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PUCO

02 September 2011

Docketing Division  
Public Utilities Commission of Ohio  
180 E Broad Street  
Columbus, OH 43215

11-4982-TP-ATA

RE: Access Service Tariff Filing

VIA E-FILING & OVERNIGHT MAIL

To Whom It May Concern:

Please find attached a copy of PUCO Tariff No. 5 of Peerless Network of Ohio, LLC. This tariff, entitled Telecommunications Carrier To Carrier Access Services Tariff replaces PUCO Tariff No. 3 in its entirety.

The desired effective date of this tariff is September 9, 2011.

If there are any questions concerning this filing, please feel free to contact me at 312-506-0933 or at [dmeldazis@peerlessnetwork.com](mailto:dmeldazis@peerlessnetwork.com). Thank you.

Sincerely,

Daniel Meldazis  
Director Regulatory Affairs

Attachment

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.  
Technician LD Date Processed 9-6-11

*The Public Utilities Commission of Ohio*  
**TELECOMMUNICATIONS RETAIL SERVICE OFFERING FORM**

**For Non-BLES Carriers**

**Per the Commission's 01/19/2011 "Implementation Order" in Case No. 10-1010-TP-ORD**

(Effective: 01/20/2011)

Company Name Peerless Network of Ohio, LLC  
Company Address 222 S Riverside Plaza, Suite 2730, Chicago, IL 60606  
Company Web Address www.peerlessnetwork.com  
Regulatory Contact Person Daniel Meldazis Phone 312-506-0933 Fax 312-506-0931  
Regulatory Contact Person's Email Address dmeldazis@peerlessnetwork.com  
Contact Person for Annual Report Daniel Meldazis Phone 312-506-0933 Fax 312-506-0931  
Consumer Contact Information Brian Brabson Phone 312-878-0751 Fax 312-506-0931  
TRF Docket No. 90-9358-TP-TRF

**I. Company Type (Check all applicable):**

☐ Non-BLES CLEC ☒ IXC ☒ Other (explain) BLES CLEC

**II. Services offered (Check all applicable):**

- ☒ Toll services (intrastate)  
☒ Local Exchange Service (i.e., residential or business bundles)  
☐ Other (explain) \_\_\_\_\_

**III. Tariffed Provisions/Services (To the extent offered, check all applicable and attach tariff pages):**

- ☒ Toll Presubscription  
☐ Intrastate Special and Switched Access Services to Carriers (facilities-based local carriers only)\*  
☒ N-1-1 Service  
☐ Pole Attachment and Conduit Occupancy  
☐ Pay Telephone Access Lines  
☐ Inmate Operator Service  
☐ Telephone Relay Service

\*Access service tariffs shall be maintained separately and are subject to the Commission's carrier-to-carrier rules found in Chapter 4901:1-7, Ohio Administrative Code.

**Part IV. – Attestation**

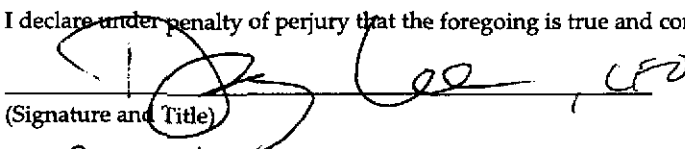
**Carrier hereby attests to its compliance with pertinent entries and orders issued by the Commission.**  
**Peerless Network of Ohio, LLC**

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I am an officer/agent of the carrier/telephone company, Peerless Network, and am authorized to make statements on it behalf.  
(Name)

I understand that Telephone companies have certain responsibilities to its customers under the Telecommunications Rules (Ohio Adm. Code 4901:1-6). These responsibilities include: warm line service; not committing unfair or deceptive acts and practices; truth in billing requirements; and slamming and preferred carrier freeze requirements. We will comply with the rules of the state of Ohio and understand that non-compliance 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.

  
(Signature and Title)

02 Sept 2011  
(Date)

**REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES  
APPLYING TO LOCAL, MESSAGE TOLL, AND LONG DISTANCE END-USER  
COMMUNICATIONS SERVICES WITHIN  
THE STATE OF OHIO**

**THIS TARIFF REPLACES PUCO TARIFF NO. 3 IN ITS ENTIRETY**

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Issued: September 2, 2011

Effective: September 9, 2011

Issued under the Authority of the Public Utilities Commission of Ohio,  
Dated August 22, 2008 in Case No. 08-0611-TP-ACE

Issued By:

Director Regulatory Affairs  
222 S Riverside Plaza, Suite 2730  
Chicago, IL 60606

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EXPLANATION OF SYMBOLS, REFERENCE MARKS, AND ABBREVIATIONS OF TECHNICAL  
TERMS USED IN THIS TARIFF

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.   |
| T | To signify a change in text but no change in rate or regulation. |

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APPLICATION OF TARIFF

This tariff sets forth the competitive service offerings, rates, terms and conditions applicable to the furnishing of intrastate end-user communications services by Peerless Network of Ohio, LLC, to customers within the State of Ohio. The Company will offer service under the following name: Peerless Network of Ohio. All names are service marks of the Company. Certain terms used generally throughout this tariff are defined below.

