Large Filing Separator Sheet

Case Number: 07-949-TP-ACE

Date Filed: 8/24/2007

Section: 2 of 2

Number of Pages: 150

Description of Document: New Case

3.3 Advanced Features (cont'd)

WCS ISDN DS1 with Unlimited Local and Bundled 5,000 Long Distance MOU
This package includes unlimited local and 5,000 long distance minutes of use. Also
included is Inbound Calling Line ID-Name & Number and long distance usage @ 5,000
MOUs (including regional toll). Usage over the selected LD package will be billed at
\$0.049 per minute.

]	Monthly Recurring Charge					
	12 Months	12 Months 24 Months 36 Months					
AT&T OHIO Area	25.00	50.00	75.00				
Verizon Area	23.50	23.50 47.00 70.50					

WCS ISDN DS1 with Unlimited Local and Bundled 10,000 Long Distance MOU
This package includes unlimited local and 10,000 long distance minutes of use. Also included is Inbound Calling Line ID-Name & Number and long distance usage @ 10,000 MOUs (including regional toll). Usage over the selected LD package will be billed at \$0.049 per minute.

	Monthly Recurring Charge					
	12 Months	36 Months				
AT&T OHIO Area	25.00	50.00	75.00			
Verizon Area	23.50 47.00 70.50					

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Chris S. Barton, President 5471 N. University Drive Coral Springs, Florida 33067

3.3 Advanced Features (cont'd)

WCS ISDN DS1 with Unlimited Local and Bundled 15,000 Long Distance MOU
This package includes unlimited local and 15,000 long distance minutes of use. Also
included is Inbound Calling Line ID-Name & Number and long distance usage @ 15,000
MOUs (including regional toll). Usage over the selected LD package will be billed at
\$0.049 per minute.

]	Monthly Recurring Charge					
	12 Months	12 Months 24 Months 36 Months					
AT&T OHIO Area	25.00	50.00	75.00				
Verizon Area	23.50 47.00 70.50						

WCS ISDN DS1 with Unlimited Local and Bundled 30,000 Long Distance MOU
This package includes unlimited local and 30000 long distance minutes of use. Also
included is Inbound Calling Line ID-Name & Number and long distance usage @ 30,000
MOUs (including regional toll). Usage over the selected LD package will be billed at
\$0.049 per minute.

	Monthly Recurring Charge					
	12 Months	36 Months				
AT&T OHIO Area	25.00	50.00	75.00			
Verizon Area	23.50 47.00 70.50					

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3.3 Advanced Features (cont'd)

WCS ISDN DS1 with Unlimited Local and Bundled 50,000 Long Distance MOU
This package includes unlimited local and 50,000 long distance minutes of use. Also included is Inbound Calling Line ID-Name & Number and long distance usage @ 50,000 MOUs (including regional toll). Usage over the selected LD package will be billed at \$0.049 per minute.

		Monthly Recurring Charge					
	12 Months	12 Months 24 Months 36 Months					
AT&T OHIO Area	25.00	50.00	75.00				
Verizon Area	23.50	47.00	70.50				

WCS ISDN DS1 with Unlimited Local and Bundled 100,000 Long Distance MOU
This package includes unlimited local and 100,000 long distance minutes of use. Also
included is Inbound Calling Line ID-Name & Number and long distance usage @
100,000 MOUs (including regional toll). Usage over the selected LD package will be
billed at \$0.049 per minute.

	j	Monthly Recurring Charge			
	12 Months	36 Months			
AT&T OHIO Area	25.00	50.00	75.00		
Verizon Area	23.50	47.00	70.50		

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3.3 Advanced Features (cont'd)

E. WCS ISDN BRI Service

WCS ISDN BRI (Basic Rate Interface) uses standard "twisted pair" cables and is nearly three times faster than a 56K dial up line. WCS ISDN PRI (Primary Rate Interface) uses a 1.544 Mbps digital transport facility (T1). Both services provide the superior clarity of digital transmission, a high-speed data interface and sufficient bandwidth capacity to fulfill your current and future communication needs.

ISDN BRI consists of two 64 Kbps B (Bearer) channels and one 16 Kbps D (Data) channel. Each B channel has the ability to integrate voice, data, image and video. The B channels may be kept separate or bonded together to deliver 128 Kbps.

Monthly Recurring Charges

	Monthly Recurring Charge ²¹
ISDN Basic Exchange Digital Line, each	\$10.00
ISDN Basic Exchange Circuit Switched Voice	
First Line	n/a
Second Line	2.00
ISDN Basic Exchange Circuit Switched Data, each	2.00
ISDN Basic Exchange Alternate Circuit Switched Voice/Data,each	2.00

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²¹ These ISDN BRI rates are a supplement to individual Message Rate Service.

3.3 Advanced Features (cont'd)

F. WCS Digital Centrex Service

WCS Digital Centrex Service delivers superior performance, PBX-like functionality including abbreviated dialing, and is compatible with many telephone sets. Each user has a unique seven-digit direct telephone number and customized features. The service is affordable, power failure safe and provides a scalable platform for future growth and technology.

Monthly Recurring Charges

Contract Length	Monthly Recurring Charge	Max Rate
12 months – Assume Dial	26.61	53.22
12 months	23.15	46.30
24 months	21.05	42.10
36 months	17.59	35.18
60 months	16.51	33.02
84 months	15.80	31.60

NOTES FOR ALL: Availability of services must be verified with the Company based on customer address and NPA-NXX. Rates do not included FCC End User Charge, FCC Port Charge, or other surcharges and taxes. Minimum service period is 12 months. If service is cancelled prior to the end of the contract, a termination charge will be calculated as follows: a. The average of the sum of all line charges on three previous Company invoices to the customer (excluding taxes) multiplied by the number of months remaining in the term agreement.

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- 3 <u>Local Exchange Service Price List</u> (cont'd)
 - 3.3 Advanced Features (cont'd)
 - G. Direct Inward Dial (DID) Service

DID service is an optional feature which can be purchased in conjunction with Company-provided Basic Trunks or Digital Trunks. DID service transmits the dialed digits for all incoming calls allowing the Customer's PBX to route incoming calls directly to individual stations corresponding to each individual DID number. Charges for DID capability and DID numbers apply in addition to charges specified for Basic Trunks or Digital Trunks.

So the Company may efficiently manage its number resource, the Company, at its sole discretion, reserves the right to limit the quantity of DID numbers a Customer may obtain. Requests for 300 or more DID numbers must be provided to the Company in writing no less than five (5) months prior to activation. In addition, the Company reserves the right to review vacant DID stations or stations not in use to determine their utilization. Should the Company determine, based on its own discretion, that there is inefficient number utilization, the Company may reassign the DID numbers.

The Customer has no property right to the telephone number or any other call number destination associated with DID service furnished by the Company, and no right to the continuance of service through any particular end office. The Company reserves the right to change such numbers, or the end office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business.

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- Advanced Features (cont'd) 3.3
- Direct Inward Dial (DID) Service (cont'd) G.

Verizon Service Areas

Monthly

DID Numbers	Non-Recurring	
Block of 10 Numbers	\$2.05	
Block of 100 Numbers	\$20.50	
DID Trunk Termination	\$15.00	

AT&T OHIO Service Areas

Monthly

DID Numbers	Non-Recurring
Block of first 20 numbers	\$3.20
Block of add'1 20 numbers	\$3.20
Individual DID number	\$0.25
DID Trunk Termination	\$19.00

Reserved for Future Use <u>3.4</u>

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3.5 Reserved for Future Use

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3 3.5.1 Reserved for Future Use

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3.5.2 Reserved for Future Use

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3.5.3 Reserved for Future Use

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3 3.5.4 Reserved for Future Use

3.6 Directory Assistance

A For all calls to local directory assistance beyond the monthly allowance of one call per month, the following charge will apply per call:

AT&T OHIO Service Areas

\$1.10 per call

Verizon Service Areas

\$1.10 per call

B For all requests for local Directory Assistance Call Completion, the following additional charge will apply:

\$.35 per request

- 3 <u>Local Exchange Service Price List</u> (cont'd)
 - 3.7 Insufficient Fund Charge

\$25.00

Effective Date:

- 3.8 Reserved for Future Use
- 3.9 Reserved for Future Use

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Chris S. Barton President

Chris S. Barton, President 5471 N. University Drive Coral Springs, Florida 33067

4. <u>Toll Service Regulations</u>

4.1 Undertaking of the Company

This tariff contains the regulations and rates applicable to intrastate resale telecommunications services provided by the Company for interexchange telecommunications between points within the State of Ohio. Resale services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff in compliance with limitations set forth in the Commission's rules. The Company's services are provided on a statewide basis in all 88 counties. The Company offers service to all those who desire to purchase service from the Company consistent with all of the provisions of this tariff. Customers interested in the Company's services shall file a service application with the Company which fully identifies the Customer, the services requested and other information requested by the Company. 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 a service provided by the Company. The Customer shall be responsible for all charges due for such service arrangement.

- 4.1.1 The services provided by the Company are not part of a joint undertaking with any other entity providing telecommunications channels, facilities, or services, but may involve the resale of the Message Toll Services (MTS) and Wide Area Telecommunications Services (WATS) of underlying common carriers subject to the jurisdiction of this Commission.
- 4.1.2 The rates and regulations contained in this tariff apply only to the resale 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 carriers for use in accessing the services of the Company.

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4. Toll Service Regulations (cont'd)

4.1.3 The Company reserves the right to discontinue furnishing services, or limit the use of service necessitated by conditions beyond its control, including, without limitation: lack of satellite or other transmission medium capacity; the revision, alteration or repricing of the Underlying Carrier's tariffed offerings; or when the use of service becomes or is in violation of the law or the provisions of this tariff.

4.2 Use of Services

- 4.2.1 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, subject to any limitations set forth in this Section 4.2.
- 4.2.2 The use of the Company's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.
- 4.2.3 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, or false calling or credit cards is prohibited.
- 4.2.4 The Company's services are available for use 24 hours per day, 7 days per week.
- 4.2.5 The Company does not transmit messages, but the services may be used for that purpose.
- 4.2.6 The Company's services may be denied for nonpayment of charges or for other violations of this tariff.

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4. <u>Toll Service Regulations</u> (cont'd)

- 4.2.7 Customers shall not use the service provided under this tariff for any unlawful purpose.
- 4.2.8 The Customer is responsible for notifying the Company immediately of any unauthorized use of services.

4.3 Liability of the Company

- 4.3.1 The Company shall not be liable for any claim, loss, expense or damage for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by the Underlying Carrier, fire, war, civil disturbance, act of government, or due to any other causes beyond the Company's control, in accordance with O.A.C. 4901:1-5-16.
- 4.3.2 The Company shall not be liable for, and shall be fully indemnified and held harmless by the Customer against any claim, loss, expense, or damage for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data or information transmitted.
- 4.3.3 No agent or employee of any other carrier or entity shall be deemed to be an agent or employee of the Company.
- 4.3.4 The Company's liability for damages, resulting in whole or in part from or arising in connection with the furnishing of service under this tariff, including but not limited to mistakes, omissions, interruptions, delays, errors, or other defects or misrepresentations shall not exceed an amount equal to the charges provided for under this tariff for the long distance call for the period during which the call was affected. No other liability in any event shall attach to the Company.

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4. Toll Service Regulations (cont'd)

- 4.3.5 Unless caused by the Company's negligence, the Company shall not be liable for and shall be indemnified and saved harmless by any Customer or by any other entity from any and all loss, claims, demands, suits, or other action or any liability whatsoever, whether suffered, made, instituted, or asserted by any Customer or any other entity for any personal injury to, or death of, any person or persons, and for any loss, damage, defacement or destruction of the premises of any Customer or any other entity or any other property whether owned or controlled by the Customer or others.
- 4.3.6 The Company shall not be liable for any indirect, special, incidental, or consequential damages under this tariff including, but not limited to, loss of revenue or profits, for any reason whatsoever, including the breakdown of facilities associated with the service, or for any mistakes, omissions, delays, errors, or defects in transmission occurring during the course of furnishing service.
- 4.3.7 The remedies set forth herein are exclusive and in lieu of all other warranties and remedies, whether express, implied, or statutory, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

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4. <u>Toll Service Regulations</u> (cont'd)

4.4 Responsibilities of the Customer

- 4.4.1 The Customer is responsible for placing any necessary orders and complying with tariff regulations. The Customer is also responsible for the payment of charges for services provided under this tariff.
- 4.4.2 The Customer is responsible for charges incurred for special construction and/or special facilities which the Customer requests and which are ordered by the Company on the Customer's behalf.
- 4.4.3 If required for the provision of the Company's services, the Customer must provide any equipment space, supporting structure, conduit and electrical power without charge to the Company.
- 4.4.4 The Customer is responsible for arranging access to its premises at times mutually agreeable to the Company and the Customer when required for the Company personnel to install, repair, maintain, program, inspect or remove equipment associated with the provision of the Company's services.
- 4.4.5 The Customer shall cause the temperature and relative humidity in the equipment space provided by Customer for the installation of the Company's equipment to be maintained within the range normally provided for the operation of microcomputers.
- 4.4.6 The Customer shall ensure that the equipment and/or system is properly interfaced with Company facilities or services, that the signals emitted to network are of the proper mode, bandwidth, power and signal level for the intended use of the subscriber and in compliance with criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade service to other Customers.

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4. Toll Service Regulations (cont'd)

- 4.4.7 The Customer must pay the Company for replacement or repair of damage to the equipment or facilities of the Company caused by negligence or willful act of the Customer, by improper use of the services, or by use of equipment provided by Customer.
- 4.4.8 The Customer must pay for the loss through theft of any the Company equipment installed at Customer's premises.
- 4.4.9 If the Company installs equipment at Customer's premises, the Customer shall be responsible for payment of any applicable installation charge.
- 4.4.10 The Customer must use the services offered in this tariff in a manner consistent with the terms of this tariff and the policies and regulations of all state, federal and local authorities having jurisdiction over the service.

4.5 Cancellation of Services

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

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

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4. Toll Service Regulations (cont'd)

- 4.5.2 Without incurring liability, the Company may interrupt the provision 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 Customer and the Company's equipment and facilities and may continue such interruption until any items of noncompliance or improper equipment operation so identified are rectified.
- 4.5.3 Service may be discontinued by the Company without notice to the Customer, by blocking traffic to certain cities or NXX exchanges, or by blocking calls using certain Customer authorization codes, when the Company deems it necessary to take such action to prevent unlawful use of its service. The Company will restore service as soon as it can be provided without undue risk, and will, upon request by the Customer affected, assign a new authorization code to replace the one that has been deactivated.
- 4.5.4 The Customer may terminate service upon reasonable notice. Customer will be liable for all usage on any of the Company's service offerings until the Customer actually leaves the service. Customers will continue to have Company usage until the Customer notifies its local exchange carrier and changes its long distance carrier. Until the Customer so notifies its local exchange carrier, it shall continue to generate and be responsible for long distance usage.

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4. Toll Service Regulations (cont'd)

4.6 Credit Allowance

- 4.6.1 Credit allowance for the interruption of service which is not due to the Company's testing or adjusting, negligence of the Customer, or to the failure of channels or equipment provided by the Customer, are subject to the general liability provisions set forth in 4.3 herein. It shall be the obligation of the Customer to notify the Company immediately of any interruption in service for which a credit allowance is desired. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission by the Customer within his control, or is not in wiring or equipment, if any, furnished by the Customer and connected to the Company's facilities.
- 4.6.2 No credit is allowed in the event that service must be interrupted in order to provide routine service quality or related investigations.
- 4.6.3 Credit for failure of service shall be allowed only when such failure is caused by or occurs due to causes within the control of the Company or in the event that the Company is entitled to a credit for the failure of the facilities of the Company's Underlying Carrier used to furnish service.
- 4.6.4 Credit for interruption shall commence after the Customer notifies the Company of the interruption or when the Company becomes aware thereof, and ceases when service has been restored.
- 4.6.5 For purposes of credit computation, every month shall be considered to have 720 hours.
- 4.6.6 No credit shall be allowed for an interruption of a continuous duration of less than two hours.

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4. <u>Toll Service Regulations</u> (cont'd)

4.6.7 The Customer shall be credited for an interruption of two hours or more at the rate of 1/720th of the monthly charge for the facilities affected for each hour or major fraction thereof that the interruption continues.

Credit Formula:

Credit = A x B 720 "A" - outage time in hours

"B" - monthly charge for affected activity

4.7 Deposit

- 4.7.1 Applicants for service may be required prior to establishing service to provide the Company a security deposit. The deposit requested will be in cash or the equivalent of cash, and will be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. Reestablishment of credit for service with be in accordance with Rule 4901:1-17-04. Additional requirements may be found in Section 1.9.2 of this tariff.
- 4.7.2 The deposit will not exceed an amount equal to two month's average monthly bill for all regulated local exchange services for ensuing twelve months, plus thirty percent (30%) of estimated monthly charges.

4.8 Payment and Billing

4.8.1 Service is provided and billed on a billing cycle basis, beginning on the date that service becomes effective. Interest at the rate of 1.5% per billing cycle, or the amount otherwise authorized by law, whichever is lower, will accrue upon any unpaid amount commencing 30 days after rendition of bills.

