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March 23, 2009

Ms. Renee Jenkins  
Chief, Docketing Division  
Public Utilities Commission of Ohio  
180 East Broad Street, 13<sup>th</sup> Floor  
Columbus, OH 43215

PUCO

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Via Courier

90-6353-CT-TRF

Subject: Caused Based Commerce Incorporated, dba, Sienna Communications  
Group, Incorporated, dba, The Sienna Group  
Case No. 09-234-TP-ATA


Dear Ms. Jenkins:

Enclosed please find an original and nine copies of the *revised* Caused Based Commerce Incorporated Tariff.

Please accept the original and nine copies of the revised tariff for the Commission's files, and return the remaining copy to me via to the individual who delivers the documents to you. You may call me if you have any questions concerning this filing.

As always, your attention is appreciated.

Very truly yours,

  
Richard R. Parsons

RP:kw  
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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**Cause Based Commerce Incorporated  
dba Sienna Communications Group Incorporated  
dba The Sienna Group**

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

**Tariff No. 90-6353-CT-TRF**

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ISSUED: March 16, 2009

EFFECTIVE: March 16, 2009

Filed under the authority of the Public Utilities Commission of Ohio,  
Case No. 08-866-TP-ACE

By: Dave Condit, President  
Sienna Communications Group, Inc.  
6460 Harrison Avenue, Suite 302  
Cincinnati, Ohio 45247

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**CHECK SHEET**

The Title Page and pages listed below are inclusive and effective as of the date shown. Original and revised pages as named below contain all changes from the original tariff that are in effect on the date shown on each page.

<b>Page #</b>	<b>Revision</b>
<b>Title Page</b>	<b>Original</b>
<b>1</b>	<b>Original</b>
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<b>13</b>	<b>Original</b>
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**EXPLANATION SYMBOLS REFER MARKS, AND ABBREVIATIONS OF  
TECHNICAL TERMS USED IN THIS TARIFF**

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

- (C) To signify a change in regulation.
- (D) To signify a discontinued rate or regulation.
- (E) To signify the correction of an error made in prior revision.
- (I) To signify an increase in rate.
- (M) To signify moved text.
- (N) To signify a new rate or regulation.
- (R) To signify a reduction in rate.
- (T) To signify change in text, but no change in rate or regulation.

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**APPLICATION OF TARIFF**

This Tariff contains regulations and rates applicable to the furnishing of interexchange telecommunications services by Cause Based Commerce dba Sienna Communications Group Incorporated dba The Sienna Group (hereinafter referred to as the "Company").

Customers have certain rights and responsibilities under the Minimum Telephone Service Standards (Ohio Adm. Code 4901:1-5)(MTSS). These safeguards can be found in the Appendix to Ohio Adm.Code 4901:1-5-03, which is entitled "Telephone Customer Rights and Responsibilities." These rights and responsibilities include complaint handling, ordering or changing service, service repair, payment of bills, and disconnection and reconnection of service.

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**SECTION 1 – Definitions**

Certain terms used generally throughout this tariff are defined below.

**Access Code** – Denotes a uniform code assigned by the Company to an individual Customer. The code has the form 10XXX, 10XXXXX, 950-0XXX, or 950-1XXX.

**Access Minutes** – Denotes that usage of exchange facilities in intrastate service for the purpose of calculating chargeable usage.

**Account** – The Customer who has agreed, verbally or by signature, to honor the terms of service established by the Company. An account may have more than one access code billed to the same Customer address.

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

**Authorized User** – Denotes an individual, partnership, association or corporation (other than the Customer) who is authorized by the Customer to be connected to the service of the Customer and on whose premises a station of the dedicated communications service must be located.

**Billed Party** - The person or entity responsible for payment of the Company's service(s) for long distance and related services.

**Calling Card Calls** – A direct dial call for which charges are billed not to the originating telephone number, but to a calling card that may or may not be associated with the originating telephone number.

**Central Office** – A local Company switching system where exchange service customer station loops are terminated for purposes of interconnection to each other and to trunks.

**Channel** – Denotes a path for electrical transmission between two or more points, the path having a bandwidth designed to carry voice grade transmission.

**Collect Calls** – A call for which charges are billed, not to the originating telephone number, but to the destination or termination telephone number.

**Commission** – The Public Utility Commission of Ohio ("Commission") or ("PUCO").

**Common Carrier** – A company or entity providing telecommunications services to the public.

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**SECTION 1 – Definitions, cont'd**

**Company** – Caused Based Commerce Incorporated dba Sienna Communications Group Incorporated dba The Sienna Group.

**Customer** – Any person, firm, partnership, corporation or other legal entity that subscribes to service under the terms and conditions of this tariff and is responsible for the payment of charges.