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SECTION 1: DEFINITIONS

Access Line: A transmission path, which connects a subscriber location to the carrier's terminal location or switching center.

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

Automatic Number Identification (ANI): Allows the automatic transmission of a caller's billing account telephone number to a local exchange company, interexchange carrier or a third party subscriber. The primary purpose of ANI is to allow for billing of toll calls.

Bandwidth: The total frequency band, in hertz, allocated for a channel.

Bit: The smallest unit of information in the binary system of notation.

Call Forwarding:

Call Forwarding Station: Allows calls directed to a station line to be routed to a user defined line inside or outside the customer's telephone system.

Call Forwarding System: Permits calls attempting to terminate to a busy station line to be re-directed to a predetermined line inside or outside the customer's telephone system.

Call Forwarding Remote: This optional feature allows a user to activate/deactivate the Call Forwarding - All Calls feature or change the forwarded to telephone number from a remote location.

Call Forwarding Busy: Allows incoming calls to a busy station to be routed to a preselected station line or attendant within the same system or outside the system. Intercom calls can be arranged to be forwarded to a number different from DID calls.

Call Forwarding Don't Answer: Allows incoming calls to be automatically routed to a preselected station line or attendant in the same system or outside the system, when the called station is not answered after a preset number of rings. Intercom calls can be arranged to be forwarded to a number different from DID calls.

Call Forwarding Variable Limited: When this feature is activated by a station line user or the attendant, incoming calls to the activated station line or attendant position will be automatically routed to any other selected station line, within the same Centrex system, or to the attendant position. The attendant may also activate this feature for a station line user.

Call Forwarding Variable Unlimited: The same as Call Forwarding Variable Limited except incoming calls may be automatically routed to a telephone number outside the Centrex system or to lines within the same Centrex system. The attendant may not activate this feature to a telephone number outside the Centrex system use. Calls forwarded outside the Centrex system are subject to the appropriate charges for local and toll messages.

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SECTION 1: DEFINITIONS

Call Hold: Allows the user to hold one call for any length of time provided that neither party goes on-hook.

Call Park: Allows a station line to park a call against its own line number. The parked call can be retrieved from any station line by dialing a feature code and the line number against which the call is parked.

Call Pickup: Allows a station line to answer incoming calls to another station line within a defined call pickup group. Call pickup is provided on individual station lines within a customer group.

Call Transfer: Allows a station line user to transfer any established call to another station line inside or outside the customer group without the assistance of the attendant.

Call Waiting: Permits a line in the talking state to be alerted by a tone when another call is attempting to complete to the line. Audible ringing is returned to the originating line. The Service also provides a hold feature that is activated by a switch-hook flash.

Calling Party Number: (CPN) means a Signaling System 7 parameter whereby the ten (10) digit number is used to identify the calling or originating party.

Communications Services: The Company's intrastate toll and local exchange switched telephone services offered for both intraLATA and interLATA use.

Company, Peerless Network of Ohio, or Peerless Network: Peerless Network of Ohio, LLC, the issuer of this tariff.

Customer or Subscriber: The person, firm, government agency or entity, partnership, association, joint-stock company, trust or corporation or corporation that orders or uses the Company's service and is responsible for the payment of charges and compliance with the Company's regulations.

Customer Proprietary Network Information (CPNI): Information that relates to the quantity, technical configuration, type, destination, location, and amount of use of a telecommunications service subscribed to by any customer of a the Company and that is made available to the Company by the customer solely by virtue of the Company-customer relationship; and information contained in the bills pertaining to telephone exchange service or telephone toll service received by a customer of a carrier; except that such term (CPNI) does not include subscriber list information.

Dedicated Access Lines ("DAL"): A group of leased lines which interconnect a switching system to a dedicated subscriber.

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SECTION 1: DEFINITIONS

Dedicated Inbound Calls: Refers to calls that are terminated via dedicated access facilities connecting the Customer's premises and the Company's POP. This service is offered to the extent facilities are available and where the Company and the Customer jointly arrange for the establishment of dedicated access facilities connecting the Customer's trunk-compatible PBX or other suitable equipment to the Company's POP. The Customer shall be responsible for all costs and charges associated with the dedicated access facilities.

Dedicated Outbound Calls: Refers to service that is offered to the extent facilities are available in those cases where the Company and the Customer jointly arrange for the establishment of dedicated access facilities connecting the Customer's trunk-compatible PBX or other suitable equipment to the Company's Point of Presence (POP). The Customer shall be responsible for all costs and charges associated with the dedicated access facilities.