Payment and billing practices will be in accordance with the Minimum Telephone Service Standards, Section 4901:1-5-15.

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Wholesale Carrier Services, Inc.

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4. <u>Toll Service Regulations</u> (cont'd)

- 4.8.2 The customer is responsible for payment of all charges for services furnished to the Customer, as well as to all persons using the Customer's codes, exchange lines, facilities, or equipment, with or without the knowledge or consent of the Customer. The security of the Customer's Authorization Codes, presubscribed exchange lines, and direct connect facilities is the responsibility of the Customer. All calls placed using direct connect facilities, presubscribed exchange lines, or Authorization Codes will be billed to and must be paid by the Customer. Recurring charges and non-recurring charges are billed in advance. The initial billing may, at Company's option, also include one month's estimated usage billed in advance. Thereafter, charges based on actual usage during a month and any accrued interest will be billed monthly in arrears.
- 4.8.3 All bills are presumed accurate, and shall be binding on the customer unless objection is received by the Company after such bills are rendered. No credits, refunds, or adjustments shall be granted if demand therefore is not received by the Company.

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4. Toll Service Regulations (cont'd)

4.9 RESERVED FOR FUTURE USE

4.10 Late Charge

A late payment charge of 1.5% is not applicable to subsequent rebilling of any amount to which a late payment charge has already been applied. Late charges are to be applied without discrimination.

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4. <u>Toll Service Regulations</u> (cont'd)

4.11 Payphone Dial Around Surcharge

A dial around surcharge of \$0.28 per call will be added to any completed intrastate toll access code and subscriber 800/888 type calls placed from a public or semi-public payphone.

4.12 Presubscribed Interexchange Carrier Charge

A Presubscribed Interexchange Carrier Charge ("PICC") applies on a monthly basis to all Customer monthly bills as permitted by the Commission.

4.13 Returned Check Charge

A fee of \$25.00 will be charged whenever a check or draft presented for payment for service is not accepted by the institution on which it is written.

4.14 Customer Complaints and/or Billing Disputes

Customer inquiries or complaints regarding service or accounting may be made in writing or by telephone to the Company at:

5471 N. University Drive Coral Springs, Florida 33067 (888) 280-4927

Or at the Commission:

Attn: Service Monitoring and Enforcement Department Ohio Public Utilities Commission 180 East Broad Street Columbus, Ohio 43215-3793 (800)-686-7826 (voice) (800)-686-1570 (TDD)

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4. <u>Toll Service Regulations</u> (cont'd)

4.15 Service Offerings

4.15.1 1 + Dialing

The customer utilizes "1+" dialing, or "101XXXX" dialing followed by "1+ten digits" for interLATA calls, or dials "101XXXX" followed by "1+7 digits" or "1+10 digits" for intraLATA calls.

4.15.2 Travel Cards.

The Customer utilizes an 11 digit "800" access number established by the Company to access a terminal. Upon receiving a voice prompt, the Customer uses push button dialing to enter an identification code assigned by the Company, followed by the ten digit number of the called party.

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4. Toll Service Regulations (cont'd)

4.15.3 800 Service (Toll free).

This service is inbound calling only where an 800, 888 or other toll-free prefix number rings into a Customer's premise routed to a specific telephone number or terminated over a dedicated facility.

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4. Toll Service Regulations (cont'd)

4.15.4 Company Prepaid Calling Cards.

This service permits use of Company Prepaid Calling Cards for placing long distance calls. Customers may purchase Company Prepaid Calling Cards at a variety of retail outlets or through other distribution channels. Company Prepaid Calling Cards are available at a variety of face values. Company Prepaid Calling Card service is accessed using the Company toll-free number printed on the card. The caller is prompted by an automated voice response system to enter his/her Authorization Code, and then to enter the terminating telephone number. The Company's processor tracks the call duration on a real time basis to determine the number of Telecom Units consumed. The total consumed Telecom Units for each call is deducted from the remaining Telecom Unit balance on the Customer's Prepaid Calling Card.

All calls must be charged against a Company Prepaid Calling Card that has a sufficient Telecom Unit balance. A Customer's call will be interrupted with an announcement when the balance is about to be depleted. Calls in progress will be terminated by the Company if the balance on the Company Prepaid Calling Card is insufficient to continue the call.

A card will expire 12 months from the date of first usage or last recharge. The expiration date will be provided to the Customer at the point of sale. The Company will not refund unused balances.

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4. <u>Toll Service Regulations</u> (cont'd)

A credit allowance for Company Prepaid Calling Card Service is applicable to calls that are interrupted due to poor transmission, one-way transmission, or involuntary disconnection of a call. To receive the proper credit, the Customer must notify the Company at the designated toll-free customer service number printed on the Company Prepaid Calling Card and furnish the called number, the trouble experienced (e.g. cut-off, noisy circuit, etc.), and the approximate time that the call was placed.

When a call charged to a Company Prepaid Calling Card is interrupted due to cut-off, one-way transmission, or poor transmission conditions, the Customer will receive a credit equivalent of one Telecom Unit.

Credit allowances for calls pursuant to the Company Prepaid Card Service do not apply for interruptions not reported promptly to the Company or interruptions that are due to the failure of power, equipment or systems not provided by the Company.

Credit for failure of service shall be allowed only when such failure is caused by or occurs due to causes within the control of the Company.

The Company will block all calls beginning with the NPA "900" and NXX "976" calls, therefore such calls can not be completed.

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4. Toll Service Regulations (cont'd)

4.15.5 Directory Assistance.

Access to long distance directory assistance is obtained by dialing 1 + 5551212 for listings within the originating area code and 1 + (area code) + 5551212 for other listings. When more than one number is requested in a single call, a charge will apply for each number requested. A charge will be applicable for each number requested, whether or not the number is listed or published.

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4. Toll Service Regulations (cont'd)

4.16 Discontinuance of Service

- A In addition to enforcing, on its own behalf, the Company's own billing, credit/deposit and disconnection policies with respect to all regulated telephone services provided by the Company itself, the Company is not precluded from entering into formal contracts with other toll service providers which would authorize the Company as a formal contractual agent of such other toll service providers for purposes of enforcing the billing, credit/deposit, and disconnection policies of such other toll service providers.
- B Unless and until it has entered into a formal contract specifically authorizing it to do so, the Company is not permitted to enforce the billing, credit/deposit and disconnection policies of any toll service provider.
- In Case No. 95-790-TP-COI, the Public Utilities Commission of Ohio established a policy under which the procedural and substantive safeguards which are afforded to applicants for local exchange service and to subscribers of local exchange service under Chapter 4901:1-5, O.A.C., as pertains to billing, establishing credit/deposits, and to disconnection, shall also inure to applicants for toll services, regardless of whether such service is provided by a local exchange company or another toll service provider. All practices of the Company, pertaining to either the provision of its own toll service, if any, or as a duly-authorized agent for another toll service provider, shall conform with this policy.

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4. <u>Toll Service Regulations</u> (cont'd)

- D When the Company disconnects toll service for nonpayment of toll debt, whether owed to the Company or to some other provider of toll service, the method of toll disconnection which the Company utilizes:
 - (i) must not function as a vehicle by which the (nonpaying) toll subscriber is denied access, through presubscription, to any other toll service provider besides the one whose provision of toll service has precipitated the toll disconnection;
 - (ii) must be available from the Company, by tariff, on a nondiscriminatory basis to all toll service providers; and
 - (iii) may consist of either a depicing mechanism or else a selective toll blocking service.
- Neither purchase of the toll service provider's accounts receivable by the Company, nor a requirement that the Company be the billing and collection agent for the toll service provider, shall be established as a necessary precondition imposed by the Company in connection with its tariffed disconnection services offered on a nondiscriminatory basis to all toll service providers.
- The following toll disconnection service offerings will be available on a nondiscriminatory basis to all toll service providers in areas where implementation of intraLATA equal access has occurred. This will be the same method that the Company itself utilizes in connection with its own provision, if any, of toll service:
 - (i) DePICing. DePICing is a method whereby a Customer's access to continued 1+ access to a specific toll provider is discontinued. It does not affect Customer's access to other toll provider's services. There will be no charge for this service.
- G Discontinuance of services practices will be in accordance with the Minimum Telephone Service Standards, Section 4901:1-5-17

As Approved in Case No. 07- -TP-ACE

4. <u>Toll Service Regulations</u> (cont'd)

PRICE LIST

A. <u>Dial Station-to-Station</u>

Initial Period and Additional Minutes Rates - Residence

Day		Ever	ning	Night & W	Night & Weekend	
Initial Minute	Each Add'l Minute	Initial Minute	Each Add'l	Initial Minute	Each Add'l	
\$0.25	\$0.25	\$0.21	Minute \$0.21	\$0 .19	Minute \$0.19	

Initial Period and Additional Minutes Rates - Business

Day		Ever	ning	Night & V	Veekend
Initial Minute	Each Add'l Minute	Initial Minute	Each Add'l Minute	Initial Minute	Each Add'l Minute
\$0.32	\$0.32	\$0.29	\$0.29	\$0.29	\$0.29

B. Minute Rate Plan

Initial Period and Additional Minutes Rates - Residence

Day		Evening		Night & Weekend	
Initial Minute	Each Add'l Minute	Initial Minute	Each Add'l Minute	Initial Minute	Each Add'l Minute
\$0.14	\$0.14	\$0.07	\$0.07	\$0.07	\$0.07

As Approved in Case No. 07- -TP-ACE

4. Toll Service Regulations (cont'd)

PRICE LIST (Cont'd)

C. Operator Service Usage Rates

Initial Period and Additional Minutes Rates

Day		Evening		Night & Weekend	
Initial Minute	Each Add'l Minute	Initial Minute	Each Add'l Minute	Initial Minute	Each Add'l Minute
\$0.45	\$0.45	\$0.45	\$0.45	\$0.45	\$0.45

D. Operator Assisted Call Surcharges

General

When a customer requests that a call be handled in such a manner that operator assistance in completion of the call is necessary, such as alternate billing, person-to-person service, or requests other special handling of the call, appropriate Operator Assisted Call Surcharges apply as follows.

The Operator Assisted Call Surcharge applies in addition to the Assisted Call Usage as specified in Section 4.9.

Rates and Charges

	Per Call Charge
Automated Calling Card Station-to-Station	\$0.95
Customer Dialed - Operator Assisted - Calling	\$1.95
Card Station-to-Station	
Operator Handled - Station-to-Station	\$1.75
Operator Handled - Person-to-Person	\$3.75
Operator Handled - Third Number Billed	\$2.25

As Approved in Case No. 07- -TP-ACE

4. <u>Toll Service Regulations</u> (cont'd)

PRICE LIST (Cont'd)

E. <u>Travel Cards</u>

\$0.25 per minute

F. 800 Service

\$0.154 per minute

A monthly service charge of \$20 per number will apply.

G. Prepaid Calling Cards

\$0.30 Per Telecom Unit

H. Directory Assistance Charges

\$0.95 per number requested

I. Returned Check Charge

\$25.00

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES APPLICABLE TO THE PROVISION OF SWITCHED ACCESS PROVIDER SERVICES

OF

WHOLESALE CARRIER SERVICES, INC.

This tariff contains the descriptions, regulations and rates applicable to the furnishing of competitive access service and facilities for telecommunications services provided by WHOLESALE CARRIER SERVICES, INC. within the State of Ohio. This tariff is on file with the Public Utilities Commission of Ohio, and copies may be inspected, during normal business hours, at the company's principal place of business.

Issued: August 24, 2007 Effective:

Issued by:

CHECK SHEET

Sheets of this rate sheet 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 rate sheet and are currently in effect as of the date on the bottom of this sheet.

Page Number	Revision	Page Number	Revision	Page Number	Revision
1	Original	21	Original	41	Original
2	Original	22	Original	42	Original
3	Original	23	Original	43	Original
4	Original	24	Original	44	Original
5	Original	25	Original	45	Original
6	Original	26	Original	46	Original
7	Original	27	Original	47	Original
8	Original	28	Original	48	Original
9	Original	29	Original	49	Original
10	Original	30	Original	50	Original
11	Original	31	Original	51	Original
12	Original	32	Original	52	Original
13	Original	33	Original	53	Original
14	Original	34	Original	54	Original
15	Original	35	Original	55	Original
16	Original	36	Original	56	Original
17	Original	37	Original	57	Original
18	Original	38	Original		
19	Original	39	Original		
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Issued: August 24, 2007

Effective:

SYMBOLS

The following are the only symbols used for the purposes indicated below:

- C To signify changed listing, rule, or condition which may affect rates or charges.
- D To signify discontinued material, including listing, rate, rule or condition.
- I To signify increase.
- L- To signify material relocated from or to another part of the tariff schedules with no change in text, rate, rule or condition.
- N To signify new material including listing, rate, rule or condition.
- R To signify reduction
- T To signify a change in wording of text but not change in rate, rule or condition.

RATE SHEET FORMAT

- A. Sheet Numbering Sheet numbers appear in the upper right corner of the sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the rate sheet. 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 each sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in its rate sheet approval process, the most current sheet number on file with the Commission is not always the sheet 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 subservient to the 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).I. 2.1.1.A.1.(a).I.(i). 2.1.1.A.1.(a).I.(i).

SECTION 1 – DEFINITIONS

Certain terms used generally throughout this rate sheet 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.

<u>Access Service</u>: 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.

<u>Access Tandem</u>: 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.

<u>Authorized User</u>: 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.

<u>Co-Carrier</u>: Any other Telecommunications provider authorized by the Commission to provide local exchange service in the state.

Commission: The Public Utilities Commission of Ohio.

Common Channel Signaling (CCS): 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 CCS network.

Company: Wholesale Carrier Services, Inc., or WCS, issuer of this rate sheet

<u>Constructive Order</u>: 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.

<u>Customer</u>: 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 rate sheet regulations. The Customer could be an interexchange carrier, a wireless provider, or any other carrier authorized to operate in the state.

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.

<u>End User</u>: 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.

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

<u>Firm Order Confirmation (FOC):</u> Acknowledgment by the Company of receipt of an Access Service Request from the Customer and commitment by the Company of a Service Date.

<u>Inter-MTA Traffic</u> - Wireless traffic originating on the network of a CMRS provider within one MTA and terminating to the Company's end-user subscribers in another MTA.

<u>Intra-MTA Traffic</u> - Wireless traffic originating on the network of a CMRS provider within a MTA and terminating to the Company's end-user subscribers in the same MTA.

<u>Interexchange Carrier (IXC) or Interexchange Common Carrier</u>: Any individual, partnership, association, joint stock company, trust, governmental entity or corporation engaged in state or foreign communication for hire by wire or radio, between two or more exchanges.

<u>LATA</u>: A local access and transport area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192 for the provision and administration of communications services.

<u>Line Information Data Base (LIDB)</u>: The data base which contains base information such as telephone numbers, calling card numbers and associated billed number restriction data used in connection with the validation and billing of calls.

<u>Local Access</u>: The connection between a Customer's premises and a point of presence of the Exchange Carrier.

<u>Local Switching Center</u>: The switching center where telephone exchange service Customer station Channels are terminated for purposes of interconnection to each other and to interoffice Trunks.

Meet Point: A point of interconnection that is not an end office or tandem.

Meet Point Billing: The arrangement through which multiple Exchange Carriers involved in providing Access Services, divide the ordering, rating, and billing of such services on a proportional basis, so that each Exchange Carrier involved in providing a portion of the Access Service agrees to bill under its respective rate sheet.

<u>Mobile Telephone Switching Office</u>: Location where the wireless Customer maintains a facility for purposes of interconnecting to the Company's Network.

<u>Network Services</u>: The Company's telecommunications Access Services offered on the Company's Network.

<u>Non-Recurring Charges</u>: The one-time initial charges for services or facilities, including but not limited to charges for construction, installation, or special fees, for which the Customer becomes liable at the time the Service Order is executed.

Off-Hook: The active condition of Switched Access or a telephone exchange service line.

Optional Expanded Area Service Traffic (OEAS): Optional service found in large urban areas financed by separate charge on end users that elect service as defined by a tariffed approved by the Commission.

On-Hook: The idle condition of switched access or a telephone exchange service line.

Out of Band Signaling: An exchange access signaling feature which allows customers to exchange call control and signaling information over a communications path which is separate from the message path.

<u>Point of Presence</u>: Location where the Customer maintains a facility for purposes of interconnecting to the Company's Network.

<u>Premises</u>: The space occupied by a Customer or Authorized User in a building or buildings or on contiguous property (except railroad rights-of-way, etc.).

<u>Presubscription</u>: An arrangement whereby an End User may select and designate to the Company an Interexchange Carrier (IXC) or Carriers it wishes to access, without an Access Code, for completing both intraLATA toll calls and/or interLATA calls. The selected IXC(s) are referred to as the End User's Primary Interexchange Carrier (PIC).

<u>Recurring Charges</u>: The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

<u>Service Order</u>: The written request for Network Services executed by the Customer and the Company in a format devised by the Company; or, in the alternative, the submission of an Access Service Request by the Customer in the manner specified in this rate sheet.