**Customer Designated Premises (CDP)** – Premises designated by the Customer for the provision of access service.

**Customer – Provided Facilities** – Denotes all communications facilities provided by the Customer and/or authorized end user other than those provided by the Company.

**Direct Dial Call** – Denotes a domestic interstate or intrastate telephone number form which the call originated without the automatic or live assistance of an operator, which includes calls forwarded by call forwarding equipment.

**Equal Access Code** – An access code that allows the public to obtain equal access connection to the carrier associated with that code.

**Exchange** – Denotes a unit established by the local exchange carrier for the administration of communications service in a specified area, which usually embraces a city, town or village and its environs. It consists of one or more central offices together with the associated facilities used in furnishing communications service within that area. One or more designated exchanges comprise a given Local Access and Transport Area.

**Facility** – Denotes any cables, poles, conduit, carrier equipment, wire center distribution frames, central office switching equipment, etc., utilized to provide the service offered under this tariff.

**Holidays** – New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and the day after, Christmas Eve and Christmas Day.

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**SECTION 1 – Definitions, cont'd**

**Interface** – The point at which facilities or services of one type are connected with facilities or services of another type.

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

**Interstate** – The term Interstate applies to the regulatory jurisdiction of services used for communications between locations located in different states within the United States or between one or more location in the United States and one or more international locations.

**Intrastate Communications** – Any communications, which originate and terminate within the same state.

**Joint User** – A person, firm or corporation who is designated by the Customer as a user of a dedicated communications services of the Customer and to whom a portion of the charge for the service will be billed under a joint use arrangement.

**Local Access and Transport Area (LATA)** – A geographic area established for the provision and administration of communications service. A LATA encompasses designated exchanges, which are grouped to serve common social, economic and other purposes.

**Local Calling Area** – A geographical area, as defined in the Company's local or general exchange service tariff in which an End User may complete a call without incurring toll usage charges.

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

**Mbps** – Megabits, or million of bits per second.

**Message** – A Message is a Call as defined above.

**N/A** – Not Applicable.

**Nonrecurring 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.

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**SECTION 1 – Definitions, cont'd**

**Originating Direction** – The use of Switched Access Service for the origination of calls from an End User premises to an IC premises.

**Point of Termination** – The point of demarcation within a Customer-designated premises at which the Company's responsibility for the provision of access service ends. The point of demarcation is the point of Interconnection between Company communications facilities and Customer-provided facilities as defined in Part 68 of the Federal Communications Commission's Rules and Regulations.

**Premises** – The physical space designated by the Customer for the termination of the Company's service.

**Public Utilities Commission or Commission** – The Public Utilities Commission of Ohio ("PUCO" or "Commission").

**Recurring Charge** – The monthly charge to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

**Presubscription** – Is an arrangement whereby an end user may select and designate to the telephone company an interexchange carrier (IXC) to access, without an access code, for toll calls. This IXC is referred to as the end user's predesignated IXC.

**Service Commencement Date** – The first day following the date on which the Company notifies the Customer that the requested service is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance of service. The parties may mutually agree on a substitute Service Commencement Date.

**Service Order** – A request for local exchange service by the Customer in a format specified by the Company. Service Orders shall contain or reference the name and address of the Customer, a specific description of the services ordered, the rate to be charged, the duration of the services, and the terms and conditions in this tariff. The Customer may initiate a Service Order by telephone, e-mail, or other electronic means, or in writing, however, the Company reserves the right to require that the Customer prior to initiating service execute the Service Orders.

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**SECTION 1 – Definitions, cont'd**

**Special Access Service** – General dedicated (private line) facilities between two or more customer designated premises.

**Trunk** – A communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

**Trunk Group** – A set of trunks, which are traffic engineered as a unit for the establishment of connections between switching systems in which all of the communications paths are interchangeable.

**User** – A customer or any other person authorized by the Customer to use service provided under this tariff.

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**SECTION 2 – Regulations**

**2.1 Service Description**

Intrastate telecommunications service is offered to Customers of the Company to provide direct dialed calls placed in the State of Ohio. The Company provides switched long distance services for voice grade and dial-up data transmission services offered on a usage sensitive basis and/or distance sensitive basis. All service provided subject to the terms and conditions of this tariff.