Dial Pulse (or "DP"): The pulse type employed by rotary dial station sets.

DID Trunk: A form of local switched access that provides the ability for an outside party to call an internal extension directly without the intervention of the company operator.

Direct Inward Dial (or "DID"): A service attribute that routes incoming calls directly to stations, bypassing a central answering point.

Direct Outward Dial (or "DOD"): A service attribute that allows individual station users to access and dial outside numbers directly.

Disconnection: The disconnection of a circuit, dedicated access line or port connection being used for existing service.

Do Not Disturb: Permits the attendant to cut off a single station line and selected groups of station lines from receiving incoming and station-to-station calls.

DSX-1 Panel: Distribution equipment used to terminate and administer DS1 (1.544 Mbps) circuits.

Digital Signal Level 1 (DS1): The 1.544 Mbps first level signal in the time division multiplex hierarchy.

Duplex Service: Service which provides for simultaneous transmission in both directions.

FCC: The Federal Communications Commission

Fiber Optic Cable: A thin filament of glass with a protective outer coating through which a light beam carrying communications signals may be transmitted by means of multiple internal reflections to a receiver, which translates the message.

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SECTION 1: DEFINITIONS

Grandfathered: Services ordered under the provisions of this tariff but are no longer available to new customers.

Hunting: Routes a call to an idle station line in a prearranged group when the called station line is busy.

Individual Case Basis: A condition in which the regulations (if applicable), rates and charges for an offering under the provision of this tariff are developed based on the circumstance in each case.

Interconnection: The connection of telephone equipment to the network; also, the connection of one carrier with another, i.e., the interface between carriers.

Interexchange Service: Any of the Company's service offerings which provide switched communications between Local Exchange Carrier defined exchange service areas. Interexchange Services include, but are not limited to MTS, Toll Free Service and Other Service Arrangements.

Joint User: A person, firm or corporation that is designated by the Customer as a user of services furnished to the Customer by Peerless Network of Ohio and to whom a portion of the charges for the service will be billed under a joint user arrangement as specified herein.

Kbps: Kilobits per second, denotes thousands of bits per second.

Last Number Redial: Enables a station line user to redial the last called number by use of an access code rather than dialing the entire number.

LATA: A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4.

Local Exchange Carrier or ("LEC"): Denotes any individual, partnership, association, joint-stock company, trust or corporation engaged in providing switched communication within an exchange.

Loss: The value placed on injury or damages due to an accident caused by another's negligence, a breach of contract or other wrongdoing.

Mbps: Megabits, denotes millions of bits per second.

Multi-Frequency or ("MF"): An inter-machine pulse-type used for signaling between telephone switches or between telephone switches and PBX/key systems.

North American Numbering Plan (NANP): A three-digit area code (also known as a Number Plan Area (NPA), and a seven digit telephone number, made up of a three digit central office code and a four-digit station number.

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**SECTION 1: DEFINITIONS**

**Point of Presence ("POP"):** Point at which responsibility for handling traffic changes over from the local telephone operating company to the interexchange carrier.

**Premises:** The space designated by a Subscriber as its place or places of business for termination of service (whether for its own communications needs or for its resale subscribers).

**Primary InterLATA Carrier ("PIC")** - Long distance carrier designated by a telephone subscriber to provide him with interLATA service without having to dial a special access code.

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

**Service Commencement Date:** The first day following the date on which the Company notifies the Customer that the requested service or facility 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. The Company and Customer may mutually agree on a substitute Service Commencement Date.

**Service Order:** The written request for Network 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, but the duration of the service is calculated from the Service Commencement Date.

**Speed Calling:** Permits a station line user to dial selected numbers by using fewer digits than normally required. This is accomplished through the assignment of abbreviated codes to frequently called numbers. The speed-calling list is customer-changeable.

**State Commission:** The State agency responsible for the regulation of telecommunications service within a particular state's borders

**Station:** Allows a station line user to add, change or delete telephone numbers from a speed-calling list. The list is dedicated to the individual station line user.

**Subscriber-Provided Equipment** - Terminal equipment, as defined herein, provided by a subscriber

**System:** Allows shared use of speed calling list. A control station will add, change or delete telephone numbers from the list for the group.

SECTION 1: DEFINITIONS

Telecommunications Service: The offering of Telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, provided through a system of switches, transmission equipment, or other facilities (or combination thereof) by which a subscriber can originate and terminate a Telecommunications Service, regardless of the facilities used. Telecommunications Service generally provides the Customer with a telephonic connection to, and a unique telephone number address on, the public switched telecommunications network, and enables such Customer to place or receive calls to all other stations served by the public switched telecommunications network. It also provides service within a telephone exchange or within a connected system of telephone exchanges within the same exchange area operated to furnish subscribers intercommunicating service of the character ordinarily furnished by a single exchange

Terminal Equipment - Devices, apparatus and their associated wiring, such as teleprinters, telephone handsets, data sets, or microprocessors.