Service(s): The Company's telecommunications Access Services offered on the Company's Network.

<u>Signaling Point of Interface</u>: The Customer designated location where the SS7 signaling information is exchanged between the Company and the Customer.

<u>Signaling System 7 (SS7)</u>: The common Channel Out of Band Signaling protocol developed by the Consultative Committee for International Telephone and Telegraph (CCITT) and the American National Standards Institute (ANSI).

<u>Switched Access Service</u>: Access to the switched network of an Exchange Carrier for the purpose of originating or terminating communications. Switched Access is available to carriers, as defined in this rate sheet.

<u>Trunk</u>: A communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

<u>Wireless Provider</u>: Any carrier authorized to operate as a provider of cellular, personal communications, paging or any other form of wireless transmission.

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

2.1.1 <u>Scope</u>

WCS's services offered pursuant to this Rate Sheet are furnished for Switched Access Service. WCS may offer these services over its own or resold facilities.

WCS installs, operates, and maintains the communications services provided herein in accordance with the terms and conditions set forth under this Rate Sheet. WCS 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 WCS network. The Customer shall be responsible for all charges due for such service agreement.

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.

The Company's Tariff is in concurrence with all applicable State and Federal Laws, and with the Commission's applicable Rules and Regulations and Orders. Any provisions contained in this Tariff that are inconsistent with the foregoing mentioned will be deemed inoperative and superseded.

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 rate sheet 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.

2.1 Undertaking of the Company (Cont'd.)

2.1.3 Terms and Conditions

- A. 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 rate sheet, a month is considered to have 30 days.
- B. 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.
- C. 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.D below.
- D. 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.
- E. This tariff shall be interpreted and governed by the laws of the State of Ohio without regard for its choice of laws provision.

2.1 Undertaking of the Company (Cont'd.)

2.1.4 <u>Liability of the Company</u>

- 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.
- 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 or facilities offered under this rate sheet, and subject to the provisions of the Company's liability, if any, shall be limited as provided herein in Sections 2.1.4 C through N.

2.1 Undertaking of the Company (Cont'd.)

2.1.4 <u>Liability of the Company</u> (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:, fire, 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.
- 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.

2.1 Undertaking of the Company (Cont'd.)

- 2.1.4 Liability of the Company (cont'd.)
 - E. The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.
 - F. Reserved For Future Use
 - 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.

2.1 Undertaking of the Company (Cont'd.)

- 2.1.4 <u>Liability of the Company</u> (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 rate sheet, including: 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; 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 rate sheet.
 - I. Reserved For Future Use

2.1 Undertaking of the Company (Cont'd.)

- 2.1.4 <u>Liability of the Company</u> (cont'd.)
 - J. Reserved For Future Use
 - K. The Company makes no warranties or representation, express or implied, including warranties or merchant's ability 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.

2.1 Undertaking of the Company (Cont'd.)

2.1.4 <u>Liability of the Company</u> (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 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, 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.

2.1 Undertaking of the Company (Cont'd.)

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.

2.1 Undertaking of the Company (Cont'd.)

2.1.6 Provisions of Equipment and Facilities

- A. The Company shall use reasonable efforts to make available services to a Customer within 30 days after approving an application for service. 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. 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.
- D. 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 or facilities provided by any party other than the Company, including but not limited to the Customer.

2.1 Undertaking of the Company (Cont'd.)

- 2.1.6 Provisions of Equipment and Facilities (cont'd.)
 - E. The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this rate sheet, the responsibility of the Company shall be limited to the furnishing of facilities offered under this rate sheet 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.
 - F. 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.
 - G. 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.

2.1 Undertaking of the Company (Cont'd.)

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 arrangement of the Company and to all of the regulations contained in this rate sheet, 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;

2.1 Undertaking of the Company (Cont'd.)

- 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 rate sheet 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 if 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.

Issued: August 24, 2007

Effective:

2.3 Obligations of the Customer

- 2.3.1 The Customer shall be responsible for:
 - A. the payment of all applicable charges pursuant to this rate sheet:
 - B. reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages to its facilities or equipment, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subjugated in the Company's right of recovery of damages to the extent of such payment;
 - C. providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space, and power to operate Company facilities and equipment installed on the Customer Premises, and the level of heating and air conditioning necessary to maintain the proper operating environment on such Premises;
 - D. obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide Access Services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1.C above. Any costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be owned entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this subsection prior to accepting an order for service;

2.3 Obligations of the Customer, (Cont'd.)

2.3.1 The Customer shall be responsible for (cont'd.):

- E. providing a safe place to work and complying with all laws and regulations regarding the working conditions on the Premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may need to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing, and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;
- F. complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses, and permits as may be required with respect to, the location of Company facilities and equipment in any Customer Premises or the rights-of-way for which Customer is responsible obtaining under Section 2.3.1.D above; and granting or obtaining permission for Company agents or employees to enter the Customer Premises at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company; and
- G. not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities.

2.3 Obligations of the Customer, (Cont'd.)

2.3.2 Claims

With respect to any service or facility provided by the Company, Customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs, and expenses for:

- A. any loss, destruction or damage to property of the Company or any third party, or the death of or injury to persons, including, but not limited to employees or invitees of either the Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees;
- B. any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

2.3 Obligations of the Customer (Cont'd.)

2.3.3 Jurisdictional Reporting

The jurisdictional reporting requirements will be as specified below. When a Customer orders Access Service, its projected Percent Interstate Usage (PIU) must be provided in whole numbers to the Company. These whole number percentages will be used by the Company to apportion the use and/or charges between interstate and intrastate until a revised report is received as set forth herein. Reported or default PIU factors are used only where the call detail is insufficient to determine the appropriate jurisdiction of the traffic.

A. <u>Originating Access</u>: Originating access minutes is only traffic originating from the Company Local Switching Center(s). The Customer should provide the Company with a projected PIU factor on a quarterly basis.

If no PIU for originating minutes is submitted as specified herein, then the projected PIU will be set on a default basis of 50 percent interstate traffic and 50 percent intrastate traffic.

B. Terminating Access: For Feature Group D Switched Access Service(s), the Customer should provide the Company with a projected PIU factor by supplying the Company with an interstate percentage of terminating access minutes on a quarterly basis, as described in Sections 2.3.3.D below.

If no projected PIU factor is submitted by the Customer, then the projected PIU will be set on a default basis of 50 percent interstate traffic and 50 percent intrastate traffic.

C. Except where the Company measured access minutes are used as set forth above, the Customer reported Projected PIU factor as set forth above will be used until the Customer reports a different projected PIU factor, as set forth below.

2.3 Obligations of the Customer (Cont'd.)

2.3.3 <u>Jurisdictional Reporting</u> (cont'd.)

- D. Effective on the first of January, April, July and October of each year the Customer should update its interstate and intrastate jurisdictional report. The Customer should forward to the Company, to be received no later than 15 days after the first of each such month, a revised report showing the interstate and intrastate percentage of use for the past three months ending the last day of December, March, June, and September, respectively, for each service arranged for interstate use, based solely on the traffic originating from or terminating to the Company Local Switching Center. The revised report will serve as the basis for the next three months' billing and will be effective on the bill date for that service. If the Customer does not supply the reports for those services where reports are needed, the Company will assume the percentage to be the same as that provided previously. For those cases in which a quarterly report has never been received from the Customer, the Company will assume the percentages to be the same as those provided in 2.3.3A and 2.3.3B above.
- E. <u>Jurisdictional Reports Verification</u>: For Switched Access Service, if a billing dispute arises or a regulatory commission questions the projected PIU factor, the Customer will provide the data issued to determine the projected PIU factor. The Customer will supply the data within 30 days of the Company request.

2.3 Obligations of the Customer (Cont'd.)

2.3.3 Jurisdictional Reporting (cont'd.)

The Customer shall keep records of call detail from which the percentage of interstate and intrastate use can be ascertained and, upon request of the Company, shall make the records available for inspection as reasonably necessary for purposes of verification of the percentages. The Company reserves the right to conduct an audit at any time during the year. The Customer, as its own expense, has the right to retain an independent auditing firm.

The company has certain obligations pertaining only to the provision of Switched Access Service. These obligations are as follows:

2.3.4 Network Management

The Company will administer its network to provide acceptable service levels to all telecommunications users of the Company's network services. Generally, service levels are considered acceptable only when both End Users and Customers are able to establish connections with little or no delay encountered within the Company's network. The Company maintains the right to apply protective controls, i.e., those actions, such as call gapping, which selectively cancel the completion of any traffic carried over its network, including that associated with a Customers Switched Access Service. Generally, such protective measures would only be taken as a result of occurrences such as a failure or overload of Company or customers facilities, natural disasters, mass calling or national security demands.

2.3.5 Design and Traffic Routing of Switched Access Service

The Company shall design and determine the routing of Switched Access Service, including the selection of the first point of switching and the selection of facilities from the interface to any switching point and to the end offices where busy hour minutes of capacity are ordered. The Company shall also decide if capacity is to be provided by originating only, terminating only, or two-way trunk groups. Finally, the Company will decide whether trunk side access will be provided through the use of two-wire of four-wire trunk terminating equipment. Selection of facilities and equipment and traffic routing of the service are based on standard engineering methods, available facilities and equipment and the Company's traffic routing plans. If the Customer desires different routing or directionality than that determined by the Company, the Company will work cooperatively with the Customer in determining (1) whether the service is to be routed directly to an end office or through an access tandem switch and (2) the directionality of the service.

2.3.6 Provision of Service Performance Data

Subject to availability, end-to-end service performance data available to the Company through its own service evaluation routines, may also be made available to the Customer based on previously arranged intervals and format. The data provides information on overall end-to-end call completion and non-completion performance e.g., Customer equipment blockage, failure results and transmission performance. The data does not include service performance data which is provided under the tariff sections, testing services results.

2.3.7 Trunk Group Measurements Reports

Subject to availability, the Company will make available trunk group data in the form of usage in CCS, peg count and overflow to the Customer based on previously agreed to intervals.

2.4 Customer Equipment and Channels

2.4.1 General

A Customer may transmit or receive information or signals via the facilities of the Company.

2.4.2 Station Equipment

- A. The Customer is responsible for providing and maintaining any terminal equipment on the Customer Premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations. The Company will, where practicable, notify the Customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair the Company's right to discontinue forthwith the use of a service temporarily if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions as set forth in Section 2.6 following is not applicable.
- B. The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

2.4.3 <u>Interconnection of Facilities</u>

- A. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Access Services and the Channels, facilities, or equipment of others shall be provided at the Customer's expense.
- B. Access Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.

2.4 Customer Equipment and Channels (Cont'd.)

2.4.4 <u>Inspections</u>

- A. Upon reasonable notification of the Customer, and at reasonable times, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2.B for the installation, operation, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.
- B. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment, and personnel from harm. The Company will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

2.5 Payment Arrangements

2.5.1 Payment for Service

The Customer is responsible for payment of all charges for services and facilities furnished by the Company to the Customer or its Joint or Authorized Users.

A. Taxes

The Customer is responsible for the payment of any sales, use, excise, access or other local, state and federal taxes, charges or surcharges (however designated) excluding taxes on the Company's net income imposed on or based upon the provision, sale or use of Access Services. All such taxes shall be separately designated on the Company's invoices.

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. Any known unbilled charges for prior periods and any known adjustments also will be applied to the current bill.

Non-Recurring Charges are due and payable within 30 days after the invoice date.

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

Amounts not paid within 30 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 30 days.

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.

2.5 Payment Arrangements (Cont'd.)

2,5.2 Billing and Collection of Charges (cont'd.)

The customer shall notify the Company of any disputed items on an invoice within 90 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 Public Utilities Commission of Ohio in accordance with the Commission's rules of procedure. The address of the Commission is as follows:

Public Utilities Commission of Ohio 180 East Broad Street Columbus, OH 43215-3793 Phone: (614) 466-3292

The Company will also remit interest for all such credited amounts. Interest will be paid at rate required by the Commission for customer deposits.

2.5.3 Refusal and Discontinuance of Service

- A. Upon nonpayment of any amounts owing to the Company, the Company may, by giving requisite prior written notice to the Customer discontinue or suspend service without incurring any liability.
- B. Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 30 days' prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- C. Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- D. Upon any governmental prohibition, or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any Liability.

2.5 Payment Arrangements (Cont'd.)

- 2.5.3 Refusal and Discontinuance of Service (cont'd.)
 - E. Upon the Company's discontinuance of service to the Customer under Section 2.5.3.A or 2.5.3.B above, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this rate sheet.
 - F. The Company may discontinue the furnishings of any and/or all service(s) to Customer, without incurring any liability:
 - 1. Immediately and without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services. The Company may discontinue service pursuant to this sub-section 2.5.3.F.1.(a-e), if
 - (a) The Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of Common Carrier communications services, or its planned use of the Company's service(s); or

2.5 Payment Arrangements (Cont'd.)

- 2.5.3 Refusal and Discontinuance of Service (cont'd.)
 - F. (cont'd)
 - 1. (cont'd)
 - (b) The Customer states that it will not comply with a request of the Company for security for the payment for service(s) in accordance with Section 2.5.3.A above; or
 - (c) The Customer has been given written notice by the Company of any past due amount (which remains unpaid in whole or in part) for any of the Company's other Common Carrier communications services to which the Customer either subscribes or had subscribed or used; or
 - (d) The Customer uses, or attempts or use, service with the intent to void the payment, either in whole or in part, of the rate sheet charges for the service by:
 - I. Using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this rate sheet, or
 - II. Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or
 - III. By delivering calls to or accepting calls from the Company's End User locations over Company switched local exchange services; or
 - IV. Continuing to have Company End Users presubscribed to the Customer; or
 - V. Any other Fraudulent means or devices; or
 - 2. Upon ten (10) days' written notice to the Customer of any sum thirty (30) days past due;

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2.5 Payment Arrangements (Cont'd.)

2.5.3 Refusal and Discontinuance of Service (cont'd.)

- F. (cont'd)
 - 3. Upon ten (10) days' written notice to the Customer, after failure of the Customer to comply with a request made by the Company for security for the payment of service in accordance with Section 2.5.3.A, above; or
 - 4. Seven (7) days after sending the Customer written notice of noncompliance with any provision of this rate sheet if the noncompliance is not corrected within that seven (7) day period. The discontinuance of service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished up to the time of discontinuance.
- G. In the event the Company incurs fees or expenses 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.

2.5.4 <u>Cancellation of Application for Service</u>

Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the company that would have been chargeable to the Customer had service begun.

The special charges described will be calculated and applied on a case-by-case basis.

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 rate sheet by, the Customer or the operation or 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 the 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.

Credit allowances 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; (vi) inability to gain access to the IXC's equipment; and (vii) due to mutually agreed upon maintenance and repair.

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

Interruptions of 24 hours or more, are reported to or detected by the Company, and which are not due to negligence or willful act of the Customer are credited to the Customer at the pro rata monthly charge involved for each twenty-four hours or fraction thereof of interruption. Credit is not allowed for interruptions to service of less than 24 hours. Credit allowances for service outages that exceed 24 hours in duration will be rounded up to the next whole 24 hours.

For calculating credit allowances, every month is considered to have 30 days. A credit allowance for up to 48 hours is applied on a pro rata basis against the monthly recurring charges. A credit of at least one third of a month will be made for interruptions of 48 to 72 hours, and a credit of at least two-thirds of a month will be made for interruptions of 72 to 96 hours, with a full month credit for interruptions in excess of 96 hours. Only those facilities on the interrupted portion of circuit will receive a credit.

All requirements for credit allowances for interruptions of service will be consistent with 4901:1-5-16 of the Commission's Minimum Telephone Service Standards.

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.6 Allowances for Interruptions in Service, (Cont'd.)

2.6.1 Limitations on Allowances

No credit allowance will be made for:

- A. interruptions due to the negligence of, or noncompliance with the provisions of this rate sheet by, the Customer, Authorized User, Joint-User, or other Common Carrier providing service connected to the service of Company;
- B. interruptions due to the negligence of any person other than the Company, including, but not limited to, the Customer or other Common Carriers connected to the Company's facilities;
- C. interruptions due to the failure or malfunction of non-Company equipment;
- D. interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- E. interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- F. interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- G. interruption of service due to circumstances or causes beyond the control of the Company.

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.7 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (a) to any subsidiary, parent Company or affiliate of the Company (b) pursuant to any sale or transfer of substantially all the assets of the Company; or pursuant to any financing, merger or reorganization of the Company.

2.8 Notices and Communications

- 2.8.1 Delivery of calls to or acceptance of calls from the Company's End User locations over Company-switched local exchange services constitutes an 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 an order of switched access by the Customer. In these cases, an invoice will be the first communication from the Company to the Customer. In other instances a Service Order may be used.
- 2.8.2 The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.8.3 The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that the Company may designate a separate address, on each bill for service, to which the Customer shall mail payment on that bill.
- 2.8.4 All notices or other communications required to be given pursuant to this rate sheet shall be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication, or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.8.5 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.9 Meet Point Billing

Meet Point Billing applies when more than one Exchange Telephone Company is involved in the provision of Access Service. All recurring and nonrecurring charges for services provided by each Exchange Telephone Company are billed under each company's applicable rates. The Company accepts and adheres to the Ordering and Billing Forum guidelines, Multiple Exchange Carrier Access Billing (MECAB) and Multiple Exchange Carrier Ordering and Design (MECOD).