**2.2 Undertaking of the Company**

**2.2.1 Liability of the Company**

1. The Company will comply with Part 64, Part D, Appendix A, of the FCC's Rules and Regulations, and the Commission's Minimum Telephone Service Standards set forth in Ohio Administrative Code ("O.A.C.") Chapter 4901:1-5 regarding the Company's failure to provide and maintain services offered under this Tariff.
2. 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 under this tariff.
3. The Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including but not limited to, loss of revenue or profits, for any reason whatsoever, including but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
4. The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

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**SECTION 2 – Regulations, cont'd**

**2.2 Undertaking of the Company, cont'd**

**2.2.1 Liability of the Company, cont'd**

5. Indemnification – The Customer indemnifies and saves harmless the Company against claims, losses or suits for injury to or death of any person, or damage to any property which arises from the use, placement or presence or removal of the Company's equipment, facilities and associated wiring on the Customer's premises and further, the Customer indemnifies and saves harmless the Company against claims for libel, slander, or the infringement of copyright arising directly or indirectly from the material transmitted over the facilities of the company or the use thereof by the Customer; against claims for infringement of patents arising from combining with or using in connection with, facilities furnished by the Company, and apparatus, equipment and systems provided by the Customer; and against all other claims arising out of any act or omission of the Customer in connection with the services or facilities provided by the Company.

The services furnished by the Company, in addition to the limitations set forth above, also are subject to the following limitation. The Company shall not be liable for damage arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission or other injury, including but not limited to injuries to persons or property from voltages or currents transmitted over the service of the Company, either:

- A. caused by Customer-provided equipment (except where a contributing cause is the malfunctioning of a company-provided connecting arrangement, in which event the liability of the Company shall not exceed an amount equal to a proportional amount of the Company billing for the period of service during which such mistake, omission, interruption, delay, error, defect in transmission or injury occurs), or
  - B. not prevented by Customer provided equipment.
6. Defacement of Premises – No liability shall attach to the Company by reason of any defacement or damage to the Customer's premises resulting from the existence of the Company's equipment, facilities and associated wiring on such premises, or by the installation or removal thereof when such defacement or damage is not the result of the negligence of the Company or its employees.

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**SECTION 2 – Regulations, cont'd**

**2.2 Undertaking of the Company, cont'd**

**2.2.1 Liability of the Company, cont'd**

7. The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action or request of the United States government or of any other government including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of these federal, state, or local governments or of any military authority; preemption of existing service in compliance with national emergencies, insurrections, riots, wars, unavailability of rights-of-way or materials, or strikes, lockouts, or work stoppages.
8. Any non-completion of calls due to network busy conditions.
9. Any calls not actually attempted to be completed during any period that service is unavailable.
10. The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the Customer for the specific services giving rise to the claim, and no action or proceeding against the Company shall be commenced more than one year after the service is rendered.
11. The Company makes no warranties or representations, express or implied, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.
12. The Company shall not be liable for any act or omission of any other company or companies furnishing a portion of the service, or for damages associated with service, channels, or equipment which it does not furnish, or for damages which result from the operation of Customer-provided systems, equipment, facilities or services which are interconnected with Company services.

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**SECTION 2 – Regulations, cont'd**

**2.2 Undertaking of the Company, cont'd**

**2.2.1 Liability of the Company, cont'd**

13. The Company does not guarantee or make any warranty with respect to service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations. The Customer shall indemnify and hold 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 the Customer or by any other party, for any personal injury to, or death of, any person or persons, or for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate maintenance, removal, presence, condition, locations or use of service furnished by the Company at such locations.
14. 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 or fitness for a particular use, except those expressly set forth herein.
15. Failure by the Company to assert its right pursuant to one provision of this tariff does not preclude the Company from asserting its rights under other provisions.
16. Approval of the above tariff language by the Commission does not constitute a determination by the Commission that the limitation of liability imposed by the company should be upheld in a court of law. Approval by the Commission merely recognizes that it is a court's responsibility to adjudicate negligence and consequent damage claims, it is also the court's responsibility to determine the validity of the exculpatory clause.

**2.3 Billing, Credit and Payment Arrangements**

**2.3.1 Returned Check Charge**

When a Customer makes a payment to the Company in the form of a check, bank draft, credit card, debit card or other non-cash payment method, and the payment is returned to the Company unpaid, a \$35.00 returned item fee may be applied to the Customer's account.

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**PRICE LIST**

- |    |                                      |                |
|----|--------------------------------------|----------------|
| 1. | <b>One Plus Directory Assistance</b> |                |
|    | Per Inquiry                          | <b>\$ 1.50</b> |
| 2. | <b>Return Payment Fee</b>            | <b>\$35.00</b> |

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