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Nextlink Wireless

13865 Sunrise Valley Drive
Herndon, Virginia 20171

tel 703 547 2255
toll free 800 549 1140
fax 703 547 2292

nextlink.com

VIA OVERNIGHT

June 20, 2008

08-761-TP-ATA

Public Utilities Commission of Ohio
Attention: Docketing Division
180 East Broad Street
Columbus, Ohio 43215-3793

Re: Nextlink Wireless, Inc, P.U.C.O. Tariff No. 2
Docket No. -TP-

To Whom It May Concern:


Pursuant to Case No. 06-1345-TP-ORD, please find enclosed original and three (3) copies of Nextlink Wireless, Inc. ("Nextlink") P.U.C.O. Tariff No. 2 which replaces Nextlink P.U.C.O. Tariff No. 1. Nextlink does not have any customers in the state of Ohio therefore no customer notice sent and no affidavit included with this filing. The following Tier 2 services were not included on Tariff No. 2:

**Broadband Service
DS1 Service**

These revisions are being filed with an issued date of June 23, 2008 and an effective date of June 24, 2008.

Also, enclosed is an additional copy of this letter and a self-addressed stamped envelope. Please date stamp this copy and return in the enclosed envelope. If you have any questions, please contact me at 703-547-2635 or daniel.ostroff@xo.com.

Sincerely,



Daniel G. Ostroff
Senior Regulatory Analyst

Enclosures

This is to certify that the images appearing are an accurate and complete reproduction of a case file document delivered in the regular course of business
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The Public Utilities Commission of Ohio
TELECOMMUNICATIONS APPLICATION FORM for
DETARIFFING AND RELATED ACTIONS

Per the Commission's 09/19/07 "Implementation Order" in Case No. 06-1345-TP-ORD
(Effective: 10/01/2007 through 04/01/2008)

In the Matter of the Application of _____)
)
 to Detariff Certain Tier 2 Services and make other changes)
 related to the Implementation of Case No. 06-1345-TP-ORD)

TRF Docket No. 90-9325
 Case No. 08-761-TP-ATA

NOTE: Unless you have reserved a Case No. leave the "Case No." fields BLANK.

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Name of Registrant(s) Nextlink Wireless, Inc.

DBA(s) of Registrant(s) _____

Address of Registrant(s) 13865 Sunrise Valley Dr., Herndon, VA 20171

Company Web Address www.nextlink.com

Regulatory Contact Person(s) Kelly Faul

Phone 703-547-2536

Fax 703-547-2630

Regulatory Contact Person's Email Address 13865 Sunrise Valley Dr., Herndon, VA 20171

Contact Person for Annual Report Sharon Adams

Phone 703-547-2615

Address (if different from above) _____

Consumer Contact Information Teresa Miller

Phone 877-912-4829

Address (if different from above) 9201 N. Central Expressway, Bldg B., 3rd Floor

Part I – Tariffs

Please indicate the Carrier Type and the reason for submitting this form by checking the boxes below.

NOTE: All cases are ATA process cases, tariffs are effective the day they are filed, and remain in effect unless the Commission acts to suspend.

Carrier Type	<input type="checkbox"/> ILEC	<input checked="" type="checkbox"/> CLEC	<input type="checkbox"/> CTS
Business Tier 2 Services	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Residential & Business Toll Services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other Changes required by Rule (Describe in detail in Exhibit C)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Part II – Exhibits

Note that the following exhibits are required for all filings using this form.

Included	Identified As:	Description of Required Exhibit:
<input checked="" type="checkbox"/>	Exhibit A	The existing affected tariff pages.
<input checked="" type="checkbox"/>	Exhibit B	The proposed revised tariff pages.
<input checked="" type="checkbox"/>	Exhibit C	Matrix or narrative summarizing all changes proposed in the application, and/or other information intended to assist Staff in the review of the Application.
<input checked="" type="checkbox"/>	Exhibit D	Explanation of how the Applicant intends to comply with Rule 4901:1-6-05(G)(3) regarding disclosure of rates, terms, and conditions for detariffed services, including: <ul style="list-style-type: none"> citation to the appropriate Web Page if any, in accordance with rule 4901:1-6-05(G)(4), and/or copy of other materials and publications to be used to comply with 4901:1-6-05(G)(3).
<input type="checkbox"/>	Exhibit E	One-time customer notice of detariffing and related changes consistent with rule 4901:1-06-16(B) , including where customers may find the information regarding such services as required by rule 4901:1-6-05(G)(3).
<input type="checkbox"/>	Exhibit F	Affidavit that the Customer Notice described in Exhibit C has been sent to Customers.

Part III. – Attestation

Registrant hereby attests to its compliance with pertinent entries and orders issued by the Commission.

AFFIDAVIT

Compliance with Commission Rules and Service Standards

I am an officer/agent of the applicant corporation, Nextlink Wireless, Inc., and am authorized to make this statement on its behalf.
(Name)

I attest that these tariffs comply with all applicable rules, including the Minimum Telephone Service Standards (MTSS) Pursuant to Chapter 4901:1-5 OAC for the state of Ohio. I understand that tariff notification filings do not imply Commission approval and that the Commission's rules, including the Minimum Telephone Service Standards, as modified and clarified from time to time, supersede any contradictory provisions in our tariff. We will fully comply with the rules of the state of Ohio and understand that noncompliance can result in various penalties, including the suspension of our certificate to operate within the state of Ohio.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on (Date) June 20, 2008

at (Location) Fairfax County, VA

*(Signature and Title) Kelly Faul, Regulatory
Affairs Director

(Date) June 20, 2008

- This affidavit is required for every tariff-affecting filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.

VERIFICATION

I, Kelly Faul

verify that I have utilized the Telecommunications Application Form for Detariffing and Related Actions provided by the Commission and that all of the information submitted here, and all additional information submitted in connection with this case, is true and correct to the best of my knowledge.

*(Signature and Title) Kelly Faul, Regulatory Affairs Director

(Date) June 20, 2008

*Verification is required for every filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.

Send your completed Application Form, including all required attachments as well as the required number of copies, to:

**Public Utilities Commission of Ohio
Attention: Docketing Division
180 East Broad Street, Columbus, OH 43215-3793**

Or

Make such filing electronically as directed in Case No 06-900-AU-WVR

EXHIBIT A
Existing Tariff Pages

COMPETITIVE TELECOMMUNICATIONS SERVICES

TITLE PAGE

COMPETITIVE TELECOMMUNICATIONS SERVICES TARIFF

OF

Nextlink Wireless, Inc.