SECTION 3 - ORDERING OPTIONS FOR ACCESS SERVICE

3.1 General

This section sets forth the regulations and order related charges for Access Service Requests (ASR) for Switched Access Service, as defined in this rate sheet. These charges are in addition to other applicable charges set forth in other sections of this rate sheet.

3.1.1 Ordering Conditions

Customer may order switched access through a Constructive Order, as defined herein, or through an ASR.

The format and terms of the ASR will be as specified in the Industry Access Service Order Guidelines, unless otherwise specified herein.

3.1.2 Minimum Period of Service

The minimum period for which Access Service is provided and for which charges are applicable is one month.

- A. The following changes will be treated as a discontinuance of the existing service and a request for installation of a new service. All associated Non-Recurring Charges will apply for the new service, and a new minimum period will be established:
 - 1. A change in the identity of the Customer of record; or
 - 2. A move by the Customer to a different building.
- B. When Access Service is disconnected prior to the expiration of the minimum period, charges are applicable for the balance of the minimum period.

SECTION 3 - ORDERING OPTIONS FOR ACCESS SERVICE, (Cont'd,)

3.2 Miscellaneous Charges

Customer Requested Due Date Change¹

\$50, per order

Customer Requested Expedite

\$250, per location, per order

Cancellation

(after 3 business days from order placement)

Full NRCs + \$250, per order

Design Change, DS0/DS1

\$150, per circuit

Design Change, DS3 and higher

\$300, per circuit

Administrative Processing

\$25, per order

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Company Due Date Change Policy - No due date change accepted at or after four (4) days prior to the current due date. If a Customer request is received during that time period, the supplemental charge will apply and, in addition, the billing will start on the current due date without exception.

SECTION 4 - SWITCHED ACCESS SERVICE

4.1 General

Switched Access Service, which is available to Customers for their use in furnishing their services to end users, provides a two-point communications path between a Customer's Premises and an End User's Premises. It provides for the use of common terminating, switching and transport facilities. Switched Access Service provides the ability to originate calls from an End User's Premises to a Customer's Premises, and to terminate calls from a Customer's Premises to an End User's Premises.

Switched Access Service is available when originating or terminating calls from or to an end user which subscribes to the Company's Local Exchange Services.

Rates and charges are set forth in Section 5. The application of rates for Switched Access Service is described in Section 5.

4.2 Provision and Description of Switched Access Service Arrangements

4.2.1 Feature Group Access

FG Access is provisioned at the DS-1 level and provides trunk-side access to Local Switching Center switches, for the Customer's use in originating and terminating communications. Basic FG Access service will be provided with Multi-Frequency In Band Signaling (SS7 is also available, where capabilities exist).

All traffic is routed to and from the Company's local switching center via the Customer's tandem provider or via end office trucking, where available. Delivery of calls to, or acceptance of calls from, the Company's End User locations over Company-switched local exchange services shall constitute an agreement by the Customer to purchase switched access services as described herein. The Company reserves the right to require the Customer to submit an ASR for switched access.

SECTION 4 - SWITCHED ACCESS SERVICE, (Cont'd.)

4.2 Provision and Description of Switched Access Service Arrangements, (Cont'd.)

4.2.2 Manner of Provision

Trunks used for Switched Access Service may be configured for one-way (either originating only or terminating only) or for two-way directionality.

4.2.3 Call Types

The following Switched Access Service call types are available:

- A. Originating FG Access
- B. Originating 800 FG Access
- C. Terminating FG Access

4.2.4 Originating FG Access

The access code for FG Access switching is a uniform access code of the form 1+ or 011+ or 101XXXX. For 101XXXX dialing a single access code will be the assigned number of all FG Access provided to the Customer by the Company. When the access code is used, FG Access switching also provides for dialing the digit 0 for access to the Customer's operator service, 911 for access to emergency service, and/or the end of dialing digit (#) for cut-through access to the Customer's premises. The Company will provide originating FG access consistent with dialing parity obligations.

SECTION 4 - SWITCHED ACCESS SERVICE, (Cont'd.)

4.2 Provision and Description of Switched Access Service Arrangements, (Cont'd.)

4.2.5 Originating 800 FG Access

800 Data Base Access Service is a service offering utilizing originating Trunk side Switched Access Service. When an 8XX + NXX + XXXX call is originated by an End User, the Company will perform Customer identification based on screening of the full ten-digits of the 8XX number to determine the Customer location to which the call is to be routed.

4.2.6 Terminating FG Access

FG Access, when used in the terminating direction, may only be used to access end users who are subscribing to the Company's Local Exchange Services. Calls in the terminating direction will not be completed to 950-0XXX or 950-1XXX access codes, local operator assistance (0- and 0+), Directory Assistance, (411 or 555-1212) service codes 611 and 911 and 101XXXX access codes.

4.3 Reports and Testing

- 4.3.1 <u>Design Layout Report</u>: At the request of the Customer, the Company will provide to the Customer the makeup of the facilities and services provided from the Customer's Premises to the first point of switching. This information will be provided in the form of a Design Layout Report. The Design Layout Report will be provided to the Customer at no charge.
- 4.3.2 <u>Acceptance Testing</u>: At no additional charge, the Company will, at the Customer's request, cooperatively test, at the time of installation, the following parameters: loss, Cnotched noise, C-message noise, 3-tone slope, d.c. continuity and operational signaling.

SECTION 5 - SWITCHED ACCESS RATES

5.1 General

This section contains the specific regulations governing the rates and charges that apply for Switched Access Services:

There are three types of rates and charges that apply to Switched Access Service:

- Non-Recurring Charges: One-time charges that apply for a specific work activity.
- Recurring Charges: Fixed charges apply each month and depend on the number and type of facilities in place.
- Usage Charges: Charges that are applied on a per access minute basis. Usage rates are accumulated over a monthly period.

Switched Access Service, which is available to Customers for their use in furnishing their services to End Users, provides a two-point electronic communications path between a Customers premises and an End Users premises. It provides for the use of common terminating, switching and trunking facilities, and for the use of common subscriber plant of the Company. Switched Access Service provides for the ability to originate calls from an End Users premises to a Customers premises in the LATA where it is provided.

5.2 Rate Categories

- 5.2.1 There are three rate categories which apply to Switched Access Service:
 - Local Switching
 - Local Transport
 - Common Line

5.2.1 Local Switching

Local Switching provides for the use of end office switching equipment. Included in Local Switching are:

The Common Switching, which provides the local end office switching functions and optional features.

Transport Termination, which provides for the trunk side arrangements which terminate the Local Transport facilities. The number of Transport Terminations provided will be determined by the Company.

Where end offices are appropriately equipped, international dialing may be provided. International dialing provides the capability of switching international calls with service prefix and address codes having more digits than are capable of being switched through a standard equipped end office.

5.2 Rate Categories, (Cont'd.)

5.2.3 Toll-Free 8XX Data Base Query

The Toll-Free 8XX Data Base Query Charge, will apply for each Toll-Free 8XX call query received at the Company's (or its provider's) Toll-Free 8XX data base.

5.2.4 The Local Transport rate category provides the transmission facilities between the Customer premises and the end office switch(es) where the Customer traffic is switched to originate or terminate its communications.

Local Transport is a two-way voice frequency transmission path composed of facilities determined by the Company. The two-way voice frequency path permits the transport of calls in the originating direction (from the End User end office switch to the Customer's premises) and in the terminating direction (from the Customer's premises to the end switch), but not simultaneously. The voice frequency transmission path may be comprised of any form or configuration of plant capable of and typically used in the telecommunications industry for the transmission of voice and associated telephone signals within the frequency bandwidth of approximately 300 to 3000 Hz.

The Company will work cooperatively with the Customer in determining (1) whether the service is to be directly routed to an end office switch or through an access tandem switch, and (2) the directionality of the service.

Transmission Paths

The number of Transport transmission paths provided is based on the Customer's order and is determined by the Company.

Interconnection

Interconnection of non-Company switched access transport facilities is available between and end office and a Customer point of presence where such facilities are provided.

5.3 Billing of Access Minutes

When recording originating calls over FG Access with multi-frequency address signaling, usage measurement begins when the first wink supervisory signal is forwarded from the Customer's facilities. The measurement of originating call usage over FG Access ends when the originating FG Access entry switch receives disconnect supervision from either the originating End User's Local Switching Center - (indicating that the originating End User has disconnected), or the Customer's facilities, whichever is recognized first by the entry switch.

For terminating calls over FG Access with multi-frequency address signaling, the measurement of access minutes begins when a seizure signal is received from the Carrier's trunk group at the Point of Presence within the LATA. The measurement of terminating call usage over FG Access ends when a disconnect signal is received, indicating that either the originating or terminating user has disconnected.

When recording originating calls over FG Access with SS7 signaling, usage measurement begins with the transmission of the initial address message by the switch for direct trunk groups and with the receipt of an exit message by the switch for tandem trunk groups. The measurement of originating FG Access usage ends when the entry switch receives or sends a release message, whichever occurs first.

For terminating calls over FG Access with SS7 signaling, the measurement of access minutes begins when the terminating recording switch receives the initial address message from the terminating End User. On directly routed trunk groups or on tandem routed trunk groups, the Company switch receives the initial address message and sends the indication to the Customer in the form of an answer message. The measurement of terminating FG Access call usage ends when the entry switch receives or sends a release message, whichever occurs first.

5.4 Rates and Charges These are rates for both AT&T Ohio and Verizon service territories

5.4.1 Local Transport

Local Transpor	rt		
		Non-Recurring	Monthly Recurring
(A) Entran	ce Facility		
(1) Pe	r DSI		\$227.00
(B) Direct	Transport		
(1)	Dedicated Transp	oort	
	(A) Termination First Each Add'l	\$310.0 \$250.0	
	(B) Facility Per Mile Tandem Port Trunk Port	\$25.00 \$133.8 \$120.2	0
	(C) Common Tra	<u>insport</u>	
	(1)	Trunk Charges First \$115.0 Each Add'l \$40.00	0
	(2)	Tandem Switched	Transport Per Access Minute
	F	Cermination Cacility (per mile) Aultiplexing	\$0.000244 \$0.000044 \$0.000042

Issued: August 24, 2007

Effective:

5.4 Rates and Charges, (Cont'd.)

5.4.2 <u>Toll-Free 8XX Data Base Query</u>

Per Query

SBC Area

0.0022940

5.4.3 Reserved for future use

SECTION 6 – RESERVED FOR FUTURE USE

Issued: August 24, 2007 Effective:

Issued by:

SECTION 7 – RESERVED FOR FUTURE USE

SECTION 8 - MISCELLANEOUS SERVICES

8.1 Reserved For Future Use

SECTION 8 - MISCELLANEOUS SERVICES, (CONT'D.)

8.1 Reserved For Future Use

SECTION 8 - MISCELLANEOUS SERVICES, (CONT'D.)

8.1 Reserved For Future Use

Issued: August 24, 2007 Effective:

Issued by:

SECTION 8 - MISCELLANEOUS SERVICES, (CONT'D.)

8.1 Reserved For Future Use

EXHIBIT B - Statement affirming that the registrant has notified the Ohio Department of Taxation of its intent to conduct operations as a telephone utility in the State of Ohio

Wholesale Carrier Services, Inc. 5471 N. University Drive Coral Springs, Florida 33067 (954) 227-1700 (Phone)

August 15, 2007

Ohio Department of Taxation c/o Public Utility Section 21st Floor 30 East Broad Street Columbus, OH 43215-3793 (800) 282-1780

RE: Wholesale Carrier Services, Inc.

Dear Sir/Madam:

Please be advised that the above referenced corporation intends to provide telecommunications service in the State of Ohio upon receiving approval of its application filed with the Public Utilities Commission of Ohio.

Sincerely,

Chris S. Barton

President

Wholesale Carrier Services, Inc.

EXHIBIT C - Brief description of service(s) proposed

WCS by this Application seeks authority to provide resold and facilities-based/UNE local exchange telecommunications services to the public by initially reselling services and purchasing unbundled network elements (UNE) obtained from and utilizing facilities provided by facilities-based carriers. At this time the company has no plans to install facilities in the State of Ohio, but may do so in the future. For local exchange service, WCS will initially mirror the existing local calling areas of incumbent local exchange telephone companies. WCS intends to provide local exchange telecommunications services including:

- A. Local Exchange Services that will enable customers to originate and terminate local calls in the local calling area served by other LECs, including local dial tone and custom calling features.
- B. Switched local exchange services such as flat-rated and measure-rated local services; vertical services, carrier access, and any other switched local services that currently exist or will exist in the future.
- C. Non-switched local services (e.g., private line) that currently exist or will exist in the future.
- D. Centrex and/or Centrex-like services that currently exist or will exist in the future.
- E. Digital subscriber line, ISDN, and other high capacity line services.

WCS seeks authority to provide local exchange services initially throughout the State in the areas served by Ameritech.

EXHIBIT D – Explanation of whether applicant intends to provide resold services, facilities-based services, or both resold and facilities-based services.

The company intends to provide both resold and facilities-based/UNE services. The company plans to initially resell local exchange services, and to provide local exchange services by purchasing unbundled network elements (UNE) obtained from, and utilizing facilities provided by facilities-based carriers. At this time the company has no plans to install facilities in the State of Ohio.

EXHIBIT E – Explanation as to whether CLEC currently offers CTS services under separate CTS authority, and whether it will be including those services within its CLEC filing, or maintaining such CTS services under a separate affiliate.

The company currently offers CTS services under authority granted in Case No. 02-1774-CT-ACE The company will be including CTS services within its CLEC filing herein.

EXHBIT F - Explanation of how the proposed services in the proposed market area are in the public interest.

Granting this application will promote the public interest by increasing competition in the provision of telecommunications services in Ohio. Wholesale Carrier Services, Inc. will provide customers high quality, cost effective local exchange telecommunications service, with an emphasis on customer service. In addition to driving prices closer to costs, thereby ensuring just and reasonable rates, competition also promotes efficiency in the delivery of services and in the development of new services. These very real benefits work to maximize the public interest by providing continuing incentives for carriers to reduce costs, while simultaneously promoting the availability of potentially desirable services.

$\textbf{EXHIBIT} \ \textbf{G-Description} \ \textbf{of the proposed market area}.$

The applicant proposes to provide local service in all areas in the State of Ohio serviced by AT&T Ohio and Verizon.

EXHIBIT H – Description of the class of customers (e.g., residence, business) that the applicant intends to serve.

The applicant intends to serve business and residential customers.

EXHIBIT I – Documentation attesting to the applicant's financial viability, including, at a minimum, a pro forma income statement and a balance sheet. If the pro forma income statement is based upon a certain geographical area(s) or information in other jurisdictions, please indicate.

See Copies of Balance Sheet as of December 31, 2006, Profit and Loss and Statement of Cash Flows from January through December 2006 which are attached hereto.