T1 - The basic 24-channel 1.544 Mbps pulse code modulation system as used in the United States.

Three-Way Calling: Allows a station line user to add a third party to an existing conversation.

Two-Way: A service attribute that includes outward dial capabilities for outbound calls and can also be used to carry inbound calls to a central point for further processing.

User or End User: A Customer, Joint User, or any other person authorized by Customer to use service provided under this tariff.

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SECTION 2: REGULATIONS2.1 Undertaking of the Company2.1.1 Scope

The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission between points within the State of Ohio.

Customers and users may use services and facilities provided under this tariff to obtain access to services offered by other service providers. The Company is responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own customers.

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.

SECTION 2: REGULATIONS

2.1 Undertaking of the Company (cont'd.)

2.1.3 Terms and Conditions

- A) Service is provided on the basis of a minimum period of at least one month, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have 30 days.
- B) Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- C) Except as otherwise stated in this Tariff, at the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon 30 days written notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- D) In any action between the parties to enforce any provision of this tariff, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.

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SECTION 2: REGULATIONS

2.1 Undertaking of the Company (cont'd.)

2.1.3 Terms and Conditions (cont'd.)

- E) Service may be terminated upon written notice to the Customer if:
- 1) the Customer is using the service in violation of this tariff; or
  - 2) the Customer is using the service in violation of the law.
- F) This tariff shall be interpreted and governed by the laws of the State of Ohio without regard for its choice of laws provision.
- G) To the extent that either the Company or any Other Telephone Company or network provider exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its' customers. At the reasonable request of either party, the Company and the Other Telephone Company or network provider shall join the attempt to obtain from the owner of the property access for the other party to serve a person or entity.

SECTION 2: REGULATIONS2.1 Undertaking of the Company (cont'd.)2.1.4 Liability of the Company

- A) Except as otherwise stated in this Tariff, the liability of the Company for damages arising out of the furnishing of its 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 or omission, shall be limited to the extension of allowances for interruption as set forth in Section 2.7. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.
- B) 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 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.
- C) The Company shall not be liable for:
  - 1) any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for interconnection with Network Services; or
  - 2) for the acts or omissions of common carriers or warehousemen.
- D) 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 equipment or facilities provided by the Customer or third parties.

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SECTION 2: REGULATIONS2.1 Undertaking of the Company (cont'd.)2.1.4 Liability of the Company (cont'd.)

- E) 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. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this Section 2.1.4(E) as a condition precedent to such installations.
- F) The Company is not liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company's agents or employees.
- G) The Company shall be indemnified, defended and held harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to claims for libel, slander, invasion of privacy or infringement of copyright in connection with the material transmitted over the Company's facilities; and any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of the Company's facilities.
- H) The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid the Company by the Customer for the specific services in the month in which the event giving rise to the liability occurred. No action or proceeding against the Company shall be commenced more than one year after the event giving rise to the liability occurred.
- I) 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.

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SECTION 2: REGULATIONS2.1 Undertaking of the Company (cont'd.)2.1.4 Liability of the Company (cont'd.)

- J) The Company shall indemnify, defend, and hold harmless the Customer from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for any injury to persons or property, and any interruption of, interference to, or other defect in any service provided by the Company to any third party, if such injury, interruption, interference, or other defect was not caused by any negligent or intentional act or omission of the Customer or any of its officers, employees, agents, invitees, or contractors.

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

SECTION 2: REGULATIONS2.1 Undertaking of the Company (cont'd.)2.1.6 Provision of Equipment and Facilities

- A) The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- B) The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- C) The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- D) Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.
- E) The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the Premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.
- F) The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities 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. Subject to 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

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SECTION 2: REGULATIONS2.1 Undertaking of the Company (cont'd.)2.1.6 Provision of Equipment and Facilities (cont'd.)

- 2) the reception of signals by Customer-provided equipment; or
  - 3) network control signaling where such signaling is performed by customer provided network control signaling equipment.
- G) Except as otherwise indicated, customer provided station equipment at the Customer's premises for use in connection with this service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.

2.1.7 Non routine Installation

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

2.1.8 Special Construction

Subject to the agreement 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 facilities are not presently available and there is no other requirement for the facilities so constructed;
- B) of a type other than that which the Company would normally utilize in the furnishing of its services;
- C) over a route 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;



SECTION 2: REGULATIONS

2.1 Undertaking of the Company (cont'd.)

2.1.8 Special Construction (cont'd.)

- 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.

2.1.9 Ownership of Facilities

Title to all facilities provided in accordance with this tariff remains in the Company, its agents or contractors. Equipment furnished by the Company on the premises of a subscriber is the property of the Company.

SECTION 2: REGULATIONS

2.2 Prohibited Uses

- A) The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- B) The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and Ohio Commerce Commission regulations, policies, orders, and decisions.
- C) The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.
- D) A customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this tariff will apply.