Certificate No. 90-9325

**REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES
APPLYING TO COMPETITIVE TELECOMMUNICATIONS SERVICES
WITHIN THE STATE OF OHIO**

David LaFrance, Regulatory & External Affairs
11111 Sunset Hills Road, Reston, VA 20190
Case No. 06-

Issued: June 23, 2006

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COMPETITIVE TELECOMMUNICATIONS SERVICES

CHECK SHEET

Pages of this tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

PAGE	REVISION		PAGE	REVISION	
1	Original	*	26	Original	*
2	Original	*	27	Original	*
3	Original	*	28	Original	*
4	Original	*	29	Original	*
5	Original	*	30	Original	*
6	Original	*	31	Original	*
7	Original	*	32	Original	*
8	Original	*	33	Original	*
9	Original	*	34	Original	*
10	Original	*	35	Original	*
11	Original	*	36	Original	*
12	Original	*	37	Original	*
13	Original	*	38	Original	*
14	Original	*	39	Original	*
15	Original	*	40	Original	*
16	Original	*	41	Original	*
17	Original	*	42	Original	*
18	Original	*	43	Original	*
19	Original	*	44	Original	*
20	Original	*	45	Original	*
21	Original	*	46	Original	*
22	Original	*			
23	Original	*			
24	Original	*			
25	Original	*			

* - indicates those pages included with this filing

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COMPETITIVE TELECOMMUNICATIONS SERVICES

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EXPLANATION OF SYMBOLS

The following symbols shall be used in this tariff for the purpose indicated below:

- (C) - To signify changed regulation.
- (D) - To signify discontinued rate or regulation.
- (I) - To signify increased rate.
- (M) - To signify a move in the location of text.
- (N) - To signify new rate or regulation.
- (R) - To signify reduced rate.
- (S) - To signify reissued matter.
- (T) - To signify a change in text but no change in rate or regulation.

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COMPETITIVE TELECOMMUNICATIONS SERVICES

APPLICATION OF TARIFF

This tariff contains the regulations and rates applicable to the furnishing of intrastate competitive telecommunications services by Nextlink Wireless, Inc. to Customers of the State of Ohio.

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COMPETITIVE TELECOMMUNICATIONS SERVICES

SECTION 1 – DEFINITIONS

Advance Payment - Part or all of a payment required before the start of service.

Authorized User - A person, firm or corporation which is authorized by the Customer or joint user to be connected to the service of the Customer or joint user.

Broadband Service Access - Locations from which the Company provides broadband transmission.

Circuit - A dedicated telecommunications facility provided by the Company to connect two Points of Interconnection as specified by the Customer in a Service Order. Circuits come in different types depending on the speed and data rates provisioned over the physical facilities of the Circuit (i.e., DS1, DS3, OCx, 5 Mbps, 10 Mbps). A Circuit may traverse more than one Link.

Company - Nextlink Wireless, Inc., the issuer of this tariff, which is a Delaware corporation, or any of its affiliates which concur in this tariff.

Customer - The person, firm or corporation which orders service and is responsible for the payment of charges and compliance with the Company's regulations.

Hub - A location used to aggregate multiple services and to interconnect traffic. Transport of information from a Hub to Remotes and vice versa occurs via Links. Transport is provided on a point to point or point to multipoint basis.

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

IntraLATA Service - Service which originates and terminates within the same Local Access Transport Area (LATA).

InterLATA Service - Service which originates within one Local Access Transport Area (LATA) and terminates in a different LATA.

Link - A direct connection between two physical locations.

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COMPETITIVE TELECOMMUNICATIONS SERVICES

SECTION 1 – DEFINITIONS, (CONT'D.)

Non-Recurring Charges - 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.

Point of Interconnection – The point at which the Company's responsibility to provide equipment and service ends and the Customer's responsibility for the information begins, as specified in a Service Order.

Recurring Charges - The monthly charges to the Customer for services, facilities and equipment which continue for the agreed upon duration of the service.

Remote - An end point location which may serve as the termination point for various Circuit types. Transport of information from a Remote to a Hub and vice versa occurs via one or more Links. Transport is provided on a point to point or point to multipoint basis. If a site is used as an intermediate location in a chain of point to point services, both ends are defined as a Remote.

Service Order - The written request for communications services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff.

Site – A location from which transmission and reception equipment produces Links within a specific geographical area. A site may be Hub, Remote or Point of Interconnection.

Station - Denotes the network control signaling unit and any other equipment provided at the Customer's premises which enables a customer to establish communications connections and to effect communications through such connections.

United States - The 48 contiguous states and the District of Columbia, Hawaii, Alaska, Puerto Rico, the US Virgin Islands, as well as the off-shore areas outside the boundaries of the coastal states of the 48 contiguous states to the extent that such areas appertain to and are subject to the jurisdiction and control of the United States.

User or End User - Any person or entity that obtains the Company's services provided under this tariff, regardless of whether such person or entity is so authorized by the Customer.

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COMPETITIVE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

2.1.1 General

The Company's services and facilities are furnished for intrastate communications originating at specified points within the State of Ohio under the terms of this tariff. Intrastate service is offered in conjunction with interstate service.

The Company provides service in accordance with the terms and conditions set forth under this tariff.

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

Failure by the Company to assert its rights pursuant to one provision of this Tariff does not preclude the Company from asserting its rights under other provisions.

2.1.2 Shortage of Equipment or Facilities

- A.** The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- B.** The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

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COMPETITIVE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**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 thirty (30) days notice. Unless otherwise specified herein, for the purpose of computing charges in this tariff, a month is considered to have thirty (30) days. All calculations of dates set forth in this tariff shall be based on calendar days, unless otherwise specified herein.
- B.** Customers may be required to enter into written Service Orders which shall contain or reference the name of the Customer, a specific description of the service ordered, the rate to be charged, the duration of the services, and the terms and conditions in this tariff.
- C.** This tariff shall be interpreted and governed by the laws of the State of Ohio without regard to the State's choice of laws provisions.
- D.** Another telephone company must not interfere with the right of any person or entity to obtain service directly from the Company.
- E.** The Customer has no property right to the telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the right to change such numbers, or the central 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.
- F.** 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 this section.
- G.** 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.

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COMPETITIVE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.1 Undertaking of the Company, (Cont'd.)****2.1.4 Liability of the Company**

Because the Customer has exclusive control of its communications over the services furnished by the Company, and because interruptions and errors incident to these services are unavoidable, the services the Company furnishes are subject to the terms, conditions, and limitations specified in this tariff and to such particular terms, conditions, and limitations as set forth in the special regulations applicable to the particular services and facilities furnished under this tariff.

- A.** The liability of the Company for damages arising out of the furnishing of these services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts of commission or omission, shall be limited to the extension of allowances for interruption. The extension of such allowances for interruption shall be the sole remedy of the Customer, authorized user, or joint user and the sole liability of the Company.
- B.** The Company shall not be liable or responsible for any special, consequential, indirect, exemplary, lost profits, or punitive damages, whether or not caused by the intentional acts or omissions or negligence of the Company's employees, agents or contractors.
- C.** The Company shall not be liable for any failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood 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 any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.

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COMPETITIVE TELECOMMUNICATIONS SERVICES

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

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

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

- D.** The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for or with the services the Company offers.
- 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.** The Company shall not be liable for the claims of vendors supplying equipment to Customers of the Company which may be installed at premises of the Company nor shall the Company be liable for the performance of said vendor or vendor's equipment.
- G.** The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided.