Wholesale Carrier Services, Inc. Balance Sheet As of December 31, 2006

	Mar 31, 08	Jun 10, 06	Sep 30, 66	Dec 31, 56
ASSETS				
Current As sets				
Checking/Sayings				
1000000 - Bank Accounts	984,280.28	1,305,602.21	1,453,527.63	2,000,045.92
1103000 • Due fromito G3	220,918.43	0,00	9.00	Ø.05
1184000 - Due tolfrom MEA	149,277.68	209,767.38	211,455.04	211,458.04
Total Checking/Savings	1,354,476.39	1,515,569.59	1,675,015.87	2,211,538.95
Accounts Rectivable				
1100000 - Accounts Receivable	\$,071,583,69	1,511,482,08	1,153,836.56	1,217 584 94
Yotal Accounts Receivable	1,071,583.69	1,511,483.08	1,153,836.56	1,217,584,94
Other Correct Assets				
1102000 - Undeposited Funds	0,00	-25.594.73	0.00	0.0,0
1105000 · Unbilled Revenues	758,884.20	745,954.37	785,918.37	563,745.57
1202000 • Exchange	2,285.94	7,448.74	11,388.22	14 854 59
1203000 · Eschange · USAC	22,445.15	-57,808.50	0.60	-7,314.13
1204000 · Exchange · VAR JE's	46,785.42	53,543,79	57,454.50	57,814,91
	764.15	428.65	89.15	0,00
1205060 - Employae Advances		17,721.77	11,086,65	3,784,54
1206000 · Pre-Pald Insurance @	25,762.05	•		
1208000 - Propaid Expenses	48,499.00	44,475,72	38,450.25	39,848.05
Total Other Cuttent Assets	907,365.22	765,070.Bt	805,165 27	692,843,96
Total Corrent Assets	3,333,446.60	3,812,123.48	3,734,217.70	4,121,965.86
*it				
Fixed Assets			•	
1700000 · Fixed Assets	420,660.A7	467,378.40	580,271.99	624,746.58
Total Fixed Assets	438,560,47	487,375,40	580.271.89	624,746,59
faired I terror the marie	120,221	***,		
Albert Annala				
Other Assets	13,852,68	19,485,48	19,485,45	16 651.75
1900000 · Becurity Deposit		19,485,48		
Total Other Assais	13,852.65	19,483.46	18,485,48	18,651,75
TOTAL ASSETS	3,766,869.33	4,218,985.28	4,313,978.17	4,765,364.20
LIABILITIES & EQUITY				
Lishilities		•		
Correct Labilities				
Accounts Payable				
2000000 - Accounts Payable	1,512,058,68	1,732,655.33	1,871,383,78	1,793,182.02
•	1,512,069,68	1,732,655.33	1,971,303,76	1,793,152.02
Total Accounts Payable	1,212,000,20	1,100,000	1,011,00710	1,183,192.04
Credit Cards	· · · · · · · · ·	***		
2100000 - Credit Cards Payable	211,722.78	204,084.54	240,405.47	242,989.69
Total Gredit Cards	211,727.70	204,094.54	240,405.47	242,009.89
Other Gurrent Liabilities				
2010000 · CARRIER DISPUTES	82,955.42	87,369,78	126,437.98	196,626.19
2101000 - Accrued Commissions	140,595.88	263,756.39	216,013.29	235,524,38
2102000 • Accided Expenses	17,902-27	18,121,94	313,44	-6,054.72
2103000 · Customer Advanced MRC billings	622,632,00	764,084,73	712,367.71	712,785.BB
2200000 - Accrued Payroll Liabilities	26,460.41	9,717.56	65,210.49	56,809.55
2300000 - Garrier tex pass through	12,465.04	12,465,84	12,465.84	14,219,48
• •	241,942.59	199,459,85	175,728.13	158,166.45
2300001 · Carrier Yams Paid	66,798.00	65,795.00	0.00	0.00
2707000 · Saving s-Chilbank Line of Gredit	****	-		
Total Other Current Liabilities	1,221,750,39	1,423,801.40	1,308,536.05	1,370,377.19
Total Current Liabilities	2,945,541.77	3,360,551,27	3,420,328.11	3,406,559.10
Long Term Liabilities				
2800000) - Deposits - Customers	128,416,38	173,150,67	176,657.55	178,649.53
2910000 - Letter of Credit - MCVDCI	25,000,00	25,000.00	25,000.00	25,000.00
Total Long Torm Liabilities	153,416,38	198,160.67	200,857.55	203,649,53
bases noted draws and an orange	***************************************			
40 a 117.6300 -	3.200.024.46	1 650 7f7 14	7 670 093 60	2 640 202 63
Total Liabilities	3,898,958,15	3,558,712.14	3,620,983,66	3,610,208.63
Equity			_	
3199999 • Capital Stock	100.00	100,00	100.00	100.00
3900000 - Rateined Earnings	930,883.31	\$30,083.25	15.668,069	939,563.31
1950000 · Chris S. Barton - Distribution	-316,584,40	-348,299.07	-386,327,53	-532,785.07
Hatincome	73,512.27	175,588.98	166,335.73	756,858.23
Total Equity	687,901.18	760 273 22	712,991,51	1,155,155.57
· ·				
TOTAL LIABILITIES & EQUITY	3,786,859.33	4,318,986.36	4,333,976,57	4,765,364.20
		-		

Wholesale Carrier Services, Inc. Profit & Loss

January through December 2006

	Jan - Mar 06	Apr - Jun 08	Jul - Sop 06	Oct - Dec 06	TOTAL
Ordinary income/Expense					
Income					
4010000 • Sales Income	0.00	0.00	0.00	0.01	0,01
4101000 - Access Loop	795,489.24	965,705.23	955,131.88	963,411,00	2,479,737.35
4200000 - Conferencing	126,685,22	142,895.17	141,978.21	130,198.95	541,734.55
430000 • Equipment	21,412.43	19,732.74	26,323.68	26,891.14	94,159.97
4400000 - Data	320,138.19	391,550.92	416,074.01	430,695,26	1,558,458.38
4600000 - ENH	43,750.49	60,644,58	52,716.02	34,070.51	201,381.60
4800000 · IP	645,691.07	690,202,33	759,755.98	855,612.92	2,951,262,30
4700000 - Local	228,031.69	221,934.43	228,270.72	257,209.54	935,446.37
4800000 - Value added billing	9,500.37	99.80	70,000.00	200,00	79,660.17
4802000 · Voice	2,112,707.53	2,064,006.77	2,370,920.15	1,891,712.73	8,539,347.19
4846000 - Ray Service Chargo	320.97	315.00	315,0D 80,338.59	315.00	1,285.97
4901000 · Commissions	63,127.42	104,617.19	•	287,303,51	535,384.71
4990000 - Account Fens	69,793,77	88,397.03 0.00	60,025.54 8,763.28	67,887.19 0.00	284,103.53 -1,974.74
4999996 · Recovery Early Termination fee	-10,738.00 4,425,890.38	4,648,302.19	5,080,609.03	5,045,305.76	19,200,107.38
emoon) istaT	4,420,080.20	4,940,302.13	3,000,009.03	910491900119	13'YA04'101'30
Cost of Goods Sold					
5101000 - Access - Loop	674,175.52	771,854,58	784,744.34	829,685.75	3,060,440,19
5200000 · Conference	53,401.61	56,282,08	67,017.35	59,487.21	236,188.25
6300000 · Equipment GOGS	46,635.77	18,990.01	17,219,53	15,701.45	98,746.76
6400000 - Data CoGS	231,413.93	275,042.03	294,040.42	310,769.06	1,111,265.44
6600000 • ENH Cog9	15,654,72	17,618.18	27,470.29	27,891.47	66,632,64
5600000 - IP CoGS	328,782.55	396,469.50	396,296.00	362,553,04	1,482,101.09
6700000 · Local - COGS	104,602,89	115,582. 9 9	131,300.30	165,397,90	516,864.08
5800000 · Value Added Billing COGS	0,00	D,Ox1	52,500.00	0.08	52,500.0 0
5802000 · Voice • COGS	1,383,451.87	1,381,158.67	1,542,336.64	1,313,280.42	5,620,227.60
5901000 · Carrier Taxes	4,198.31	-49,829.66	-49,871,11	8,011,39	-87,491,07
5920100 · VAR Commissions	870,410.61	891,884.11	1,003,839. 6 0	681,023.67	3,427,157.89
5990000 · Account Fees - COGS	24,627.15	19,214.47	43,494.04	20,708.19	108,043.85
Total COGS	3,735,554.83	- 3,894,245.14	4,310,387.40	3,774,489.55	15,714,677.02
Gros z Prof iit	890,335.45	754,057.05	770,221.63	1,270,816.21	3,485,430.34
Expense					
B100000 - General & Administrative	136,520,95	123,803.62	159,694.31	121,644.62	541,763.50
6400000 - Sales and Marketing expanses	56,177.39	68,333.33	98,936.70	35,941.76	260,389.18
6600M00 • Billing and Service Feet	79,639,64	67, 398.69	B4,323.12	103,232,88	354,594.33
6800000 • Payroll Expenses	363,045.04	388,489.83	449,698.79	415,837.38	1,617,071.02
6900000 · Depreciation and Amerization	12,000.00	12,000.00	12,000,00	12,000,00	48,000.00
Total Exponso	847,383,02	680,125.47	804,652.92	689,656.62	2,821,818.03
Net Ordinary Income	42,952.43	73,931.58	-34,431,29	581,159,59	883,612.31
Other income/Expones					
Other Income					
7200000 - Late Fees/Finance Charges	28,818.53	25,408.37	23,449.63	4,986.89	82,643.62
7499000 - Interest Income	493.79	617,40	958.85	1,228.66	3,296.70
7500000 - Receivary of bad debt	1,501.28	2,250.00	3,000,00	1,500.00	6,251.28
Total Other Income	30,813.60	28,275,77	27,408.66	7,693.55	94,191.60
Other Expense					
8900000 - Interest Expense	153,76	230.64	230,64	230,64	845.68
Total Other Expense	153.76	230.64	230.64	230.64	845.68
i mai oriidi externoc	193,78	234.04	20.09	PULDA	043,08
Net Other income	30,659.84	28,045,13	27,178.04	7,462.91	93,345.92
Not income	73,612.27	\$01,976.71	-7,253.25	588,622.50	756,958.23

Wholesale Carrier Services, Inc. Statement of Cash Flows

January through December 2006

January through December 2006	1 Day 00
OPERATING ACTIVITIES	Jan - Dec 06
Net Income	756 050 03
Adjustments to reconcile Net Income	756,958.23
to nat cash provided by operations:	
1100000 · Accounts Receivable	-64,724.21
1105000 - Unbilled Revenues	74,395,21
1202000 · Exchange	-20,751.59
1203000 · Exchange - USAC	7,314.13
1204000 · Exchange - VAR JE's	22,767.15
1205000 · Employee Advances	1,251.65
1206000 • Pre-Paid Insurance	-1,847.47
1208000 · Prepaid Expenses	-37,097.88
2000000 · Accounts Payable	489,884,80
2100000 · Credit Cards Payable:2111000 · American Express 91004	35,814,70
2100000 · Credit Cards Payable:2120000 · MasterCard AAdvantage Card	-29 ,63 5.67
2100000 · Credit Cards Payable:2130000 · Chase Visa 4897	-334.24
2010000 · CARRIER DISPUTES .	133,666.75
2101000 · Accrued Commissions	186,741.22
2102000 · Accrued Expenses	-6,954.72
2103000 · Customer Advanced MRC billings	52,963,23
2200000 · Accrued Payroll Liabilites;2201000 · Accrued salaries	6,150.90
2200000 · Accrued Payroll Liabilites:2202000 · Accured Bonus	7,295.46
2300000 · Carrier tax pass through	1,753.64
2300001 · Carrier Taxes Paid	-9,648.05
2707000 - Savings-Gitibank Line of Credit	-66,796.0D
Net cash provided by Operating Activities	1,539,167.23
INVESTING ACTIVITIES	
1700000 · Fixed Assets:1701000 · Communications Equipment	-2,337.30
1700000 · Fixed Assets: 1702000 · Computer Equipment	-22,485.16
1700000 · Fixed Assets: 1703000 · Computer Software	-176,612.69
1700000 · Fixed Assets:1704000 · Equipment Office	-10,783.88
1700000 · Fixed Assets:1706000 · Leasehold Improvements	-4,076.00
1700000 · Fixed Assets:1707000 · Office Furniture	-18,864.24
1700000 · Fixed Assets:1780000 · Accumulated Amortization	1,200.00
1700000 · Fixed Assets:1790000 · Accumulated Depreciation	46,800.00
1900000 · Security Deposit:1901000 · Security Deposits - Vendors	-4,000.00
1900000 · Security Deposit:1902000 · Deposit - Carriers	2,817.86
1900000 - Security Deposit:1906000 · Security Deposits - Utility	-2,592,00
Net cash provided by investing Activities	-190,933.41
FINANCING ACTIVITIES	
2900000 · Deposits - Customers	57,646.79
3950000 · Chris S. Barton - Distribution	-265,488,59
Net cash provided by Financing Activities	-207,841.80
	-201 ₁ 041.00
Net cash increase for period	1,140,392.02
Cash at beginning of period	1,071,144.94
Cash at end of period	2,211,536.96

EXHIBIT J – Documentation attesting to the applicant's technical and managerial expertise relative to the proposed service offering(s) and proposed service area.

Applicant is currently authorized to provide long distance service in Alabama, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Idaho, Illinois, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin and Wyoming and authorized to provide local exchange service in Alabama, Louisiana, Maryland, Montana, New Jersey and New York. Applicant is in the process of applying for authorization to provide competitive local exchange service in the 27 additional states. Applicant has not been denied authority for any of the services for which it seeks authority in this Application.

When it initiates service in Ohio, WCS proposes initially to provide resold local exchange telecommunications services, and local services using the UNE utilized unbundled network elements, or equivalents thereof, utilizing ILEC facilities. The company has no current plans to install facilities in the State of Ohio. Initially, the local services WCS intends to offer are likely to be those local exchange telecommunications services offered by incumbent local exchange carriers in the proposed service area.

ALSO SEE ATTACHED BIOGRAPHICAL INFORMATION.

Chris S. Barton

President & CEO

Chris S. Barton, Founder of Wholesale Carrier Services, Inc. (WCS), a former MCI Telecommunications employee with over 10 years of experience in a variety of large accounts sales and management positions, has been managing WCS for the past 8 years. In his tenure with MCI, he had been responsible for the sales development of some of MCI's largest national accounts in Texas and Florida. In addition, he managed the Miami marketplace for MCI/WorldCom as Branch Sales Manager.

Mr. Barton attended the University of Texas at Austin and majored in Electrical Engineering and Computer Science.

Greg King

Chief Information Officer

Gregory King supports the technology initiatives of WCS and its billing platforms. Mr. King also co-founded G3 Networks LLC with Chris Barton to build on of the most advanced telephone applications services providers (TASP) in the U.S. Before co-founding G3 Networks, Gregory served as Chief Information Officer of International Bonded Couriers, a global express transportation company operation in 58 countries. Gregory led the team that developed Pactrack™, an industry renowned real-time package tracing system.

Mr. King received a B.S.E. in Systems Engineering from the University of Pennsylvania, and a B.S. in Management from the Wharton School.

Marcey Gavidia

Executive Vice President

Ms. Gavidia is responsible for strategic direction and human resources management of WCS. She helped launch WCS and has supplied the company with infrastructure development and vendor selection for the past ten years. Her background includes extensive technical sales, employee training and help desk services in international telecommunications and corporate messaging services.

As a nine year employee of MCI International, the division which launched electronic mail and commercial Internet services, Ms. Gavidia traveled extensively to design and deploy complex corporate messaging networks to the financial, transportation travel and healthcare markets. She also provided technical sales support to Concert, the multi-billion dollar joint venture between British Telecom and MCI.

Ms. Gavidia was also a nationally-recognized employee Cable & Wireless' messaging

division, SureCom.

Randee Jennings

Vice President, Operations

Ms. Jennings manages the provisioning, billing, and main-in-tenance departments at WCS. With over 20 years experience in the Telecommunications industry, Randee has held a number of key regional and national level positions with major service providers such as Ameritech, Xerox, BellSouth, TCG, and AT&T. Her assignments have spanned several critical disciplines, including Major Account Management, Product Management, Technical Support, Customer Service, Project Management, Process Development, and Network Operations.

She has had extensive personal experience in selling, implementing, and maintaining a wide variety of local service offers, including Centrex, ISDN, LAN/WAN, MPLS Services, OCX services, Dark Fiber, private and public rings, as well as in managing and motivating large teams.

Ms. Jennings is active in community relations, including an eight year directorship with the North Miami Chamber of Commerce and a founding membership on the Barry University Telecommunications Advisory Board. As Adjunct Professor, She has taught advanced telecommunication courses at Palm Beach Atlantic University.

She holds a B.B.A in Marketing from University of Notre Dame and a Master's Degree in Human Resource Management from Nova Southeastern University.

Debi Pell

Manager, Service Delivery

Ms. Pell manages the provisioning teams for voice, data and internet products. She joined WCS in 2002 as an implementation provisioning manager following a 32 year career at Bell South, which included several management positions in Small Business Retail Centers, Project Manager, Major & Large Accounts. Debi is a 34 year veteran in the telecommunications industry.

She has an extensive background in fiber ring, SONET, DWDM and 911 implementation on some of the largest installations in the State of Florida. In addition, she has worked on several large collocation and delivery projects.

Ms. Pell holds a Bachelor's degree in Management from Barry University.

EXHIBIT K- Documentation indicating the applicant's corporate structure and ownership.

Applicant is a Florida Corporation Applicant's ownership is as follows:

Name and percentage owned

Chris S. Barton

100%

EXHIBIT L- Information regarding any similar operations in other states. Also, if this company has been previously certified in the State of Ohio, include that certification number.

This company has been previously certified in the State of Ohio, Certification No.90-6070. Please see Exhibit J for information regarding similar operations in other states.

EXHIBIT M- Verification that the applicant will maintain local telephony records separate and apart from any other accounting records in accordance with the GAAP.

- a) The company may use the its own numbering scheme for its books, provided that a translation matrix is maintained that maps the local exchange operations only between this numbering system and the USOA accounts. The purpose of the matrix is to allow a conversion from the company's chosen account numbering scheme and descriptions for the local exchange operations into USOA account numbers; and
- b) The translation matrix shall be made available for the Commission staff's review upon request; and
- c) All filings with the Commission that require submission of financial information specific to local exchange operations, such as the Commission's Annual Report, shall utilize the translation matrix and be provided in the USOA format. To the extent the treatment under the USOA of a particular transaction or event differs from the treatment the company would otherwise apply under generally accepted accounting principles, the financial information filed with the Commission shall reflect the USOA prescribed treatment of this item. The company shall use subsidiary records, if needed, to substantiate differences between USOA-prescribed accounting and generally accepted accounting principles.

EXHIBIT N- Verification of compliance with any affiliate transaction requirements.

The Company will incorporate its long distance service into its local tariff, therefore, the Ohio affiliate transaction requirements will not apply.

