facilities or service which are interconnected with Company services.

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COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 – RULES AND REGULATIONS (Cont'd.)**2.1 Undertaking of the Company, (Cont'd.)**

(T)

2.1.4 Liability of the Company, (Cont'd.)

- M. The Company does not guarantee nor make any warranty with respect to service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations. The Customer and End User shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other actions, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to, or death of, any person or persons, or for any loss, damage or destruction of an property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, locations or use of service furnished by the Company at such locations.
- N. The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies, for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as its agent, to the Company's Network. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the Customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with the Company's service, that the signals emitted into the Company's Network are of the proper mode, band-width, power, data speed, and signal level for the intended use of the Customer and in compliance with the criteria set forth in Section 2.1.6 following, and that the signals do not damage Company equipment, injure its personnel or degrade service to other Customers. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Company equipment, personnel, or the quality of service to other Customers, the Company, may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's service without liability.

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COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 – RULES AND REGULATIONS (Cont'd.)**2.1 Undertaking of the Company, (Cont'd.)**

(T)

2.1.5 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of service-affecting activities within its control 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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COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 – RULES AND REGULATIONS (Cont'd.)**2.1 Undertaking of the Company, (Cont'd.)**

(T)

2.1.6 Provisions of Equipment and Facilities

- A. The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- B. The Company shall use reasonable efforts to maintain facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, 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.
- C. 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.
- D. Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.
- E. The Customer shall be responsible for the payment of service charges imposed on the Company by another entity, for visits to the Customer Premises when the service difficulty or trouble report results from the use of equipment of facilities provided by any party other than the Company, including but not limited to the Customer.

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COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 – RULES AND REGULATIONS (Cont'd.)**2.1 Undertaking of the Company, (Cont'd.)**

(T)

2.1.6 Provisions of Equipment and Facilities, (Cont'd.)

- F. 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 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. Notwithstanding the above, the Company shall not be responsible for:
1. the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission;
 2. the reception of signals by Customer-provided equipment; or
 3. network control signaling where such signaling is performed by Customer-provided network control signaling equipment.
- G. The Company intends to work cooperatively with the Customer to develop network contingency plans in order to maintain maximum network capability following natural or man-made disasters which affect telecommunications services.
- H. The Company reserves the reasonable right to assign, designate or change telephone numbers, any other call number designations associated with Access Services, or the Company serving central office prefixes associated with such numbers, when necessary in the conduct of its business.

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COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 – RULES AND REGULATIONS (Cont'd.)**2.1 Undertaking of the Company, (Cont'd.)**

(T)

2.1.7 Non-routine Installation

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

2.1.8 Special Construction

Subject to the arrangements of the Company and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is that construction undertaken and characterized by one or more of the following:

- A. where facilities 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. where facilities are to be installed over a route other than that which the Company would normally utilize in the furnishing of its services.;
- D. where facilities are requested in a quantity greater than that which the Company would normally construct;
- E. where installation is on an expedited basis;

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COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 – RULES AND REGULATIONS (Cont'd.)

2.1 Undertaking of the Company, (Cont'd.)

(T)

2.1.8 Special Construction, (Cont'd.)

- F. on a temporary basis until permanent facilities are available;
- G. installation involving abnormal costs; or
- H. in advance of its normal construction schedules.

Special construction charges for Switched Access Service will be determined on an individual use basis.

2.1.9 Ownership of Facilities

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

2.2 Prohibited Uses

- 2.2.1 The services the Company offers shall not be used for any unlawful purposes or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.2 The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming their use of the Company's offerings complies with relevant laws and applicable state regulations, policies, orders, and decisions; and of the Reseller intends to provide intrastate services, is certified with the appropriate state entity.
- 2.2.3 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

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COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 – RULES AND REGULATIONS (Cont'd.)

2.5 Payment Arrangements, (Cont'd.)

2.5.2 Billing and Collection of Charges

Unless otherwise specified herein, bills are due and payable upon receipt.

The Company shall bill on a current basis all charges incurred by, and credits due to, the Customer under this tariff attributable to services established, provided or discontinued during the preceding billing period.

Non-Recurring Charges are due and payable within 20 days after the invoice date.

The Company shall present invoices for all charges monthly to the Customer.

Amounts not paid within 25 days after the date of invoice will be considered past due. The Company will assess a late payment charge equal to 1.5% per month for any past due balance that exceeds 25 days. If the Company becomes concerned at any time about the ability of a Customer to pay its bills, the Company may require that the Customer pay its bills within a specified number of days and make such payments in cash or the equivalent of cash.

(T)

If a service is disconnected by the Company in accordance with Section 2.5.3 following and later restored, restoration of service will be subject to all applicable installation charges.

The Customer shall notify the Company of any disputed items on an invoice within 45 days of receipt of the invoice. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Commission in accordance with the Commission's rules of procedures.

In the event the Company incurs fees and expenses, including attorney's fees, in collecting or attempting to collect any charges owed the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.

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COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 – RULES AND REGULATIONS (Cont'd.)**2.6 Allowances for Interruptions in Service**

Interruptions in service which are not due to the negligence of or noncompliance with the provisions of this tariff by, the Customer or the operation of malfunction of the facilities, power, or equipment provided by the Customer, will be credited to the Customer as set forth in 2.6.1 for the part of the service that the interruption affects.

The credit allowance will be calculated by Company after the Customer notifies the Company of service interruption. The amount of the allowance will depend on the length of the outage and the service impacted. Service Outage conditions are defined as complete loss of call origination and/or receipt capability. Credit Allowances, if any, will be deducted from the charges payable by the IXC and will be expressly indicated on the next invoice. A Service Outage begins when the IXC reports the outage to the Company. A Service Outage ends when the affected circuit and/or associated Company equipment is fully operational in accordance with the technical specifications.

(T)

Credit allowance do not apply to outages (i) caused by the IXC; (ii) due to failure of equipment provided by the IXC; (iii) during any period in which the Company is not given access to the service premises; (iv) failures of LEC facilities or equipment which are carrying the failures resulting from the activities or negligence of LEC employees; (v) inability to gain access to the IXC's equipment; and (vi) due to mutually agreed upon maintenance and repair.

(T)

Credit Allowances received by the Company from the LEC for Off-Net facility outages that affect the IXC's Switched Services will be passed through to the IXC in the form of a credit on the next invoice.

(T)

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