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DC01/BARKK/247872.1

COMPETITIVE TELECOMMUNICATIONS SERVICES

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

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

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

- H.** The Company is not liable for any defacement of or damage to the premises of a Customer (or authorized or joint user) resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, when such defacement or damage is not the result of negligence or willful misconduct on the part of the agents or employees of the Company.
- I.** The Company shall not be liable for any damages resulting from delays in meeting any service dates due to delays resulting from normal construction procedures. such delays shall include, but not be limited to, delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of-way approvals and delays in actual construction work.
- J.** The Company shall not be liable for any damages whatsoever to property resulting from the installation, maintenance, repair or removal of equipment and associated wiring unless the damage is caused by the Company's willful misconduct or negligence.
- K.** The Company shall not be liable for any damages whatsoever associated with service, facilities, or equipment which the Company does not furnish or for any act or omission of Customer or any other entity furnishing services, facilities or equipment used for or in conjunction with any Service.

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COMPETITIVE TELECOMMUNICATIONS SERVICES

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

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

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

- L.** The Company shall not incur any liability, direct or indirect, to any person who dials or attempts to dial the digits "9-1-1" or to any other person who may be affected by the dialing of the digits "9-1-1". The Company shall have no liability whatsoever, direct or indirect, for any failure, whether or not caused by or foreseeable to the Company, of 911 Service or Enhanced 911 Service. The Customer also agrees to release, indemnify, defend and hold harmless the Company from any loss, harm, cost, damage, infringement or invasion of the right of privacy or confidentiality of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, maintenance, removal, presence, condition, occasion or use of 911 Service or Enhanced 911 Service features and equipment associated therewith or by any services furnished by the Company in connection therewith, including, but not limited to, the identification of the telephone number, address, or name associated with the telephone used by the party or parties accessing 911 Service or Enhanced 911 Service hereunder and which arise out of the negligence or other wrongful act of the Company, the Customer, its user, agencies or municipalities, or the employees or agents of any one of them.
- M.** THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

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COMPETITIVE TELECOMMUNICATIONS SERVICES

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

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 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 Customer's services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notifications requirements. With some emergency or unplanned service-affecting conditions, such as outage resulting from cable damage, notification to the Customer may not be possible.

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COMPETITIVE TELECOMMUNICATIONS SERVICES

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

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

2.1.6 Provision of Equipment and Facilities

- A.** Where construction is required, the Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- B.** The Company shall use reasonable efforts to maintain facilities 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 installed by the Company, except upon the written consent of the Company.
- C.** Equipment installed at the Customer Premises for use in connections with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.
- D.** 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 tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Beyond this responsibility, 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; or
 - 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.

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

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

2.1.7 Non-routine Installation/Maintenance

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous 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.

- A. Customer will pay Non-routine Installation/Maintenance charges referenced above for technicians' time reasonable required, even during regular business hours, when Customer reports a suspected failure and the Company dispatches personnel and the trouble was not caused by the Company's facilities or equipment. Charges will include all technicians dispatched, including technicians dispatched to other locations for purposes of testing.
- B. If Customer issues a trouble report allowing the Company access to the end user's premises and Company personnel are dispatched but denied access to the premises, then Customer will pay the Non-routine Installation/Maintenance charges referenced above.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.1 Undertaking of the Company, (Cont'd.)****2.1.8 Special Construction**

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

- A.** where Company facilities are not presently available, and Company agrees to construct those facilities;
- B.** of a type other than that which the Company would normally utilize in the furnishing of its services;
- C.** over a transmission link other than that which the Company would normally utilize in the furnishing of its services;
- D.** in a quantity greater than that which the Company would normally construct;
- E.** on an expedited basis;
- F.** on a temporary basis until permanent facilities are available;
- G.** involving abnormal costs; or
- H.** in advance of its normal construction.

Special Construction may be assessed for point to point or point to multipoint transmission and reception facilities. Such facilities may include, but are not limited to, transmission equipment, reception devices, circuit equipment, and professional engineering services for design, construction and installation of hub and/or remote terminal equipment including appurtenant electronics and transmission cable. Special construction charges will be determined on a case by case basis.

2.1.9 Ownership of Facilities

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

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

2.2 Prohibited Uses

- 2.2.1** The service the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.2** The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

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

2.3 Obligations of the Customer

2.3.1 Customer Responsibilities

The Customer shall be responsible for:

- A.** the payment of all applicable charges pursuant to this tariff;
- 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's premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be surrogated to 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 premises of the Customer, 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 including private or public easements, licenses, roof rights and conduit necessary for the installation and ongoing maintenance of transmission and reception equipment including, but not limited to, roof top devices, inside wiring and associated indoor equipment used to provide services to the Customer from the Company's designated point of termination or property line to the location of the equipment space described in 2.3.1 (c). Any costs associated with the obtaining and maintaining of the rights-of-way described herein, including the costs of altering the structure to permit installation of Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer;

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

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

2.3.1 Customer Responsibilities, (cont'd.)

- E.** providing a safe place to work and complying with all federal and state laws and regulations regarding the working conditions on any premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's 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 or on any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1 (d) above; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer 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;
- G.** not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities; and
- H.** making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.

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

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, including reasonable attorneys' fees 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; or
- 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 name not contemplated by the agreement between the Customer and the Company.

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

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

2.3.3 Jurisdictional Nature of Traffic

- A.** Customer agrees, represents and warrants that all traffic being delivered by Customer to Company for local termination, and all traffic that Company delivers to Customer that has originated in the same local calling area in which Customer's NXX is assigned and/or in which such traffic is terminated to Customer, is local traffic or is legally entitled to be treated as local traffic under all applicable federal, state and local laws, administrative and regulatory requirements and any other authorities having jurisdiction.
- B.** Customer further agrees to indemnify, defend and hold harmless Company and its parent company, affiliates, employees, directors, officers, and agents from and against all claims, demands, actions, causes of actions, damages, liabilities, losses, and expenses (including reasonable attorney's fees) incurred in connection with: Customer's breach or failure of any representation or warranty; Customer's traffic being processed through the Company switch/node; or the effect of any regulatory or legal modifications/change of law.
- C.** If Customer defaults in fulfilling any material obligation of the Service Order Agreement, any Amendments or this Tariff, Company shall have the right to terminate the Agreement and the Customer shall pay Company, in addition to any other amounts then owing under the Agreement, a cancellation charge equal to the monthly recurring charge times the number of months remaining in the contract. These charges are intended to establish liquidated damages in the event of early termination and are not intended as a penalty.

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

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

2.4 Customer Equipment and Channels, (Cont'd.)

2.4.3 Interconnection of Facilities

- A. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing local exchange service and the channels, facilities, or equipment of others may be provided at the Customer's expense.
- B. Local Service 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.
- C. Facilities furnished under this tariff may be connected to Customer provided terminal equipment in accordance with the provisions of this tariff.

2.4.4 Inspections

- A. Upon reasonable notification to the Customer, and at a reasonable time, 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 maintenance 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 (10) days of receiving this notice the Customer must take this corrective action and notify the Company of the action taken. If 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 twenty four (24) hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.5 Payment Arrangements****2.5.1 Payment for Service**

The Customer is responsible for payment of all charges for service and facilities furnished by the Company to the Customer or its Joint or Authorized Users. Objections must be received by the Company within thirty (30) days after statement of account is rendered, or the charges shall be deemed correct and binding upon the Customer. If an entity other than the Company imposes charges on the Company, in addition to its own internal costs, in connection with a service for which a Company Non-Recurring Charge is specified, those charges may be passed on to the Customer.