EXHIBIT O- Explanation as to whether rates are derived through (check all applicable): interconnection agreement, retail tariffs, or resale tariffs.

Rates will be derived through a combination of interconnection agreements, retail tariffs, and resale tariffs.

EXHIBIT P- Explanation as to which service areas company currently has an approved interconnection or resale agreement.

The company has yet to commence negotiations for an interconnection or resale agreement.

EXHIBIT Q- Explanation of whether applicant intends to provide Local Services which require payment in advance of Customer receiving dial tone.

Applicant does not intend to provide Local Services which require payment in advance of Customer receiving dial tone.

EXHIBIT R-Tariff sheet(s) listing the services and associated charges that must be paid prior to customer receiving dial tone (if applicable).

Not Applicable.

EXHIBIT S- Letters requesting negotiation pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 and a proposed timeline for construction, interconnection, and offering of services to end users.

Negotiation pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 will be initiated soon. A proposed timeline for construction and offering of services to end-users is as follows:

Construction – The company has no current plans to construct facilities in the State of Ohio. The company will initially resell local service and provide local service by purchasing unbundled network elements from ILECs and utilizing ILEC facilities.

Service to End-users - Services will be offered to end users subsequent to Commission approval of this application. Applicant intends to offer service to end-users prior to end of the year 2007.

EXHIBIT T- Certification from Ohio Secretary of State

See attached

DATE: 06/03/2002

DOCUMENT ID DESCRIPTION 200215102668 FOREIGN LICENSE/FOR-PROFIT (FLF)

Receipt This is not a bill. Please do not remit payment.

WHOLESALE CARRIER SERVICES, INC. 7200 W. CAMINO REAL **STE 303** BOCA RATON, FL 33433

STATE OF OHIO

Ohio Secretary of State, J. Kenneth Blackwell

1321760

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

WHOLESALE CARRIER SERVICES, INC.

and, that said business records show the filing and recording of:

Document(s)

Document No(s):

FOREIGN LICENSE/FOR-PROFIT

200215102668

Authorization to transact business in Ohio is hereby given, until surrender, expiration or cancellation of this license.



United States of America State of Ohio Office of the Secretary of State

Witness my hand and the seal of the Secretary of State at Columbus, Ohio this 31st day of May, A.D. 2002.

Ohio Secretary of State

EXHIBIT U- List of names, addresses, and phone numbers of officers and directors, or partners.

Officers:

Chris S. Barton President/CEO/VP/Secretary/Treasurer

Greg King CIO

Marcey Gavidi Executive VP

Randee Jennings Vice-President, Operations

Directors:

Chris S. Barton

5471 N. University Drive Coral Springs, Florida 33067 (954) 227-1700 (Phone) EXHIBIT V- A sample copy of the customer bill and disconnection notice the applicant plans to utilize.

See attached

Sample Bill

Customer: [Insert Customer's Name]

Address: [Insert Address]

Account No.: [Insert account number or phone number]

T I	Billing Date	Billing Period	Date Due

WHOLESALE CARRIER SERVICES, INC.

5471 N. University Drive Coral Springs, Florida 33067

FOR BILLING INQUIRES: 1-XXX-XXXX FOR SERVICE INQUIRES: 1-XXX-XXXX

www.wcs-online.com

Description	Rate	Quantity	Amount
Current Month's Charges			
Credits applied to account:			
Unpaid charges from previous bill:			
Late payments:			
Charges for regulated competitive service:			
Charges for local extended area service calls,			
including any usage-sensitive charges:			
Recurring, fractional or nonbasic service charges:			
Charges for nonregulated services or products:			
Taxes and surcharges: [include summary]			
9-1-1 charges:			
An itemization of local and/or toll charges is			-
attached.			
Total Due \$			

Please remit this bill via U.S. Mail to the address listed on this invoice.

If your questions are not resolved after you have called Wholesale Carrier Services, Inc., customers may call the public utilities commission or Ohio (PUCO), toll free at 1-800-686-7826 or 1-614-466-3292 or for TDD/TYY toll free at 1-800-686-1570 or 1-614-466-8180 from 8:00 a.m. to 5:00 p.m. weekdays, or visit the PUCO website at www.puco.ohio.gov.

Residential customers may call the Ohio consumers' counsel (OCC), toll free at 1-877-742-5622 from 8:30 a.m. to 5:30 p.m. weekdays, or visit the OCC website at www.pickocc.org.

ITEMIZATION OF CHARGES

T	C1 1	•	•
Itemization	or local	service	charges:
*****			7

• Monthly rate for local flat-rate service (or usage rate or base rate) -

Itemization of toll service charges:

Date and time	Destination	Telephone	Total Charge	Duration of	Total Toll
of placement	(City, State)	Number Called	per call (e.g., day, night / weekend, calling card)	Call	Charges
				· · ·	

Please note: Nonpayment of toll charges may result in the disconnection of toll service and may be subject to collection actions but will not result in the disconnection of local service.

RESIDENTIAL DISCONNECTION NOTICE

Wholesale Carrier Services, Inc. August 23, 2007

Customer Name Account Number: xxxxxxxx Address 1 Amount Past Due: \$xxxx.xx Address 2

City, State, Zip

This will serve as notice that Wholesale Carrier Services, Inc. intends to disconnect your [insert either local or long distance or local and long distance] telephone service. Wholesale Carrier Services, Inc. has decided to take this action, because it has not received payment for services since [insert date]. The total amount past due is [insert amount]. Failure to pay the amount required at the company's office or to one of its authorized agents by [insert date] may result in the disconnection of local or toll services. An additional charge for reconnection may apply if your service is disconnected. Payments to an authorized payment agent may result in the untimely or improper crediting of your account.

The reasons for disconnection of service are [insert reasons]. In order to avoid the disconnection, the subscriber must take the following action [insert action taken and amount of payment to be made which is not greater than past due balance, not including nonregulated services]. The earliest date when disconnection will occur is [insert date].

Please note that the total amount due to avoid disconnection of local service is [insert figure]. The total amount due for toll charges is [insert figure]. Nonpayment of toll charges may result in the disconnection of toll service but not in the disconnection of local service. [If applicable – The total amount due for nonregulated charges is [insert figure]. However, nonpayment of nonregulated charges cannot result in the disconnection of local service or regulated toll service.]

If you wish to contact Wholesale Carrier Services, Inc. to discuss your account, please call or send all correspondence to:

Chris S. Barton, President
Wholesale Carrier Services, Inc.
5471 N. University Drive

Coral Springs, Florida 33067 Hours: 8:00 a.m. to 5:00 p.m. EST

If your complaint is not resolved after you have called Wholesale Carrier Services, Inc., or for general utility information, residential and business customers may call the Public Utilities Commission of Ohio (PUCO), toll free at 1-800-686-7826 or for TDD/TTY toll free at 1-800-686-1570, from 8:00 a.m. to 5:30 p.m. weekdays, or visit www.puco.ohio.gov.

Phone: (954) 227-1700

The Ohio Consumers' Counsel (OCC) represents residential utility customers in matters before the PUCO. The OCC can be contacted toll free at 1-877-742-5622 from 8:00 a.m. to 5:00 p.m. weekdays, or visit www.pickocc.org.

NON-RESIDENTIAL DISCONNECTION NOTICE

Wholesale Carrier Services, Inc.

August 23, 2007

Customer Name Account Number: xxxxxxxx Address 1 Amount Past Due: \$xxxx.xx Address 2 City, State, Zip

This will serve as notice that Wholesale Carrier Services, Inc. intends to disconnect your [insert either local or long distance or local and long distance] telephone service. Wholesale Carrier Services, Inc. has decided to take this action, because it has not received payment for services since [insert date]. The total amount past due is [insert amount]. Failure to pay the amount required at the company's office or to one of its authorized agents by [insert date] may result in the disconnection of local or toll services. An additional charge for reconnection may apply if your service is disconnected. Payments to an authorized payment agent may result in the untimely or improper crediting of your account.

The reasons for disconnection of service are [insert reasons]. In order to avoid the disconnection, the subscriber must take the following action [insert action taken and amount of payment to be made which is not greater than past due balance, not including nonregulated services]. The earliest date when disconnection will occur is [insert date].

Please note that the total amount due to avoid disconnection of local service is [insert figure]. The total amount due for toll charges is [insert figure]. Nonpayment of toll charges may result in the disconnection of toll service but not in the disconnection of local service. [If applicable – The total amount due for nonregulated charges is [insert figure]. However, nonpayment of nonregulated charges cannot result in the disconnection of local service or regulated toll service.]

If you wish to contact Wholesale Carrier Services, Inc. to discuss your account, please call or send all correspondence to:

Chris S. Barton, President Wholesale Carrier Services, Inc. 5471 N. University Drive Coral Springs, Florida 33067

Phone: (954) 227-1700

Hours: 8:00 a.m. to 5:00 p.m. EST

If your complaint is not resolved after you have called Wholesale Carrier Services, Inc., or for general utility information, residential and business customers may call the Public Utilities Commission of Ohio (PUCO), toll free at 1-800-686-7826 or for TDD/TTY toll free at 1-800-686-1570, from 8:00 a.m. to 5:30 p.m. weekdays, or visit www.puco.ohio.gov.

You may also be charged a deposit prior to restoration of service, which is [two-twelfths of the reasonably estimated charge for the following twelve months of service].

EXHIBIT W- Provide a copy of any customer application form required in order to establish residential service, if applicable.

Wholesale Carrier Services, Inc. 5471 N. University Drive Coral Springs, Florida 33067 Letter of Agency & Service Agreement

For each of the telephone numbers listed herein, I appoint **Wholesale Carrier Services, Inc.**, to act as my agent in order to effectuate the collection of account information and/or carry out the changes authorized herein on my behalf. I understand that I may select a separate IntraLATA toll carrier and InterLATA carrier for any one telephone number.

I hereby authorize the change of my communications company(s) from that/those, which I am currently using, to **Wholesale Carrier Services, Inc.** for each of the service types I have designated below.

I understand that by signing this letter of agency my signature shall unblock my carrier of choice service protection to make the change in long distance service possible. I also understand that I may incur a fee to switch my telephone service to **Wholesale Carrier Services, Inc.**. I further understand that I may designate only one carrier per service for any one telephone number, and therefore revoke any previous appointments or selections concerning that telephone numbers listed below.

Please designate the telecommunications services for the telephone numbers listed below by making the appropriate boxes:

INTERLATA / INTERSTATE / INTERNATIONAL INTRALATA

Local Exchange Services Only

Signature
Printed Name
Title
Date

I authorize disclosure to **Wholesale Carrier Services**, **Inc.** of my account information, including my account billing name, billing address, directory listing, service address, and my customer proprietary network information, including service and feature subscription, long distance carrier identity, and pending service order activity. Please designate the telecommunications services for the telephone numbers listed below by marking the appropriate boxes:

This agreement will remain in effect until revoked in writing by the customer or Wholesale

LOCAL EXCHANGE SERVICES

Customer Acceptance

nbers listed herei	II. (LISTALL	D 1 149, III IC	s and ton nee	riumbers)		· · · · · · · · · · · · · · · · · · ·
ame						
ddress						
ity			•••	State	Zip	
ontact				Phone		

Wholesale Carrier Services, Inc.

EXHIBIT X- List of Ohio exchanges the applicant intends to serve.

Registrant intends to provide local service in the following Ohio exchanges:

See attached List of Local Exchanges

		1
Company Name:	Wholesale Carrier Services, Inc.	Select Only AT&T Ohio
dba:		·
Certificate Number:		

Designate Proposed Market Area (PMA) by putting an "X" in appropriate boxes

ILEC	COUNTY	EXCHANGE	PMA -
AT&T Ohio	ADAMS	Winchester	Х
AT&T Ohio	ATHENS	Nelsonville	ix l
AT&T Ohio	BELMONT	Barnesville	[x
AT&T Ohio	BELMONT	Bellaire	lx '
AT&T Ohio	BELMONT	Bethesda	[x
AT&T Ohio	BELMONT	Martins Ferry-Bridgeport	x
AT&T Ohio	BELMONT	Somerton	χ
AT&T Ohio	BELMONT	St. Clairsville]x
AT&T Ohio	BROWN	Aberdeen	x
AT&T Ohio	BROWN	Ripley	X
AT&T Ohio	BUTLER	Middletown	[x
AT&T Ohio		Monroe	X .
AT&T Ohio	BUTLER	Trenton	x l
AT&T Ohio	CHAMPAIGN	Christiansburg]X
AT&T Ohio	CLARK	Donnelsville]x
AT&T Ohio	CLARK	Enon	(x
AT&T Ohio	CLARK	Medway	x
AT&T Ohio	CLARK	New Carlisle	x i
AT&T Ohio	CLARK	North Hampton	x
AT&T Ohio	CLARK	Pitchin	x
AT&T Ohio	CLARK	South Charleston	x
AT&T Ohio	CLARK	South Vienna	x
AT&T Ohio	CLARK	Springfield	x
AT&T Ohio	CLARK	Tremont City	х
AT&T Ohio	COLUMBIANA	Columbiana	x
AT&T Ohio	COLUMBIANA	East Liverpool	х
AT&T Ohio	COLUMBIANA	East Palestine	X
AT&T Ohio	COLUMBIANA	Leetonia	х
AT&T Ohio	COLUMBIANA	Lisbon	x {
AT&T Ohio	COLUMBIANA	New Waterford	X
AT&T Ohio	COLUMBIANA	Rogers	Х
AT&T Ohio	COLUMBIANA	Salem	x \
AT&T Ohio	COLUMBIANA	Salineville	x
AT&T Ohio	COLUMBIANA	Wellsville	х
AT&T Ohio		Conesville	X
AT&T Ohio	COSHOCTON	Coshocton	X
AT&T Ohio	COSHOCTON	West Lafayette	x
AT&T Ohio	CUYAHOGA	Bedford	x (
AT&T Ohio		Berea	Х
AT&T Ohio		Brecksville	Х
AT&T Ohio		Chagrin Falls	X
AT&T Ohio	CUYAHOGA	Cleveland	x j
AT&T Ohio		Gates Mills	х
AT&T Ohio		Hillcrest	x
AT&T Ohio	CUYAHOGA	Independence	х

AT&T Ohio	CUYAHOGA	Montrose [CUY]	x
AT&T Ohio	CUYAHOGA	North Royalton	x
AT&T Ohio	CUYAHOGA	Olmsted Falls	X
AT&T Ohio	CUYAHOGA	Strongsville	lx
AT&T Ohio	CUYAHOGA	Terrace	Įх
AT&T Ohio	CUYAHOGA	Trinity	lх
AT&T Ohio	CUYAHOGA	Victory	x
AT&T Ohio	ERIE	Bloomingville	x
AT&T Ohio	ERIE	Castalia	x
AT&T Ohio	ERIE	Sandusky	x
AT&T Ohio	FAIRFIELD	Carroll	X
AT&T Ohio	FAIRFIELD	Lancaster	x
AT&T Ohio	FAIRFIELD	Rushville	x
AT&T Ohio	FAIRFIELD	Sugar Grove	X
AT&T Ohio	FAYETTE	Bloomingburg	Х
AT&T Ohio	FAYETTE	Jeffersonville	X
AT&T Ohio	FAYETTE	Milledgeville	X
			ĺ
AT&T Ohio	FAYETTE	Washington Court House	x
AT&T Ohio	FRANKLIN	Alton	x
AT&T Ohio	FRANKLIN	Canal Winchester	χ
AT&T Ohio	FRANKLIN	Columbus	X
AT&T Ohio	FRANKLIN	Dublin	x
AT&T Ohio	FRANKLIN	Gahanna	x
AT&T Ohio	FRANKLIN	Grove City	x
AT&T Ohio	FRANKLIN	Groveport	x
AT&T Ohio	FRANKLIN	Harrisburg	x
AT&T Ohio	FRANKLIN	Hilliard	x
AT&T Ohio	FRANKLIN	Lockbourne	X
AT&T Ohio	FRANKLIN	New Albany	x
AT&T Ohio	FRANKLIN	Reynoldsburg	x
AT&T Ohio	FRANKLIN	Westerville	î
AT&T Ohio	FRANKLIN	Worthington	x
AT&T Ohio	GALLIA	Cheshire	X
AT&T Ohio	GALLIA	Gallipolis	X
AT&T Ohio	GALLIA		
	GALLIA		X
AT&T Ohio AT&T Ohio	GALLIA		X
			X
AT&T Ohio	GALLIA		X
AT&T Ohio	GEAUGA		X
AT&T Ohio	GEAUGA		X
AT&T Ohio	GREENE	·	X
AT&T Ohio	GREENE		X
AT&T Ohio	GREENE		X
AT&T Ohio	GREENE		X
AT&T Ohio	GREENE		X
AT&T Ohio	GREENE		X
AT&T Ohio	GREENE		X
AT&T Ohio	GREENE		X
AT&T Ohio	GREENE		X
AT&T Ohio	HANCOCK		X
AT&T Ohio	HIGHLAND	Belfast	X