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SECTION 2: REGULATIONS2.3 Obligations of the Customer2.3.1 General

The Customer shall be responsible for:

- A) the payment of all applicable charges pursuant to this tariff;
- B) damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- 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 and conduit necessary for installation of fiber optic cable and associated equipment used to provide Communications Services to the Customer from the cable building entrance or property line to the location of the equipment space described in Section 2.3.1(C). Any and all costs associated with the obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service.
- E) providing a safe place to work and complying with all laws and regulations regarding the *working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment*. The Customer may 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 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;

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SECTION 2: REGULATIONS

2.3 Obligations of the Customer (cont'd.)

2.3.1 General (cont'd.)

- F) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1(D); 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 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 will be made for the period during which service is interrupted for such purposes.

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SECTION 2: REGULATIONS2.3 Obligations of the Customer (cont'd.)2.3.2 Liability of the Customer

- A) The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invitees, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- B) To the extent caused by any negligent or intentional act of the Customer as described in (A), preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, (2) the death of or injury to persons, including, but not limited to, employees or invitees of either party, and (3) any liability incurred by the Company to any third party pursuant to this or any other tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.
- C) The Customer shall not assert any claim against any other customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this Tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other customer or user and not by any act or omission of the Company. Nothing in this Tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.
- D) Neither subscriber's landlord nor landlord's officers, agents or employees, the building management or any party in interest to the lease under which subscriber occupies space in the building shall have any liability to subscriber arising from the provision or operation of the services and service-related equipment referred to herein, or the interruption or failure thereof from any cause whatsoever.

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SECTION 2: REGULATIONS2.4 Customer Equipment and Channels2.4.1 General

A User may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A User may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.

2.4.2 Station Equipment

- A) Terminal equipment on the User's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company Point of Connection.
- 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 to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

SECTION 2: REGULATIONS

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 Communications Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- B) Communications Services may be connected to the services or facilities of other communications carriers only when authorized by and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.
- C) Facilities furnished under this tariff may be connected to customer provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all User-provided wiring shall be installed and maintained in compliance with those regulations.
- D) Users may interconnect communications facilities that are used in whole or in part for interstate communications to services provided under this tariff only to the extent that the user is an "end user" as defined in Section 69.2(m), Title 47, Code of Federal Regulations (1992 edition).

SECTION 2: REGULATIONS

2.4 Customer Equipment and Channels (cont'd.)

2.4.4 Inspections

- A) Upon suitable 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, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- B) If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action, as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.



SECTION 2: REGULATIONS2.5 Customer Deposits and Advance Payments2.5.1 Advance Payments

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount up to two months of estimated monthly usage charges. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill. An advance payment may be required in addition to a deposit.

SECTION 2: REGULATIONS2.5 Customer Deposits and Advance Payments (cont'd)2.5.2 Deposits

- A) To safeguard its interests, the Company may require the Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to:
- 1) three month's charges for a service or facility which has a minimum payment period of one month; or
  - 2) the charges that would apply for the minimum payment period for a service or facility which has a minimum payment period of more than one month; except that the deposit may include an additional amount in the event that a termination charge is applicable.
- B) A deposit may be required in addition to an advance payment.
- C) When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account. If the amount of the deposit is insufficient to cover the balance due to the Customer's account, the Company retains the right to collect any amounts owing after the deposit has been applied plus any costs related to the collection of any remaining balance.
- D) Deposits held will accrue interest at a rate specified by the Public Service Commission of Ohio without deductions for any taxes on such deposits. Interest will not accrue on any deposit after the date on which reasonable effort has been made to return it to the Customer.

SECTION 2: REGULATIONS2.6 Payment Arrangements2.6.1 Payment for Service

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer. The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however, designated) (excluding taxes on the Company's net income) imposed on or based upon the provision, sale or use of Network Services.

2.6.2 Billing and Collection of Charges

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

- A) Non-recurring charges are due and payable within 30 days after the date of the invoice.
- B) The Company shall present invoices for monthly Recurring Charges as well as usage charges to the Customer for the preceding billing period.
- 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 fraction of the month in which service was furnished will be calculated on a pro rate 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 day 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 upon presentment, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the date due, multiplied by a late factor. The late factor shall be the lesser of:

SECTION 2: REGULATIONS

2.6.2 Billing and Collection of Charges (cont'd.)

- 1) a rate of 1.5 percent per month; or
  - 2) the highest interest rate which may be applied under state law for commercial transactions.
- F) The Customer will be assessed a charge of twenty-five dollars (\$25.00) for each check submitted by the Customer to the Company which a financial institution refuses to honor.
- G) Customers have up to 90 days (commencing 5 days after remittance of the bill) to initiate a dispute over charges or to receive credits.
- H) If service is disconnected by the Company in accordance with Section 2.6.3 following and later restored, restoration of service will be subject to all applicable installation charges.