- A.** The Customer is responsible for the payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges, user fee, or surcharges including right of way fees imposed by any governmental authority, all of which shall be separately designated on the Company's invoices. However, the Customer shall not be responsible for any income taxes imposed by any local, state or federal government.
- B.** A surcharge is imposed on all charges for service originating at addresses in states, counties, and municipalities which levy, or assert a claim of right to levy, a gross receipt or franchise tax on the Company's operations in any such state, county or municipality, or a tax on interstate access charges incurred by the Company for originating access to telephone exchanges in that jurisdiction. This surcharge is based on the particular state's, county's, or municipality's receipts tax or franchise fee and other jurisdictions taxes imposed directly or indirectly upon the Company by virtue of, and measured by, the gross receipts or revenues of the Company in that jurisdiction and/or payment of interstate access charges in that jurisdiction. The surcharge will be shown as a separate line item on the Customer's monthly invoice.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.5 Payment Arrangements, (Cont'd.)****2.5.2 Billing and Collection of Charges**

The Customer is responsible for the payment of all charges incurred by the Customer or other users for services and facilities furnished to the Customer by the Company.

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

- A. Non-recurring charges are due and payable within 30 days after the date an invoice is mailed to the Customer by the Company.
- B. The Company shall present invoices for Recurring Charges monthly to the Customer. Recurring charges shall be due and payable within 30 days after the invoice is mailed to the Customer by the Company.
- C. When service does not begin on the first day of the month, or end on the last day of the month, the charge for the action of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.
- D. Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the service order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- E. If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available, then a late payment penalty of 1.5% shall be due to the Company.

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

2.5 Payment Arrangements, (Cont'd.)

2.5.3 Disputed Bills

The Customer shall notify the Company of any disputed items on a bill. 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 Commission's address is:

Public Service Commission of Ohio
180 East Broad Street, 13th Floor
Columbus, OH 43215-3793
Phone: 614-466-7532

- A. The date of the dispute shall be the date the Company receives sufficient documentation to enable it to investigate the dispute.

The date of the resolution is the date the Company completes its investigation and notifies the Customer of the disposition of the dispute.

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

2.5 Payment Arrangements, (Cont'd.)

2.5.4 Advance Payments

The Company will handle Advance Payments in accordance with Section 4901:1-5-13 of the Ohio Administrative Code.

2.5.5 Deposits

The Company does not collect deposits at this time.

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

2.5 Payment Arrangements, (Cont'd.)

2.5.6 Discontinuance and Restoral Information

- A.** Upon nonpayment of sums owing to the Company, the Company may, pursuant to Section 4901:1-5-17 of the Ohio Administrative Code and Case No. 95-790-TP-COI, 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 seven (7) 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 the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.
- E.** 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.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.5 Payment Arrangements, (Cont'd.)****2.5.6 Discontinuance and Restoral Information, (cont'd.)**

- F.** Upon the Company's discontinuance of service to the Customer under this section, the Company, in addition to all other remedies that may be available to the Company by law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable.
- G.** 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 section if:
- 1.** the Customer refuses to furnish information to the Company regarding the Customer's credit-worthiness, its past or current use of Common Carrier communications services or its planned use of service(s);
 - 2.** 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);
 - 3.** the Customer states that it will not comply with, or fails to comply with, a request of the Company for security for the payment for service(s) in accordance with this Section;
 - 4.** 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;

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

2.5 Payment Arrangements, (Cont'd.)

2.5.6 Discontinuance and Restoral Information, (cont'd.)

G. (continued)

5. the Customer uses service to transmit a message, locate a person or otherwise give or obtain information without payment for the service;
6. the Customer uses, or attempts to use, service with the intent to avoid the payment, either in whole or in part, of the tariffed charges for the service by:
 - (a) using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this tariff;
 - (b) using tricks, schemes, false credit devices, electronic devices; or
 - (c) any other fraudulent means or devices;
8. the Customer owes any sum thirty (30) days past due;
9. within seven (7) days of the date of written notice to the Customer that the Customer is not complying with any provision of this tariff, the noncompliance is not corrected.

- H.** 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.

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

2.6 Cancellation of Service

2.6.1 Credit for Interruptions

The Company will issue credits for interruptions in Service in accordance with Section 4901:1-5016 of the Ohio Administrative Code.

2.6.2 Cancellation of Application for Service

- A. Applications for service are noncancellable unless the Company otherwise agrees. Where the Company permits Customer to cancel 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.
- B. 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 salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of service ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.
- C. The special charges described in this section will be calculated and applied on a case-by-case basis.

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

2.6 Cancellation of Service, (Cont'd.)

2.6.3 Cancellation of Service by the Customer

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever, other than a service interruption (as defined above), Customer agrees to pay to Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in this tariff: all costs, fees and expenses reasonable incurred in connection with

All Non-Recurring Charges reasonably expended by Company to establish service to Customer, plus

- A. any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus
- B. all early termination charges specified in the applicable Service Order for the balance of the then current term.

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

2.7 *Transfer 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 (c) pursuant to any financing, merger or reorganization of the Company.

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

2.8 Notices and Communications

- 2.8.1** 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 Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.8.2** The Company shall designate on the Service Order and address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 2.8.3** All notices or other communications required to be given pursuant to this tariff will 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 (3rd) 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.
- 2.8.4** 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.

2.9 Individual Case Basis (ICB) Arrangements

Arrangements will be developed on an individual case basis (ICB) in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a service offered under this tariff. Rates quoted in response to such competitive requests may be different than those specified for such services in this tariff. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis.

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SECTION 3 – LOCAL CALLING AREAS

The Company does not provide local voice services at this time.

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COMPETITIVE TELECOMMUNICATIONS SERVICES

SECTION 4 - SERVICE DESCRIPTIONS AND RATES**3.1 Broadband Service****3.1.1 Description of Service**

Broadband Service is offered as a high capacity dedicated transmission facility available 24 hours per day, 7 days per week. Customers may commit to one, two or three year service terms. The minimum service period for Broadband Service is one year. Should the Customer terminate service prior to the end of the term commitment, the Customer will be billed a termination charge equal to the monthly recurring charge times the number of months remaining in the term.

Broadband Service is an intrastate interexchange service that provides dedicated bandwidth between a Customer designated premises and a Company Point of Presence (POP). Dedicated bandwidth is provisioned from a Company Hub or Remote to a location selected by the Customer. Equipment at a Hub or Remote transmits and receives communications as a point-to-point or point-to-multipoint transmission. The entire usable bandwidth of the transmission path is available and dedicated to the Customer for their exclusive use. The use of time-division multiple access (TDMA) and frequency division multiple access (FDMA) technology allows multiple customers within a 3-7 mile serving radius to share the same transmission channel.

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SECTION 4 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)**3.1 Broadband Service (Cont'd.)****3.1.2 Limitations**

Service will be provided subject to availability and where technical capabilities permit. The following limitations will apply to the provision of Broadband Services.

Actual data transmission rates for Broadband Service depends on a number of factors, including, but not limited to distance and signal obstructions between the customer selected Remote site and the Broadband Service transmission Hub. The customer shall be responsible for any and all costs associated with obtaining and maintaining rights-of-way at a Remote site, including costs of altering a structure to permit installation of Company provided facilities. Customer shall bear all such costs which will be charged by the Company subject to Customer's prior approval. The Company may require the Customer to demonstrate compliance with this section prior to accepting an order for service.