AT&T Ohio	HIGHLAND	Danville [HIG]
AT&T Ohio	HIGHLAND	Hillsboro
AT&T Ohio	HIGHLAND	Marshall
AT&T Ohio	HIGHLAND	Rainsboro
AT&T Ohio	HIGHLAND	Sugar Tree Ridge
AT&T Ohio	HOCKING	Murray City
AT&T Ohio	JEFFERSON	Mingo Junction
AT&T Ohio	JEFFERSON	Steubenville
AT&T Ohio	JEFFERSON	Toronto
AT&T Ohio	LAKE	Leroy
AT&T Ohio	LAKE	Mentor
AT&T Ohio	LAKE	Painesville
AT&T Ohio	LAKE	Wickliffe
AT&T Ohio	LAKE	Willoughby
AT&T Ohio	LAWRENCE	Arabia
AT&T Ohio	LAWRENCE	Ironton
AT&T Ohio	LUCAS	Holland
AT&T Ohio	LUCAS	Maumee
AT&T Ohio	LUCAS	Toledo
AT&T Ohio	LUCAS	Whitehouse
AT&T Onio AT&T Ohio	MADISON	London
AT&T Onio AT&T Ohio	MADISON	Sedalia
AT&T Ohio	MADISON	South Solon
AT&T Ohio	MADISON	West Jefferson
	MAHONING	Canfield
AT&T Ohio		Lowellville
AT&T Ohio	MAHONING	
AT&T Ohio	MAHONING	North Jackson
AT&T Ohio	MAHONING	North Lima
AT&T Ohio	MAHONING	Sebring
AT&T Ohio	MAHONING	Youngstown
AT&T Ohio	MIAMI	Fletcher-Lena
AT&T Ohio	MIAMI	Piqua
AT&T Ohio	MONROE	Beallsville
AT&T Ohio	MONROE	Clarington
AT&T Ohio	MONROE	Duffy
AT&T Ohio	MONROE	Graysville
AT&T Ohio	MONROE	Lewisville
AT&T Ohio	MONROE	Woodsfield
AT&T Ohio	MONTGOMERY	Centerville [MOT]
AT&T Ohio	MONTGOMERY	Dayton
*		
AT&T Ohio	MONTGOMERY	Miamisburg-W.Carrollton
AT&T Ohio	MONTGOMERY	Vandalia
AT&T Ohio	MUSKINGUM	Dresden
AT&T Ohio	MUSKINGUM	Fultonham
AT&T Ohio	MUSKINGUM	Norwich
AT&T Ohio	MUSKINGUM	Philo
AT&T Ohio	MUSKINGUM	Zanesville
AT&T Ohio	PERRY	Corning
AT&T Ohio	PERRY	Glenford
AT&T Ohio	PERRY	New Lexington
AT&T Ohio	PERRY	Roseville

AT&T Ohio	PERRY	Shawnee
AT&T Ohio	PERRY	Somerset
AT&T Ohio	PERRY	Thornville
AT&T Ohio	PICKAWAY	New Holland
AT&T Ohio_	PORTAGE	Atwater
AT&T Ohio	PORTAGE	Kent
AT&T Ohio	PORTAGE	Mantua
AT&T Ohio	PORTAGE	Mogadore
AT&T Ohio	PORTAGE	Ravenna
AT&T Ohio	PORTAGE	Rootstown
AT&T Ohio	SANDUSKY	Fremont
AT&T Ohio	SANDUSKY	Lindsey
AT&T Ohio	SENECA	Fostoria
AT&T Ohio	SENECA	New Riegel
AT&T Ohio	SENECA	Tiffin
AT&T Ohio	STARK	Alliance
AT&T Ohio	STARK	Canal Fulton
AT&T Ohio	STARK	Canton
AT&T Ohio	STARK	Hartville
AT&T Ohio	STARK	Louisville
AT&T Ohio	STARK	Magnolia-Waynesburg
AT&T Ohio	STARK	Marlboro
AT&T Ohio	STARK	Massillon
T&T Ohio	STARK	Navarre
AT&T Ohio	STARK	North Canton
AT&T Ohio	STARK	Uniontown
AT&T Ohio	SUMMIT	Akron
AT&T Ohio	SUMMIT	Greensburg
AT&T Ohio	SUMMIT	Manchester [SUM]
AT&T Ohio	TRUMBULL	Girard
\T&T Ohio	TRUMBULL	Hubbard
T&T Ohio	TRUMBULL	Kirtland
AT&T Ohio	TRUMBULL	Niles
AT&T Ohio	TRUMBULL	Sharon
T&T Ohio	TUSCARAWAS	Gnadenhutten
AT&T Ohio	TUSCARAWAS	Newcomerstown
AT&T Ohio	TUSCARAWAS	Uhrichsville
AT&T Ohio	WARREN	Franklin
\T&T Ohio	WASHINGTON	Belpre
AT&T Ohio	WASHINGTON	Marietta
T&T Ohio	WASHINGTON	New Matamoras
T&T Ohio	WASHINGTON	Newport
AT&T Ohio	WAYNE	Dalton
AT&T Ohio	WOOD	Perrysburg
AT&T Ohio	WYANDOT	Upper Sandusky
(171711001	Oppor Caridasky

Company Name:	Wholesale Carrier Services, Inc.	Select Only Verizon North
dba:		
Certificate Number:		

Designate Proposed Market Area (PMA) by putting an "X" in appropriate boxes

ILEC	COUNTY	EXCHANGE :	Cal research PMAS Section
Verizon North	ADAMS	Manchester [ADA]	X
Verizon North	ADAMS	Peebles	x
Verizon North	ADAMS	Seaman	x
Verizon North	ADAMS	West Union	x
Verizon North	ALLEN	Spencerville	T _x
Verizon North	ASHLAND	Ashland	──────────────────────────────────────
Verizon North	ASHLAND	Hayesville	──────────────────────────────────────
Verizon North	ASHLAND	Loudonville	x
Verizon North	ASHLAND	Perrysville	x
Verizon North	ASHLAND	Polk	x
Verizon North	ASHLAND	Redhaw	x
Verizon North	ASHLAND	Savannah	$\neg \neg_{x}$
Verizon North	ATHENS	Albany	──Ţx
Verizon North	ATHENS	Amesville	T _X
Verizon North	ATHENS	Athens	───────────────────────────────
Verizon North	ATHENS	Guysville	x
Verizon North	ATHENS	New Marshfield	x
Verizon North	ATHENS	Shade	$\neg \neg_{x}$
Verizon North	ATHENS	The Plains	
Verizon North	AUGLAIZE	Minster	$\neg \neg_{x}$
Verizon North	AUGLAIZE	New Bremen	$\neg \mid_{X}$
Verizon North	AUGLAIZE	St. Marys	x
Verizon North	BELMONT	Flushing	X
Verizon North	BROWN	Decatur	X
Verizon North	BROWN	Georgetown	$\neg \mid_{X}$
Verizon North	BROWN	Hamersville	x
Verizon North	BROWN	Higginsport	X
Verizon North	BROWN	Mount Orab	— x
Verizon North	BROWN	Russellville	
Verizon North	BROWN	Sardinia	X
Verizon North	BUTLER	Morning Sun	X
Verizon North	BUTLER	Oxford	x
Verizon North	CARROLL	Carrollton	$\neg \mid_{X}$
Verizon North	CARROLL	Dellroy	x
Verizon North	CARROLL	Harlem Springs	x
Verizon North	CARROLL	Malvern	
Verizon North	CARROLL.	Mechanicstown	x
Verizon North	CHAMPAIGN	Mechanicsburg	x
Verizon North	CHAMPAIGN	Woodstock	X
Verizon North	CLARK	Catawba	X
Verizon North	CLERMONT	Felicity	x
Verizon North	CLINTON	Blanchester	x
Verizon North	CLINTON	Clarksville	x
Verizon North	CLINTON	Martinsville	X
Verizon North	CLINTON	New Burlington	X

Verizon North	CLINTON	New Vienna	x
Verizon North	CLINTON	Port William	x
Verizon North	CLINTON	Sabina	x
Verizon North	CLINTON	Wilmington	×
Verizon North	COLUMBIANA	East Rochester	x
Verizon North	COLUMBIANA	Hanoverton	x
Verizon North	COLUMBIANA	North Georgetown	x
Verizon North	COLUMBIANA	Winona	x
Verizon North	COSHOCTON	Cooperdale	x
Verizon North	COSHOCTON	Warsaw	x
Verizon North	CRAWFORD	Crestline	x
Verizon North	CRAWFORD	Galion	x
Verizon North	CRAWFORD	New Washington	×
Verizon North	DARKE	North Star	x
Verizon North	DARKE	Yorkshire	x
Verizon North	DEFIANCE	Hicksville	x
Verizon North	DEFIANCE	Ney	X
Verizon North	DELAWARE	Ashley	x
Verizon North	DELAWARE	Cheshire Center	$ \hat{\mathbf{x}}$
Verizon North	DELAWARE	Delaware	-
Verizon North	DELAWARE	Kilbourne	$ \hat{\mathbf{x}}$
Verizon North	DELAWARE	Ostrander	x
Verizon North	DELAWARE	Radnor	x
Verizon North	DELAWARE	Rathbone	$ \hat{\mathbf{x}}$
Verizon North	ERIE	Berlin Heights	-
Verizon North	ERIE	Huron	$-\hat{\mathbf{x}}$
Verizon North	ERIE	Kelleys Island	-
Verizon North	ERIE	Milan	$-\hat{\mathbf{x}}$
Verizon North	FAIRFIELD	Amanda	$-\hat{\mathbf{x}}$
Verizon North	FAIRFIELD	Baltimore	— ;̂
Verizon North	FAIRFIELD	Bremen	
Verizon North	FAIRFIELD	Millersport	
Verizon North	FAIRFIELD	Pleasantville	— ̂
Verizon North	FULTON	Fayette	—î
Verizon North	GUERNSEY	Byesville	─ î
Verizon North	GUERNSEY	Cambridge	— ̂
Verizon North	HANCOCK	Arlington	─ ^x
Verizon North	HANCOCK	Jenera	─ ̂
Verizon North	HANCOCK	McComb	─ x̂
Verizon North	HANCOCK	Mount Blanchard	- ∕x
Verizon North	HANCOCK	Rawson	- ^^
Verizon North	HANCOCK	Van Buren	<mark>x</mark>
Verizon North	HARDIN		
verizon North	HARRISON	Forest	x
	HARRISON	Bowerston	□,×
Verizon North		Cadiz	□,x
Verizon North	HARRISON	Freeport	X
Verizon North	HARRISON	Jewett	X
Verizon North	HARRISON	Scio	X
Verizon North	HIGHLAND	Greenfield	X
Verizon North	HIGHLAND	Leesburg	X
Verizon North	HIGHLAND	Lynchburg	x
Verizon North	HIGHLAND	Mowrystown	X

Verizon North	HIGHLAND	Sinking Spring	Пх
Verizon North	HOCKING	Laurelville	X
Verizon North	HOCKING	Logan	X
Verizon North	HOLMES	Berlin	\neg_{x}
Verizon North	HOLMES	Lakeville	X
Verizon North	HURON	Bellevue	\neg x
Verizon North	HURON	Greenwich	T _X
Verizon North	HURON	Monroeville	X
Verizon North	HURON	New London	\neg x
Verizon North	HURON	Norwalk	─ _X
Verizon North	HURON	Wakeman	X
Verizon North	HURON	Willard	\neg_{x}
Verizon North	JACKSON	Jackson	\neg_{x}
Verizon North	JACKSON	Oak Hill	x
Verizon North	JACKSON	Wellston	x
Verizon North	JEFFERSON	Adena	X
Verizon North	JEFFERSON	Amsterdam	X
Verizon North			$\vec{\mathbf{x}}$
Verizon North	JEFFERSON Brilliant		\dashv_{x}
Verizon North	JEFFERSON	Dillonvale-Mt. Pleasant	x
Verizon North	JEFFERSON	Knoxville	$\dashv_{\mathbf{x}}$
Verizon North	JEFFERSON	Richmond	$\dashv_{\mathbf{x}}$
Verizon North	JEFFERSON	Smithfield	$\dashv_{\mathbf{x}}$
Verizon North	JEFFERSON	Tiltonsville	⊢x
Verizon North	LAWRENCE	Chesapeake	$\dashv_{\mathbf{x}}$
Verizon North	LORAIN	Grafton	⊢î
Verizon North	LORAIN	North Eaton	-
Verizon North	LORAIN	Oberlin	$\dashv_{\mathbf{x}}$
Verizon North	LORAIN	Wellington	⊢î
Verizon North	LUCAS	Curtice-Oregon	$\exists_{\mathbf{x}}$
Verizon North	LUCAS	Sylvania	⊢,î
Verizon North	MADISON	Resaca	⊢î
Verizon North	MARION	Green Camp	⊢îx
Verizon North	MARION	Larue	⊢x̂
Verizon North	MARION	Marion	⊢îx
Verizon North	MARION	Morral	⊢l̂x
Verizon North	MARION	Prospect	⊢̂x
Verizon North	MARION	Waldo	⊢̂x
Verizon North	MEDINA	Brunswick	⊢̂x
Verizon North	MEDINA	Chatham	⊢̂x
Verizon North	MEDINA	Homerville	⊢̂x
Verizon North	MEDINA	Lodi	⊢̂x
Verizon North	MEDINA	Medina	⊢̂x
Verizon North	MEDINA	Seville	⊢î
Verizon North	MEDINA MEDINA	Sharon Center	⊢̂x
Verizon North	MEDINA		⊢¦̂x
venzon North	MEDINA	Spencer Volley City	
		Valley City	X
Verizon North	MEDINA	Wadsworth	X
Verizon North	MEDINA	Westfield Center	⊒X —X
Verizon North	MEIGS	Letart Falls	X
Verizon North	MEIGS	Pomeroy	∐X.
Verizon North	MEIGS	Portland	X

Verizon North	MERCER	Celina	х
Verizon North	MERCER	Coldwater	x
Verizon North	MERCER	Fort Recovery	X
Verizon North	MERCER	Maria Stein	x
Verizon North	MERCER	Mendon	x
Verizon North	MIAMI	Laura	x
Verizon North	МІАМІ	Tipp City	x
Verizon North	MIAMI	Troy	x
Verizon North	MIAMI	West Milton	x
Verizon North	MONTGOMERY	Brookville	x
Verizon North	MONTGOMERY	Englewood	X
Verizon North	MONTGOMERY	Farmersville	X
Verizon North	MONTGOMERY	Liberty	x
Verizon North	MONTGOMERY	New Lebanon	
Verizon North	MONTGOMERY	Phillipsburg	x
Verizon North	MONTGOMERY	Trotwood	х
Verizon North	MUSKINGUM	New Concord	X
Verizon North	NOBLE	Caldwell	x
Verizon North	NOBLE	Dexter City	x
Verizon North	NOBLE	Summerfield	x
Verizon North	OTTAWA	Elmore	x
Verizon North	OTTAWA	Genoa	x
Verizon North	OTTAWA	Marblehead	x
Verizon North	OTTAWA	Oak Harbor	X
Verizon North	OTTAWA	Port Clinton	x
Verizon North	OTTAWA	Put-In-Bay	×
Verizon North	PAULDING	Antwerp	x
Verizon North	PAULDING	Payne	x
Verizon North	PICKAWAY	Ashville	x
Verizon North	PICKAWAY	Circleville	x
Verizon North	PICKAWAY	Williamsport	x
Verizon North	PIKE	Beaver	Х
Verizon North	PIKE	Idaho	x
Verizon North	PIKE	Piketon	x
Verizon North	PIKE	Waverly	х
Verizon North	PORTAGE	Garrettsville	x
Verizon North	PREBLE	Gratis	x
Verizon North	PREBLE	Lewisburg	x
Verizon North	PREBLE	West Alexandria	x
Verizon North	RICHLAND	Plymouth	X
Verizon North	SANDUSKY	Clyde	x
Verizon North	SANDUSKY	Gibsonburg	X
Verizon North	SANDUSKY	Helena	X
Verizon North	SCIOTO	Portsmouth	x
Verizon North	SENECA	Attica	X
Verizon North	SENECA	Bettsville	$\hat{\mathbf{x}}$
Verizon North	SENECA	Bloomville	-
Verizon North	SENECA	Republic	$ \hat{\mathbf{x}}$
Verizon North	STARK	Beach City	—— ̂
Verizon North	STARK	Brewster	~
Verizon North	STARK	Minerva	$\hat{\mathbf{x}}$
Verizon North	STARK	Paris	— ̂

	TARK	Wilmot	
lorth S	UMMIT	Montrose [SUM]	
lorth T	USCARAWAS	Baltic	
lorth T	USCARAWAS	Bolivar	
lorth T	USCARAWAS	Mineral City	
lorth T	USCARAWAS	New Philadelphia	
lorth T	USCARAWAS	Strasburg	
lorth T	USCARAWAS	Sugarcreek	
lorth U	NION	Plain City	
lorth U	NION	Richwood	
lorth V	AN WERT	Convoy	
lorth V	AN WERT	Ohio City	_
lorth V	AN WERT	Scott	
	AN WERT	Willshire-Wren	
lorth V	INTON	McArthur	
orth V	INTON	Wilkesville	
orth V	/ASHINGTON	Barlow	
	/ASHINGTON	Beverly	
	/ASHINGTON	Lowell	
	ASHINGTON	Lower Salem	
orth W	/ASHINGTON	Watertown	
	/AYNE	Burbank	
	/AYNE	Congress	
	/AYNE	Creston	
	/AYNE	West Salem	
	/ILLIAMS	Bryan	
	/ILLIAMS	Edgerton	
	/ILLIAMS	Edon	_
	/ILLIAMS	Evansport	
	/ILLIAMS	Montpelier	
	/ILLIAMS	Pioneer	
	/ILLIAMS	West Unity	-
	OOD	Bowling Green	_
	OOD	Grand Rapids	
	OOD	Haskins-Tontogany	
	OOD	North Baltimore	
	OOD	Pemberville	
	OOD	Wayne-Bradner	
	OOD	Weston	
	YANDOT	Carey	
	YANDOT	Harpster	
	YANDOT	Nevada	
	YANDOT	Wharton	

EXHIBIT Y- Maps depicting the proposed serving and calling areas of the applicant.