2.6.3 Discontinuance of Service for Cause

- A) Upon nonpayment of any amounts owing to the Company, the Company may, by giving 24 hours prior written notice to the Customer, discontinue or suspend service without incurring any liability.
- B) Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 24 hours 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.

SECTION 2: REGULATIONS2.6.3 Discontinuance of Service for Cause (cont'd.)

- 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.
- F) In the event of fraudulent use of the Company's network, the Company may without notice suspend or discontinue service. The Customer will be liable for all related costs as set forth in Section 2.9 of this tariff. The Customer will also be responsible for payment of any reconnection charges.
- G) Upon the Company's discontinuance of service to the Customer under Section 2.6.3(A) or 2.6.3(B), the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this 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 (discounted to present value at six percent).
- H) The Customer is responsible for providing adequate access lines to enable the Company to terminate all Toll Free Service calls to the Customer's telephone equipment. Should the Customer have insufficient access lines on which to terminate Toll Free Service calls, the Company reserves the right to request the Customer to add additional lines for call terminations. If, after 90 days, the Customer has not made the requested change, the Company, without incurring any liability, reserves the right to terminate the Customer's Toll Free Service, with 30 days written notice.

2.6.4 Notice to Company for Cancellation of Service

Customers desiring to terminate service shall provide Company thirty (30) days written notice of desire to terminate service. Notice should be sent to:

Peerless Network, INC  
222 S Riverside Plaza, Suite 2730  
Chicago, IL 60606  
Attn: Customer Care

SECTION 2: REGULATIONS2.6 Payment Arrangements (cont'd.)2.6.5 Cancellation of Application for Service

- A) Applications for service are non-cancelable unless the Company otherwise agrees. Where the Company permits the 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 net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun (all discounted to present value at six percent).
- C) Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- D) The special charges described in 2.6.5(A) through 2.6.5(C) will be calculated and applied on a case-by-case basis.

SECTION 2: REGULATIONS2.6 Payment Arrangements (cont'd.)2.6.6 Changes in Service Requested

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

2.6.7 Back Billing Procedure

- A) The Company will not include on subscriber's bill any previously unbilled charge for service furnished prior to three months immediately preceding the date of the bill, except as specified below.
- B) Subscriber's bill may include charges for service furnished up to five months prior to the date of the bill for:
  - 1) collect calls
  - 2) credit card calls
  - 3) third party calls
  - 4) "error file" calls (calls which cannot be billed due to the unavailability of complete billing information to the Company.)
- C) Subscriber's bill may include charges for service furnished up to one and a half (1 1/2) years prior to the date of the bill in circumstances involving toll fraud.

2.6.8 Establishment and Re-establishment of Credit

The Company reserves the right to examine the credit record of all applicants and subscribers. A subscriber whose service has been discontinued for nonpayment of bills will be required to pay any unpaid balance due to the Company and to re-establish credit.

SECTION 2: REGULATIONS2.7 Allowances for Interruptions in Service

*Interruptions in service, which are not due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth in 2.7.1 for the part of the service that the interruption affects.*

2.7.1 Credit for Interruptions

- A) The Company will grant a one (1) day credit for fixed charges for service allowance for any service interruption due to failure in the Company's facility. The Company will waive (1) month's fixed charges for any service interruption lasting more than five (5) hours in a billing month due to failure in the Company's facility. Credits will be payable only if the Customer has called in a trouble report within 3 days of the occurrence.
- B) A service interruption will be deemed to have occurred only if service becomes unusable to Customer as a result of failure of the Company's facility, equipment or personnel used to provide the service in question, and only where the interruption is not the result of: (i) the negligence or acts of Customer or its agents; (ii) the failure or malfunction of non-Company equipment or systems; (iii) circumstances or causes beyond the control of the Company; or (iv) a service interruption caused by service maintenance, alteration or implementation. Such credits will be granted only if: (a) Customer affords the Company full and free access to Customer's premises to make appropriate repairs, maintenance, testing, etc.; and (b) Customer does not continue to use the service on an impaired basis.
- C) The foregoing states Customer's sole remedy for service interruption under the Agreement and in no event shall the Company be liable for any direct, indirect, incidental, consequential, punitive or special damages to Customer as result of any of the Company's service, equipment, facilities, person or system provided or utilized under this Agreement.



SECTION 2: REGULATIONS

2.7.2 Limitations on Allowances

No credit allowance will be made for:

- A) interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer, authorized user, joint user, or other common carrier providing service connected to the service of the Company;
- B) interruptions due to the negligence of any person other than the Company, including but not limited to the Customer or other common carriers connected to the Company's facilities;
- C) interruptions due to the failure or malfunction of non-Company equipment;
- D) interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- E) interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- F) interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements; and
- G) due to circumstances or causes beyond the control of Company; and
- H) that occur or continue due to the Customer's failure to authorize replacement of any element of special construction.