Broadband Service is offered subject to the availability of necessary facilities or equipment, or both facilities and equipment, and subject to the provisions of this tariff. The obligation of the Company to provide Broadband Service is dependant upon its ability to procure, construct, and maintain facilities that are required to meet the customer's order for service. Microwave transmission or reception equipment may be combined with terrestrial wireline facilities to provide a Broadband Service Circuit. Any such reception equipment must be attached to or located upon the customer's location, often on the roof of the building in which the customer premises is located. Broadband Service equipment cannot be installed on the rooftop without the consent of the building owner and/or property manager(s). In addition, Broadband Service equipment cannot be installed without access to the building's telecommunication closet(s), which may not be under the control of the Customer or the Company. Therefore, the Company's facilities-based services are subject to the availability of rooftop access and telecommunication closet access. The Company will make all reasonable efforts to secure the necessary facilities.

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SECTION 4 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)

3.1 Broadband Service (Cont'd.)

3.1.2 Limitations, (cont'd.)

The Company reserves the right to limit or to allocate the use of existing facilities when necessary due to lack of facilities, relevant resources, or causes beyond the Company's control.

The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission nor for failure to establish connections.

The Customer shall ensure that its equipment and/or system is properly interfaced with the Company's facilities or services used in providing Broadband Service; that the signals emitted into the Company's network are of the proper mode, bandwidth, power, signal level or other technical parameters for the intended use of the Customer and in compliance with the 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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SECTION 4 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)**3.1 Broadband Service (Cont'd.)****3.1.3 T-1 Service**

T-1 Service is a managed service offering providing a Customer a total turnkey transport product including: installation; 24 hour/7 day a week network monitoring, maintenance and network performance reporting; detailed billing; and, on-going post-sales support. A Customer purchases connectivity between a Company Hub and a Remote site of its choosing. The Broadband Service customer can purchase one or more point to point or point to multipoint Links of fixed bandwidth in the following increments:

- 4 T-1s
- 6 T-1's
- 8 T-'s
- 10 T-1's
- 12 T-1's

3.14 Ethernet Service

Ethernet Service utilizes Broadband Service technology to deliver Layer-2, 10/100BaseT or faster metropolitan Ethernet connections. The Ethernet Service can be used to deliver end-to-end connectivity utilizing standardized 10Mbps or 100Mbps Ethernet interfaces. Ethernet Service can be configured as oversubscribed and unprotected if required by Broadband Service customers. Customers can purchase a fixed amount of bandwidth and use the allocated bandwidth for any lawful purpose consistent with this Tariff. The Broadband Service customer can purchase one or more point to point or point to multipoint Links of fixed bandwidth in the following increments:

Ethernet Service	Dedicated Internet Access
5 Mbps	5 Mbps
10 Mbps	10 Mbps
15 Mbps	20 Mbps
20 Mbps	

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SECTION 4 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)**3.1 Broadband Service (Cont'd.)****3.1.5 Rates and Charges**

Rates and charges for Broadband Services are specified below. The Customer will be billed a fixed, flat Monthly Recurring Charge (MRC) for bandwidth in addition to a Non-Recurring Charge (NRC) for installation services provided at the same customer location. As set forth in section 2.5.1.1, additional Federal, State and Local taxes and Surcharges may also apply. Rates indicated below do not include sales, use, gross receipts, excise, access or other local, state and federal taxes, charges, user fees, or surcharges.

A. Rate Elements

1. **Link.** - A monthly recurring Link rate element provides for the dedicated transmission media between a Customer designated Remote and a Company Hub. One Link charge applies to each Link that comprises a Circuit.
2. **Port Charge** - A monthly recurring Port Charge rate element applies for each T1 Service or Ethernet Service port access connection to the Broadband Service network. The specified charge is billed per port per month for the dedicated bandwidth increments specified below. Data rates for Customer Ethernet Service traffic may not exceed the dedicated bandwidth set out in the Service Order.

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SECTION 4 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)**3.1 Broadband Service Cont'd.)****3.1.5 Rates and Charges, (cont'd.)****B. T1 Service Rates**

	Monthly Recurring Charges		Non Recurring Charges	
	Link	Port	Link	Port
4 T-1s	\$600	\$240	\$3000	\$3000
6 T-1's	\$900	\$360	\$3000	\$3000
8 T-'s	\$1200	\$480	\$3000	\$3000
10 T-1's	\$1500	\$600	\$3000	\$3000
12 T-1's	\$1780	\$720	\$3000	\$3000

C. Ethernet Service Rates

	Monthly Recurring Charges		Non Recurring Charges	
	Link	Port	Link	Port
5 Mbps	\$800	\$400	\$1500	\$1500
10 Mbps	\$1050	\$400	\$1500	\$1500
15 Mbps	\$1700	\$400	\$1500	\$1500
20 Mbps	\$3200	\$400	\$1500	\$1500

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SECTION 4 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)**3.2 DS1 Service**

DS1 Service is a dedicated, high capacity, full duplex channel with a line speed of 1.544 Mbps isochronous serial data having signal format of either Alternate Mark Inversion (AMI) or Bipolar 8 Zero Substitution (B8ZS) and either Super frame (D4) or Extended Super frame formats. DS1 Service has the equivalent capacity of 24 Voice Grade services or 24 DS0 services. AMI can support 24 56Kpbs channels and B8ZS can support 24 64Kbps channels.

DS1 voice loop monthly recurring charge	\$450.00
DS1 voice loop install charge	\$450.00

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SECTION 5 - PRICE LIST**5.1 Broadband Service****A. T1 Service Rates**

	Monthly Recurring Charges		Non Recurring Charges	
	Link	Port	Link	Port
4 T-1s	\$300	\$120	\$1,500	\$1,500
6 T-1's	\$450	\$180	\$1,500	\$1,500
8 T-'s	\$600	\$240	\$1,500	\$1,500
10 T-1's	\$750	\$300	\$1,500	\$1,500
12 T-1's	\$890	\$360	\$1,500	\$1,500

B. Ethernet Service Rates

	Monthly Recurring Charges		Non Recurring Charges	
	Link	Port	Link	Port
5 Mbps	\$400	\$200	\$750	\$750
10 Mbps	\$525	\$200	\$750	\$750
15 Mbps	\$850	\$200	\$750	\$750
20 Mbps	\$1,600	\$200	\$750	\$750

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SECTION 5 - PRICE LIST

5.2 DS1 Service

DS1 voice loop monthly recurring charge	\$450.00
DS1 voice loop install charge	\$450.00

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EXHIBIT B
Proposed Tariff Pages

COMPETITIVE TELECOMMUNICATIONS SERVICES

TITLE PAGE

COMPETITIVE TELECOMMUNICATIONS SERVICES TARIFF

OF

Nextlink Wireless, Inc.