See attached maps and Section 2 of applicant's proposed tariff.

TELEPHONE SERVICE REQUIREMENTS FORM

Pursuant to Case Nos. 95-845-TP-COI, 99-998-TP-COI, 99-563-TP-COI, and 04-1785-TP-ORD

The provider affirms that it is in compliance with Commission directives concerning the following checked items, and that this represents an up-to-date listing of applicable "generic" service requirements. The provider understands that this in no way supersedes the context of the applicable Commission orders described below. Unless otherwise specified, this language replaces the need for related language to be contained in the provider's tariff.

A. MANDATORY REQUIREMENTS FOR BASIC LOCAL EXCHANGE AND CTS PROVIDERS (unless otherwise noted):

[x] 1. SALES TAX (See also Case No. 87-1010-TP-UNC)

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

[x] 2. MTSS TARIFF REQUIREMENTS

- [x] The provider attests that its tariffs include:
 - o provider-specific language addressing the deposit method (as cited in 4901:1-5-13) adopted by the company and approved by the Commission;
 - Toll Caps (choose one):
 - □ language addressing the provider-specific parameters of toll caps approved by the Commission, OR
 - [x] not applicable since the provider has not chosen to incorporate toll caps.
 - language regarding establishment of service, including requirements to establish creditworthiness, as cited in 4901:1-5-13;

Provider's Name: Wholesale Carrier Services, Inc.

- o language regarding residential service guarantors, as cited in 4901:1-5-14;
- o language regarding subscriber bills, as cited in 4901:1-5-15;
- o language regarding subscriber billing adjustments for local exchange service, as cited in 4901:1-5-16; and,
- o language regarding denial or disconnection of local and/or toll service, including the requirements for the reconnection of local and/or toll service, as cited in 4901:1-5-17.

Check the boxes below to attest that the provider shall adhere to the following criteria when the provider implements cancellation of service policies and/or requests an advance payment:

x Cancellation of Service:

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

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

x Advance Payment:

Advance Payment means a payment that may be required by the company as a means of being compensated for extraordinary expenses, including, but not limited to, special construction costs associated with a particular service installation.

[x] 3. SURCHARGES

The company shall not assess separately any taxes, fees or surcharges, other than government-approved sales taxes imposed directly on the end users, without seeking Commission approval under the appropriate procedures required by the Commission. Generally, the Commission will not grant the inclusion of gross receipts tax as a separate item on the bill unless special circumstances so warrant and the Commission specifically approves same. The company shall not place a separate line item on a customer's bill without sending notice to all customers informing them of the new line item charges in accordance with Commission-adopted notice procedures.

The customer is responsible for the payment of all state, local and E9-1-1 taxes, surcharges, utility fees, or other similar fees for which the end user is directly responsible and that may be levied by a governing body or bodies in conjunction with or as a result of a service furnished under a tariff on file with the Public Utilities Commission of Ohio. These charges may appear as separate line items on the customer's bill, as opposed to being included in the rates contained in a tariff. Any such line item charges will be reflected in the company's tariff.

[x] 4. 1+ INTRALATA PRESUBSCRIPTION - Basic Local Exchange Providers Only (See Also Case No. 95-845-TP-COI, Guideline X.)

a. General

IntraLATA Presubscription is a procedure whereby a subscriber designates to the Telephone Company the carrier which the subscriber wishes to be the carrier of choice for intraLATA toll calls. Such calls are automatically directed to the designated carrier, without the need to use carrier access codes or additional dialing to direct the call to the designated carrier. IntraLATA presubscription does not prevent a subscriber who has presubscribed to an intraLATA toll carrier from using carrier access codes or additional dialing to direct calls to an alternative intraLATA toll carrier on a per call basis.

IntraLATA Presubscription will become effective upon the initial offering of certified local exchange service.

b. IntraLATA Presubscription Options

Provider's Name: Wholesale Carrier Services, Inc.

Option A: Subscriber may select the Telephone Company as the presubscribed carrier for intraLATA toll calls subject to presubscription.

Option B: Subscriber may select her/his interLATA toll carrier as the presubscribed carrier for intraLATA toll calls subject to presubscription.

Option C: Subscriber may select a carrier other than the Telephone Company or the subscriber's interLATA toll carrier as the presubscribed carrier for intraLATA toll calls subject to presubscription.

Option D; Subscriber may select no presubscribed carrier for intraLATA toll calls subject to presubscription which will require the subscriber to dial a carrier access code to route all intraLATA toll calls to the carrier of choice for each call.

c. Rules and Regulations

Subscribers of record will retain their current dialing arrangements until they request that their dialing arrangements be changed.

Subscribers of record or new subscribers may select either Options A, B, C, or D for intraLATA Presubscription.

Subscribers may change their selected Option and/or their presubscribed intraLATA toll carrier at any time subject to charges specified in Paragraph E, below.

d. IntraLATA Presubscription Procedures

New subscribers will be asked to select an intraLATA toll carrier(s) at the time the subscriber places an order to establish local exchange service with the Telephone Company. The Telephone Company will process the subscriber's order for intraLATA service. The selected carrier(s) will confirm their respective subscribers' verbal selection by third-party verification or return written confirmation notices. All new subscribers' initial requests for intraLATA toll service presubscripion shall be provided free of charge.

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If a new subscriber is unable to make a selection at the time the new subscriber places an order to establish local exchange service, the Telephone Company will read a random listing of all available intraLATA carriers to aid the subscriber in selection. If selection is still not possible, the Telephone Company will inform the subscriber that he/she will be given 90 calendar days in which to inform the Telephone Company of an intraLATA toll carrier presubscription selection free of charge. Until the subscriber informs the Telephone Company of his/her choice for intraLATA toll carrier, the subscriber will not have a presubscribed intraLATA toll carrier, but rather will be required to dial a carrier access code to route all intraLATA toll calls to the carrier(s) of choice. Subscribers who inform the Telephone Company of a choice for intraLATA toll presubscription within the 90-day period will not be assessed a service charge for the initial subscriber request.

Subscribers of record may initiate an intraLATA presubscription change at any time subject to the charges specified in e.ii. below. If a customer of record inquires of the Telephone Company of the carriers available for intraLATA toll presubscription, the Telephone Company will read a random listing of all available intraLATA carriers to aid the subscriber in selection.

e. IntraLATA Presubscription Charges

i. Application of Charges

After a subscriber's initial selection for a presubscribed intraLATA toll carrier and as detailed in Paragraph D above, for any change thereafter, an IntraLATA Presubscription Change Charge will apply. The IntraLATA Presubscription Change Charge shall be applied as follows:

- a. The charge shall be no greater than those set forth in Paragraph (e)(ii), unless modified by a company-specific Commission-approved tariff.
- b. If a Subscriber changes both the InterLATA and IntraLATA Presubscribed Interexchange Carrier at the same time, 50% of the otherwise applicable IntraLATA Presubscription Change Charge will apply.
- ii. Nonrecurring Charges IntraLATA Presubscription Change Charge

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Per business or residence line, trunk, or port:

-- Manual Process \$5.50

-- Electronic Process \$1.25

- B. <u>REQUIREMENTS FOR PROVISION OF CERTAIN SERVICES, OR WHERE</u> CERTAIN CONDITIONS OF SERVICE ARE <u>UTILIZED</u> (check all applicable):
- x 1. DISCOUNTS FOR PERSONS WITH COMMUNICATION DISABILITIES AND THE TELECOMMUNICATION RELAY SERVICE

Applicable to all telephone companies offering message toll service (MTS) (See also Case Nos. 87-206-TP-COI and 91-113-TP-COI):

- a. For purposes of these requirements, the definition of disabled refers to those persons with communication disabilities, including those hearing-disabled, deaf, deaf/blind, and speech-disabled persons who have a disability that prevents them from communicating over the telephone without the aid of a telecommunications device for the communicatively disabled.
- b. Residential disabled customers or disabled members of a customer's household, upon written application and upon certification of their disabled status, which is evidenced by either a certificate from a physician, health care official, state agency, or a diploma from an accredited educational institution for the disabled, are eligible to receive a discount off their MTS rates, and, if they utilize telebraille devices, they are eligible to receive free access to local and intrastate long distance directory assistance. Additionally, TDD lines maintained by non-profit organizations and governmental agencies, upon written application and verification that such lines are maintained for the benefit of the disabled, are eligible to receive a discount off their MTS rates.
- c. Upon receipt of the appropriate application, and certification or verification of a person with a communication disability, one of the following discounts shall be made available for the benefit of the disabled person:

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- i. Off the basic MTS, current, price list day rates: a 40 percent discount off the intrastate, interexchange, customer-dialed, station-to-station calls occurring between 8:00 a.m. and 4:59 p.m. Monday through Friday; a 60 percent discount off the intrastate, interexchange, customer-dialed, station-to-station calls occurring between 5:00 p.m. and 10:59 p.m. Sunday through Friday, and New Year's Day, Independence Day, Labor Day, Thanksgiving, and Christmas; and a 70 percent discount off the intrastate, interexchange, customer-dialed, station-to-station calls occurring between 11:00 p.m. and 7:59 a.m. any day, 8:00 a.m. and 4:59 p.m. Sunday, and all day Saturday; or
- ii. Off the basic MTS, current, price list day rates: no less than a straight 70 percent discount shall be made available on a 24 hour a day basis; or
- iii.For MTS which is offered similar to the mileage-banded rate structure established in the Commission's April 9, 1985 Opinion and Order in Case No. 84-944-TP-COI, with the traditional day, evening, and night/weekend discounts: the "evening" discount intrastate, interexchange, customer-dialed, station-tostation calls placed during the "day" period Monday through Friday; and the "night/ weekend" discount off the intrastate, interexchange, customer-dialed, station-to-station during the "evening" period Sunday through calls placed Friday, and on New Year's Day, Independence Day, Labor Day, Thanksgiving, and Christmas. Furthermore, the "night/ weekend" discount plus an additional discount equivalent to no less than ten percent of the company's current, price list, "day" rates for basic MTS shall be made available for intrastate, interexchange, customer-dialed, station-to-station calls placed during the "night/weekend" period any day, the "day" period Sunday, and all day Saturday.
- d. All MTS calls placed through the telecommunication relay service (TRS) are eligible to receive a discount off the MTS rates. The rate discounts are the same as those set forth in paragraph 1.c. preceding. The discount shall not apply to sponsor charges associated with calls placed to pay-per-call services, such as 900, 976, or 900-like calls.

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x 2. EMERGENCY SERVICES CALLING PLAN

Applicable to all CLECs and CTSs offering MTS (See also Case Nos. 85-1466-TP-COI and 89-54-TP-COI):

Message toll telephone calls to governmental emergency service agencies, as set forth in (a) following, having primary or principal responsibility with respect to the provision of emergency services to persons and property in the area from which the call is made, meeting the definition and criteria of an emergency call as set forth in (b) following, are offered at no charge to customers:

- a. Governmental fire fighting, Ohio State Highway Patrol, police, and emergency squad service (as designated by the appropriate governmental agency) qualify as governmental emergency service agencies provided they answer emergency service calls on a personally attended (live) 24-hour basis, 365 days a year, including holidays.
- b. An emergency is an occurrence or set of circumstances in which conditions pose immediate threat to human life, property, or both, and necessitate that prompt action be taken. An emergency call is an originated call of short duration to a governmental emergency service agency in order to seek assistance for such an emergency.

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□ 3. ALTERNATIVE OPERATOR SERVICES

By checking this box, the provider attests that it will provide alternative operator services (AOS) as defined in Rule 4901:1-6-01(A) of the Ohio Administrative Code (O.A.C.) in compliance with all of the AOS service parameters set forth in Rule 4901:1-6-23, O.A.C.

x 4. LIMITATION OF LIABILITY

The following is applicable to all telephone companies that choose to include in their tariffs language which may limit their liability (See also Case No. 85-1406-AU-COI):

Approval of limitation of liability language by the PUCO does not constitute a determination by the Commission that the limitation of liability imposed by the company should be upheld in a court of law. Approval by the Commission merely recognizes that since it is a courts responsibility to adjudicate negligence and consequent damage claims, it is also the court's responsibility to determine the validity of the exculpatory clause.

x 5. TERMINATION LIABILITY

The following is applicable to all telephone companies who choose to include in their tariffs language which imposes early termination liability on a customer for termination of service prior to the designated term of service:

Inclusion of early termination liability by the company in its tariff or a contract does not constitute a determination by the Commission that the termination liability imposed by the company is approved or sanctioned by the Commission. Customers shall be free to pursue whatever legal remedies they may have should a dispute arise.

x 6. SERVICE CONNECTION ASSISTANCE (SCA)

The following is applicable to all LECs that offer local service to residential customers:

SCA is targeted to help defray the one-time, up-front costs

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of connecting to the local exchange network for qualified customers. It provides a waiver of the deposit requirement, full or partial waiver of the service connection charges.

x 7. LOCAL NUMBER PORTABILITY and NUMBER POOLING

See Case No. 95-845-TP-COI Guideline XIV, FCC Dockets 95-116 and 99-200. NOTE: LNP and number pooling are required of all facilities-based LECs, regardless of size, and CMRS where currently rolled-out by the FCC or as a result of a bona fide request unless granted an extension, exemption, or waiver by the Commission or the FCC.

x 8. TARIFFING AND DISCONNECTION PROCEDURES FOR SERVICE PACKAGES OR BUNDLES

Applicable to all LECs packaging or bundling regulated local services with toll service and/or unregulated services. See Rule 4901:1-6-21(C), Ohio Administrative Code.

X Option 1

Tariffing

Under option 1, LECs that package or bundle regulated local services with toll and/or unregulated services shall tariff only the regulated components of a package or bundle of services either as a package at a separate, single rate for the regulated components or individually at individual tariffed rates. The unregulated services and any rate(s) associated with the unregulated service components of any package or bundle of services shall not be tariffed.

Disconnection Procedures

Under option 1, if a customer fails to submit timely payment sufficient to cover the amount of the regulated charges, the LEC may discontinue the provision of the regulated services in compliance with Rule 4901:1-5-17, Ohio Administrative Code.

Staff Notice

Under option 1, LECs shall keep the Director of the Consumer Services Division and the Chief of Telecommunications of the Utilities Department informed and up-to-date on all current offers to consumers that bundle regulated local services with unregulated

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services at a single packaged rate, different from the rate shown in the tariff for the regulated components of the package. The notice to staff shall identify the regulated and unregulated services included and the packaged rate (the combined tariffed and untariffed rate).

□ Option 2

Tariffing

Under option 2, LECs shall tariff the entire package or bundle of services including both regulated local services and toll and/or unregulated services for a single combined packaged rate (including any amount attributable to the unregulated components). The LEC shall clearly identify the services within the package and denote which services are unregulated.

Disconnection Procedures

Under option 2, if a customer fails to submit timely payment sufficient to cover the entire amount of the regulated and unregulated bundled packaged rate, the LEC may discontinue the provision of any regulated and unregulated services, other than basic local exchange service, if payment is sufficient to cover the rate for basic local exchange service. For purposes of this rule, the rate for basic local exchange service shall be the tariffed rate for stand-alone basic local exchange service. In the event a CLEC does not offer basic local exchange service on a stand-alone basis, the CLEC shall identify an amount in the tariff for the basic local exchange service component of the package. In no event shall this amount exceed the packaged rate. Further, if the customer loses services included in the package due to non-payment or partial payment pursuant to this rule, the customer shall be entitled to add, change, or discontinue any regulated services provided according to the LEC's normal procedures for adding, changing or discontinuing such services.

Disconnection Notice

Under option 2, the LEC shall, in its notice of disconnection for non-payment, state the total amount due to avoid discontinuance of the package, as well as the total amount due to avoid discontinuance of the basic local exchange service component of the package.

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☐ 9. INMATE OPERATOR SERVICES

By checking this box, the provider attests that it will provide inmate operator services (IOS) as defined in Rule 4901:1-6-01(A) of the Ohio Administrative Code (O.A.C.) in compliance with all of the IOS service parameters set forth in Rule 4901:1-6-23, O.A.C.

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