2.7.3 Cancellation For Service Interruption

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of 8 hours or more or cumulative service credits equaling 16 hours in a continuous 12-month period. The right to cancel service under this provision applies only to the single circuit which has been subject to the outage or cumulative service credits.

SECTION 2: REGULATIONS2.8 Cancellation of Service/Termination Liability

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 in Section 2.7.1), Customer agrees to pay to Company termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in Section 2.6.2.

Upon cancellation or termination of service hereunder, Customer will make service available for removal, which will be accomplished by the Company in a careful and reasonably expeditious fashion. If Customer does not make the service or equipment available for removal by the Company, then in addition to all other remedies at law or equity available to the Company, all obligations of Customer will remain in force and effect until removal is accomplished. Customer will continue to pay charges for services during such period.

SECTION 2: REGULATIONS

2.8 Cancellation of Service/Termination Liability (cont'd.)

2.8.1 Termination Liability

Customer's termination liability for cancellation of service shall be equal to:

- A) all unpaid Non-Recurring charges reasonably expended by Company to establish service to Customer, plus;
- B) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus;
- C) all Recurring Charges specified in the applicable Service Order for the balance of the then current term discounted at 8% per year.
- D) the reasonable removal of all equipment specially ordered to service customers, including: crating, shipping and insurance charges to Chicago, IL if the Company can utilize the Equipment.

SECTION 2: REGULATIONS2.9 Customer Liability for Unauthorized Use of the Network2.9.1 Unauthorized Use of the Network

Unauthorized use of the Network occurs when a person or entity that does not have actual, apparent, or implied authority to use the Network, obtains the Company's services provided under this tariff.

2.9.2 Liability for Calling Card Fraud

- A) The Customer is liable for the unauthorized use of the Network obtained through the fraudulent use of a Company calling card, provided that the unauthorized use occurs before the Company has been notified.
- B) A Company calling card is a telephone calling card issued by the Company at the Customer's request, which enables the Customer or user(s) authorized by the Customer to place calls over the Network and to have the charges for such calls billed to the Customer's account.
- C) The Customer must give the Company written notice that an unauthorized use of the Company calling card has occurred or may occur as a result of loss, theft or other reasons.
- D) The Customer is responsible for payment of all charges for services furnished to the Customer or to users authorized by the Customer to use service provided under this tariff. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by third parties, the Customer's employees, or the public.
- E) The Customer is liable for all charges incurred as a result of unauthorized use of the Network, including incidental and consequential damages. In addition, the Customer is responsible for payment of any charges related to the suspension and/or termination of service and any charges for reconnection of service.

SECTION 2: REGULATIONS

2.9 Customer Liability for Unauthorized Use of the Network (cont'd.)

2.9.3 Liability for Credit Card Fraud and Other Unauthorized Use

- A) The Customer is liable for the unauthorized use of the Network obtained through the fraudulent use of a credit card, provided: (1) the card is an accepted credit card, and (2) the unauthorized use occurs before the Company has been notified. An accepted credit card is any credit card that a cardholder has requested or applied for and received, or has signed, used, or authorized another person to use to obtain credit. Any credit card issued as a renewal or substitute in accordance with this paragraph is an accepted credit card when received by the cardholder.
- B) The liability of the Customer for unauthorized use of the Network by credit card fraud will not exceed the lesser of \$50 or the amount of money, property, labor, or services obtained by the unauthorized user before notification to the Company.
- C) The Customer must give the Company written notice that an unauthorized use of the credit card has occurred.

SECTION 2: REGULATIONS2.10 Use of Customer's Service by Others2.10.1 Resale and Sharing

Any service provided under this tariff may be resold to or shared with other persons at the option of Customer, subject to compliance with any applicable laws or the Public Service Commission of Ohio regulations governing such resale or sharing. The Customer remains solely responsible for all use of services ordered by it or billed to its telephone number(s) pursuant to this tariff, for determining who is authorized to use its services, and for notifying the Company of any unauthorized use.

2.10.2 Joint Use Arrangements

Joint use arrangements will be permitted for all services provided under this tariff. From each joint use arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the service will be allocated. The Company will accept orders to start, rearrange, relocate, or discontinue service only from the Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the service, each joint user shall be responsible for the payment of the charges billed to it.

SECTION 2: REGULATIONS2.11 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties:

- A) to any subsidiary, parent company or affiliate of the Company; or
- 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.

2.12 Notices and Communications

- A) 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.
- B) The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill. Mail or other communications should be delivered to:  
Peerless Network, INC  
222 S Riverside Plaza, Suite 2730  
Chicago, IL 60606  
Attn: Customer Care
- C) 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 business day following placement 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.
- D) 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.