Certificate No. 90-9325

**REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES
APPLYING TO COMPETITIVE TELECOMMUNICATIONS SERVICES
WITHIN THE STATE OF OHIO**

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COMPETITIVE TELECOMMUNICATIONS SERVICES

CHECK SHEET

Pages of this tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

PAGE	REVISION		PAGE	REVISION	
1	Original	*	26	Original	*
2	Original	*	27	Original	*
3	Original	*	28	Original	*
4	Original	*	29	Original	*
5	Original	*	30	Original	*
6	Original	*	31	Original	*
7	Original	*	32	Original	*
8	Original	*	33	Original	*
9	Original	*	34	Original	*
10	Original	*	35	Original	*
11	Original	*	36	Original	*
12	Original	*	37	Original	*
13	Original	*			
14	Original	*			
15	Original	*			
16	Original	*			
17	Original	*			
18	Original	*			
19	Original	*			
20	Original	*			
21	Original	*			
22	Original	*			
23	Original	*			
24	Original	*			
25	Original	*			

* - indicates those pages included with this filing

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EXPLANATION OF SYMBOLS

The following symbols shall be used in this tariff for the purpose indicated below:

- (C) - To signify changed regulation.
- (D) - To signify discontinued rate or regulation.
- (I) - To signify increased rate.
- (M) - To signify a move in the location of text.
- (N) - To signify new rate or regulation.
- (R) - To signify reduced rate.
- (S) - To signify reissued matter.
- (T) - To signify a change in text but no change in rate or regulation.

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APPLICATION OF TARIFF

This tariff contains the regulations and rates applicable to the furnishing of intrastate competitive telecommunications services by Nextlink Wireless, Inc. to Customers of the State of Ohio.

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SECTION 1 – DEFINITIONS

Advance Payment - Part or all of a payment required before the start of service.

Authorized User - A person, firm or corporation which is authorized by the Customer or joint user to be connected to the service of the Customer or joint user.

Broadband Service Access - Locations from which the Company provides broadband transmission.

Circuit – A dedicated telecommunications facility provided by the Company to connect two Points of Interconnection as specified by the Customer in a Service Order. Circuits come in different types depending on the speed and data rates provisioned over the physical facilities of the Circuit (i.e., DS1, DS3, OCx, 5 Mbps, 10 Mbps). A Circuit may traverse more than one Link.

Company - Nextlink Wireless, Inc., the issuer of this tariff, which is a Delaware corporation, or any of its affiliates which concur in this tariff.

Customer - The person, firm or corporation which orders service and is responsible for the payment of charges and compliance with the Company's regulations.

Hub – A location used to aggregate multiple services and to interconnect traffic. Transport of information from a Hub to Remotes and vice versa occurs via Links. Transport is provided on a point to point or point to multipoint basis.

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

IntraLATA Service - Service which originates and terminates within the same Local Access Transport Area (LATA).

InterLATA Service - Service which originates within one Local Access Transport Area (LATA) and terminates in a different LATA.

Link – A direct connection between two physical locations.

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SECTION 1 – DEFINITIONS, (CONT'D.)

Non-Recurring Charges - 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.

Point of Interconnection - The point at which the Company's responsibility to provide equipment and service ends and the Customer's responsibility for the information begins, as specified in a Service Order.

Recurring Charges - The monthly charges to the Customer for services, facilities and equipment which continue for the agreed upon duration of the service.

Remote - An end point location which may serve as the termination point for various Circuit types. Transport of information from a Remote to a Hub and vice versa occurs via one or more Links. Transport is provided on a point to point or point to multipoint basis. If a site is used as an intermediate location in a chain of point to point services, both ends are defined as a Remote.

Service Order - The written request for communications services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff.

Site - A location from which transmission and reception equipment produces Links within a specific geographical area. A site may be Hub, Remote or Point of Interconnection.

Station - Denotes the network control signaling unit and any other equipment provided at the Customer's premises which enables a customer to establish communications connections and to effect communications through such connections.

United States - The 48 contiguous states and the District of Columbia, Hawaii, Alaska, Puerto Rico, the US Virgin Islands, as well as the off-shore areas outside the boundaries of the coastal states of the 48 contiguous states to the extent that such areas appertain to and are subject to the jurisdiction and control of the United States.

User or End User - Any person or entity that obtains the Company's services provided under this tariff, regardless of whether such person or entity is so authorized by the Customer.

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COMPETITIVE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

2.1.1 General

The Company's services and facilities are furnished for intrastate communications originating at specified points within the State of Ohio under the terms of this tariff. Intrastate service is offered in conjunction with interstate service.

The Company provides service in accordance with the terms and conditions set forth under this tariff.

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

Failure by the Company to assert its rights pursuant to one provision of this Tariff does not preclude the Company from asserting its rights under other provisions.

2.1.2 Shortage of Equipment or Facilities

- A. The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- B. The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

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

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 thirty (30) days notice. Unless otherwise specified herein, for the purpose of computing charges in this tariff, a month is considered to have thirty (30) days. All calculations of dates set forth in this tariff shall be based on calendar days, unless otherwise specified herein.
- B.** Customers may be required to enter into written Service Orders which shall contain or reference the name of the Customer, a specific description of the service ordered, the rate to be charged, the duration of the services, and the terms and conditions in this tariff.
- C.** This tariff shall be interpreted and governed by the laws of the State of Ohio without regard to the State's choice of laws provisions.
- D.** Another telephone company must not interfere with the right of any person or entity to obtain service directly from the Company.
- E.** The Customer has no property right to the telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the right to change such numbers, or the central 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.
- F.** 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 this section.
- G.** 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.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.1 Undertaking of the Company, (Cont'd.)****2.1.4 Liability of the Company**

Because the Customer has exclusive control of its communications over the services furnished by the Company, and because interruptions and errors incident to these services are unavoidable, the services the Company furnishes are subject to the terms, conditions, and limitations specified in this tariff and to such particular terms, conditions, and limitations as set forth in the special regulations applicable to the particular services and facilities furnished under this tariff.

- A.** The liability of the Company for damages arising out of the furnishing of these services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts of commission or omission, shall be limited to the extension of allowances for interruption. The extension of such allowances for interruption shall be the sole remedy of the Customer, authorized user, or joint user and the sole liability of the Company.
- B.** The Company shall not be liable or responsible for any special, consequential, indirect, exemplary, lost profits, or punitive damages, whether or not caused by the intentional acts or omissions or negligence of the Company's employees, agents or contractors.
- C.** The Company shall not be liable for any failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood 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 any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.

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

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

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

- D.** The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for or with the services the Company offers.
- 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.** The Company shall not be liable for the claims of vendors supplying equipment to Customers of the Company which may be installed at premises of the Company nor shall the Company be liable for the performance of said vendor or vendor's equipment.
- G.** The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided.

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

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

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

- H.** The Company is not liable for any defacement of or damage to the premises of a Customer (or authorized or joint user) resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, when such defacement or damage is not the result of negligence or willful misconduct on the part of the agents or employees of the Company.
- I.** The Company shall not be liable for any damages resulting from delays in meeting any service dates due to delays resulting from normal construction procedures. such delays shall include, but not be limited to, delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of-way approvals and delays in actual construction work.
- J.** The Company shall not be liable for any damages whatsoever to property resulting from the installation, maintenance, repair or removal of equipment and associated wiring unless the damage is caused by the Company's willful misconduct or negligence.
- K.** The Company shall not be liable for any damages whatsoever associated with service, facilities, or equipment which the Company does not furnish or for any act or omission of Customer or any other entity furnishing services, facilities or equipment used for or in conjunction with any Service.

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

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

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

- L.** The Company shall not incur any liability, direct or indirect, to any person who dials or attempts to dial the digits "9-1-1" or to any other person who may be affected by the dialing of the digits "9-1-1". The Company shall have no liability whatsoever, direct or indirect, for any failure, whether or not caused by or foreseeable to the Company, of 911 Service or Enhanced 911 Service. The Customer also agrees to release, indemnify, defend and hold harmless the Company from any loss, harm, cost, damage, infringement or invasion of the right of privacy or confidentiality of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, maintenance, removal, presence, condition, occasion or use of 911 Service or Enhanced 911 Service features and equipment associated therewith or by any services furnished by the Company in connection therewith, including, but not limited to, the identification of the telephone number, address, or name associated with the telephone used by the party or parties accessing 911 Service or Enhanced 911 Service hereunder and which arise out of the negligence or other wrongful act of the Company, the Customer, its user, agencies or municipalities, or the employees or agents of any one of them.
- M.** THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

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

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 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 Customer's services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notifications requirements. With some emergency or unplanned service-affecting conditions, such as outage resulting from cable damage, notification to the Customer may not be possible.

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

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

2.1.6 Provision of Equipment and Facilities

- A.** Where construction is required, the Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- B.** The Company shall use reasonable efforts to maintain facilities 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 installed by the Company, except upon the written consent of the Company.
- C.** Equipment installed at the Customer Premises for use in connections with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.
- D.** 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 tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Beyond this responsibility, 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; or
 - 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.

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COMPETITIVE TELECOMMUNICATIONS SERVICES

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

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

2.1.7 Non-routine Installation/Maintenance

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous 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.

- A. Customer will pay Non-routine Installation/Maintenance charges referenced above for technicians' time reasonable required, even during regular business hours, when Customer reports a suspected failure and the Company dispatches personnel and the trouble was not caused by the Company's facilities or equipment. Charges will include all technicians dispatched, including technicians dispatched to other locations for purposes of testing.
- B. If Customer issues a trouble report allowing the Company access to the end user's premises and Company personnel are dispatched but denied access to the premises, then Customer will pay the Non-routine Installation/Maintenance charges referenced above.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.1 Undertaking of the Company, (Cont'd.)****2.1.8 Special Construction**

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

- A. where Company facilities are not presently available, and Company agrees to construct those facilities;
- B. of a type other than that which the Company would normally utilize in the furnishing of its services;
- C. over a transmission link other than that which the Company would normally utilize in the furnishing of its services;
- D. in a quantity greater than that which the Company would normally construct;
- E. on an expedited basis;
- F. on a temporary basis until permanent facilities are available;
- G. involving abnormal costs; or
- H. in advance of its normal construction.

Special Construction may be assessed for point to point or point to multipoint transmission and reception facilities. Such facilities may include, but are not limited to, transmission equipment, reception devices, circuit equipment, and professional engineering services for design, construction and installation of hub and/or remote terminal equipment including appurtenant electronics and transmission cable. Special construction charges will be determined on a case by case basis.

2.1.9 Ownership of Facilities

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

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

2.2 Prohibited Uses

- 2.2.1** The service the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.2** The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

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

2.3 Obligations of the Customer

2.3.1 Customer Responsibilities

The Customer shall be responsible for:

- A.** the payment of all applicable charges pursuant to this tariff;
- 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's premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be surrogated to 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 premises of the Customer, 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 including private or public easements, licenses, roof rights and conduit necessary for the installation and ongoing maintenance of transmission and reception equipment including, but not limited to, roof top devices, inside wiring and associated indoor equipment used to provide services to the Customer from the Company's designated point of termination or property line to the location of the equipment space described in 2.3.1 (c). Any costs associated with the obtaining and maintaining of the rights-of-way described herein, including the costs of altering the structure to permit installation of Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer;

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.3 Obligations of the Customer, (Cont'd.)****2.3.1 Customer Responsibilities, (cont'd.)**

- E.** providing a safe place to work and complying with all federal and state laws and regulations regarding the working conditions on any premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's 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 or on any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1 (d) above; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer 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;
- G.** not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities; and
- H.** making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.

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

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, including reasonable attorneys' fees 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; or
- 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 name not contemplated by the agreement between the Customer and the Company.

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

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

2.3.3 Jurisdictional Nature of Traffic

- A. Customer agrees, represents and warrants that all traffic being delivered by Customer to Company for local termination, and all traffic that Company delivers to Customer that has originated in the same local calling area in which Customer's NXX is assigned and/or in which such traffic is terminated to Customer, is local traffic or is legally entitled to be treated as local traffic under all applicable federal, state and local laws, administrative and regulatory requirements and any other authorities having jurisdiction.
- B. Customer further agrees to indemnify, defend and hold harmless Company and its parent company, affiliates, employees, directors, officers, and agents from and against all claims, demands, actions, causes of actions, damages, liabilities, losses, and expenses (including reasonable attorney's fees) incurred in connection with: Customer's breach or failure of any representation or warranty; Customer's traffic being processed through the Company switch/node; or the effect of any regulatory or legal modifications/change of law.
- C. If Customer defaults in fulfilling any material obligation of the Service Order Agreement, any Amendments or this Tariff, Company shall have the right to terminate the Agreement and the Customer shall pay Company, in addition to any other amounts then owing under the Agreement, a cancellation charge equal to the monthly recurring charge times the number of months remaining in the contract. These charges are intended to establish liquidated damages in the event of early termination and are not intended as a penalty.

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

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

2.4 Customer Equipment and Channels, (Cont'd.)

2.4.3 Interconnection of Facilities

- A. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing local exchange service and the channels, facilities, or equipment of others may be provided at the Customer's expense.
- B. Local Service 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.
- C. Facilities furnished under this tariff may be connected to Customer provided terminal equipment in accordance with the provisions of this tariff.

2.4.4 Inspections

- A. Upon reasonable notification to the Customer, and at a reasonable time, 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 maintenance 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 (10) days of receiving this notice the Customer must take this corrective action and notify the Company of the action taken. If 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 twenty four (24) hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.5 Payment Arrangements****2.5.1 Payment for Service**

The Customer is responsible for payment of all charges for service and facilities furnished by the Company to the Customer or its Joint or Authorized Users. Objections must be received by the Company within thirty (30) days after statement of account is rendered, or the charges shall be deemed correct and binding upon the Customer. If an entity other than the Company imposes charges on the Company, in addition to its own internal costs, in connection with a service for which a Company Non-Recurring Charge is specified, those charges may be passed on to the Customer.

- A. The Customer is responsible for the payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges, user fee, or surcharges including right of way fees imposed by any governmental authority, all of which shall be separately designated on the Company's invoices. However, the Customer shall not be responsible for any income taxes imposed by any local, state or federal government.
- B. A surcharge is imposed on all charges for service originating at addresses in states, counties, and municipalities which levy, or assert a claim of right to levy, a gross receipt or franchise tax on the Company's operations in any such state, county or municipality, or a tax on interstate access charges incurred by the Company for originating access to telephone exchanges in that jurisdiction. This surcharge is based on the particular state's, county's, or municipality's receipts tax or franchise fee and other jurisdictions taxes imposed directly or indirectly upon the Company by virtue of, and measured by, the gross receipts or revenues of the Company in that jurisdiction and/or payment of interstate access charges in that jurisdiction. The surcharge will be shown as a separate line item on the Customer's monthly invoice.

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

2.5 Payment Arrangements, (Cont'd.)

2.5.2 Billing and Collection of Charges

The Customer is responsible for the payment of all charges incurred by the Customer or other users for services and facilities furnished to the Customer by the Company.

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

- A. Non-recurring charges are due and payable within 30 days after the date an invoice is mailed to the Customer by the Company.
- B. The Company shall present invoices for Recurring Charges monthly to the Customer. Recurring charges shall be due and payable within 30 days after the invoice is mailed to the Customer by the Company.
- C. When service does not begin on the first day of the month, or end on the last day of the month, the charge for the action of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.
- D. Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the service order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- E. If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available, then a late payment penalty of 1.5% shall be due to the Company.

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

2.5 Payment Arrangements, (Cont'd.)

2.5.3 Disputed Bills

The Customer shall notify the Company of any disputed items on a bill. 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 Commission's address is:

Public Service Commission of Ohio
180 East Broad Street, 13th Floor
Columbus, OH 43215-3793
Phone: 614-466-7532

- A.** The date of the dispute shall be the date the Company receives sufficient documentation to enable it to investigate the dispute.

The date of the resolution is the date the Company completes its investigation and notifies the Customer of the disposition of the dispute.

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

2.5 Payment Arrangements, (Cont'd.)

2.5.4 Advance Payments

The Company will handle Advance Payments in accordance with Section 4901:1-5-13 of the Ohio Administrative Code.

2.5.5 Deposits

The Company does not collect deposits at this time.

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

2.5 Payment Arrangements, (Cont'd.)

2.5.6 Discontinuance and Restoral Information

- A.** Upon nonpayment of sums owing to the Company, the Company may, pursuant to Section 4901:1-5-17 of the Ohio Administrative Code and Case No. 95-790-TP-COI, 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 seven (7) 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 the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.
- E.** 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.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.5 Payment Arrangements, (Cont'd.)****2.5.6 Discontinuance and Restoral Information, (cont'd.)**

- F.** Upon the Company's discontinuance of service to the Customer under this section, the Company, in addition to all other remedies that may be available to the Company by law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable.
- G.** 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 section if:
- 1.** the Customer refuses to furnish information to the Company regarding the Customer's credit-worthiness, its past or current use of Common Carrier communications services or its planned use of service(s);
 - 2.** 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);
 - 3.** the Customer states that it will not comply with, or fails to comply with, a request of the Company for security for the payment for service(s) in accordance with this Section;
 - 4.** 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;

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

2.5 Payment Arrangements, (Cont'd.)

2.5.6 Discontinuance and Restoral Information, (cont'd.)

G. (continued)

5. the Customer uses service to transmit a message, locate a person or otherwise give or obtain information without payment for the service;
6. the Customer uses, or attempts to use, service with the intent to avoid the payment, either in whole or in part, of the tariffed charges for the service by:
 - (a) using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this tariff;
 - (b) using tricks, schemes, false credit devices, electronic devices; or
 - (c) any other fraudulent means or devices;
8. the Customer owes any sum thirty (30) days past due;
9. within seven (7) days of the date of written notice to the Customer that the Customer is not complying with any provision of this tariff, the noncompliance is not corrected.

H. 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.

COMPETITIVE TELECOMMUNICATIONS SERVICES

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

2.6 Cancellation of Service

2.6.1 Credit for Interruptions

The Company will issue credits for interruptions in Service in accordance with Section 4901:1-5016 of the Ohio Administrative Code.

2.6.2 Cancellation of Application for Service

- A.** Applications for service are noncancellable unless the Company otherwise agrees. Where the Company permits Customer to cancel 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.
- B.** 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 salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of service ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.
- C.** The special charges described in this section will be calculated and applied on a case-by-case basis.

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

2.6 Cancellation of Service, (Cont'd.)

2.6.3 Cancellation of Service by the Customer

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever, other than a service interruption (as defined above), Customer agrees to pay to Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in this tariff: all costs, fees and expenses reasonable incurred in connection with

All Non-Recurring Charges reasonably expended by Company to establish service to Customer, plus

- A. any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus
- B. all early termination charges specified in the applicable Service Order for the balance of the then current term.

COMPETITIVE TELECOMMUNICATIONS SERVICES

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

2.7 Transfer 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 (c) pursuant to any financing, merger or reorganization of the Company.

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

2.8 Notices and Communications

- 2.8.1** 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 Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.8.2** The Company shall designate on the Service Order and address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 2.8.3** All notices or other communications required to be given pursuant to this tariff will 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 (3rd) 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.
- 2.8.4** 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.

2.9 Individual Case Basis (ICB) Arrangements

Arrangements will be developed on an individual case basis (ICB) in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a service offered under this tariff. Rates quoted in response to such competitive requests may be different than those specified for such services in this tariff. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis.

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SECTION 3 – LOCAL CALLING AREAS

The Company does not provide local voice services at this time.

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EXHIBIT C
Transmittal
Summary of Changes



Nextlink Wireless

13865 Sunrise Valley Drive
Herndon, Virginia 20171

tel 703 547 2255
toll free 800 549 1140
fax 703 547 2292

nextlink.com

VIA OVERNIGHT

June 20, 2008

Public Utilities Commission of Ohio
Attention: Docketing Division
180 East Broad Street
Columbus, Ohio 43215-3793

Re: Nextlink Wireless, Inc, P.U.C.O. Tariff No. 2
Docket No. -TP-

To Whom It May Concern:

Pursuant to Case No. 06-1345-TP-ORD, please find enclosed original and three (3) copies of Nextlink Wireless, Inc. ("Nextlink") P.U.C.O. Tariff No. 2 which replaces Nextlink P.U.C.O. Tariff No. 1. Nextlink does not have any customers in the state of Ohio therefore no customer notice sent and no affidavit included with this filing. The following Tier 2 services were not included on Tariff No. 2:

**Broadband Service
DS1 Service**

These revisions are being filed with an issued date of June 23, 2008 and an effective date of June 24, 2008.

Also, enclosed is an additional copy of this letter and a self-addressed stamped envelope. Please date stamp this copy and return in the enclosed envelope. If you have any questions, please contact me at 703-547-2635 or daniel.ostroff@xo.com.

Sincerely,

Daniel G. Ostroff
Senior Regulatory Analyst

Enclosures

EXHIBIT D
Method of Rates, Terms, and Conditions
Disclosure

EXHIBIT D
Method of Disclosure

In compliance with O.A.C. Rule 4901:1-6-05(G)(3) and O.A.C. Rule 4901:1-6-05(G)(4), Nextlink Wireless, Inc. will be posting documents for detariffed nonresidential tier 2 services at the following website on June 24, 2008:

<http://www.xo.com/about/policy/Pages/tariffs.aspx>