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## SECTION 2: REGULATIONS

### 2.13 Individual Case Basis (ICB) Arrangements

Arrangements will be developed on a case-by-case basis 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. Contracts will be used in the circumstance of Individual Case Basis ("ICB") service offerings. The terms and conditions of each contract offering are subject to the agreement of both the Customer and Company. Such contract offerings will be made available to similarly situated Customers in substantially comparable circumstances. Contracts are obtainable to any similarly situated Customer that places an order within 90 days of their effective date. In the event of a conflict between the Customer and the Company, the contract will take precedence over this tariff in regards to resolution of the conflict. Contracts are subject to applicable law of a competent jurisdiction.

### 2.14 Emergency Telephone System (911) Surcharges

#### Police and Fire Protection Fee

As passed by the state Legislature and recently signed into law as part of the state's 2009- 2011 biennial budget (2009 Ohio Act 28), beginning on September 1, 2009, we will be required to collect a new monthly fee of \$0.75 per connection. This new fee will appear on your bill as a line-item for the "Police and Fire Protection Fee." The fee will be applied to all communications service connections with an assigned telephone number (i.e. landline, wireless, cable telephony etc.) including a communication service provided via a voice over Internet protocol connection (VoIP). A separate \$0.75 fee per month will be imposed as each of the first ten connections; the fee for connections over 10 will be \$0.075 per connection. The amounts collected from these fees will be remitted to the state and ultimately be distributed back to local units of government under the county and municipal aid program to support continued funding of police and fire protection services. This fee is mandated by state law.

### 2.15 Restoration of Service

A restoration charge applies to the re-establishment of service and facilities suspended because of nonpayment of bills and is payable at the time that the re-establishment of the service and facilities suspended is arranged for. The restoration charge does not apply when, after disconnection of service, service is later re-established. The following rates apply per occasion:

|              | <u>Non-Recurring</u> |
|--------------|----------------------|
| Per occasion | \$50.00              |

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SECTION 2: REGULATIONS2.16 Service Trip Charge

If an on-premise visit by the Company is required for trouble or service difficulties not resultant from the Company's provided equipment, a Service Trip Charge may assessed to the subscriber for the visit by the Company and reasonable hourly charges by the technician. The following rates apply per visit:

Non-Recurring

|           |          |
|-----------|----------|
| Per visit | \$100.00 |
|-----------|----------|

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SECTION 3: APPLICATIONS OF RATES

3.1 Introduction

The regulations set forth in this section govern the application of rates for services contained in other sections of this tariff.

3.2 Charges Based on Duration of Use

Where charges for a service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

- A) Calls are measured in durational increments identified for each service. All calls which are fractions of a measurement increment are rounded-up to the next whole unit.
- B) Timing on completed calls begins when the called party answers the call. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s). Timing for operator service person-to-person calls start with completion of the connection to the person called or an acceptable substitute, or to the PBX station called.
- C) Timing terminates on all calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier.
- D) Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.
- E) All times refer to local time.

---

SECTION 3: APPLICATIONS OF RATES3.3 Rates Based Upon Distance

Where charges for a service are specified based upon distance, the following rules apply:

- A) Distance between two points is measured as airline distance between the rate centers of the originating and terminating telephone lines. The rate center is a set of geographic coordinates, as referenced in the Local Exchange Routing Guide issued by Telcordia, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number). Where there is no telephone number associated with an access line on the Company's network (such as a dedicated Toll Free Service or WATS access line), the Company will apply the rate center of the Customer's main billing telephone number.
- B) The airline distance between any two rate centers is determined as follows:
- 1) Obtain the "V" (vertical) and "H" (horizontal) coordinates for each rate center from the above-referenced Telcordia document.
  - 2) Compute the difference between the "V" coordinates of the two rate centers; and the difference between the two "H" coordinates.
  - 3) Square each difference obtained in step (2) above.
  - 4) Add the square of the "V" difference and the square of the "H" difference obtained in step (3) above.
  - 5) Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.
  - 6) Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

$$7) \quad \text{FORMULA} = \sqrt{\frac{(V1 - V2)^2 + (H1 - H2)^2}{10}}$$

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SECTION 4: SERVICE AREAS

4.1 Local Exchange Service Areas

Local Exchange Service Areas (EASA) are provided (pursuant to Section 5.1) in limited geographic areas.

The Company mirrors the local calling service areas, where it provides service in those areas, which are served by Ohio Bell, Inc as listed in their Intrastate Services and Equipment Tariff, Part 4 and TDS Telecom, as listed in their General Exchange Tariff, Section 5, tariffs as filed with the Public Service Commission of Ohio.

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SECTION 4: SERVICE AREAS

4.2 Calling Areas

Geographically defined Local Calling Areas<sup>1</sup> are associated with each Local Exchange Service provided pursuant to Section 5.1.

The Company mirrors the local calling service areas, where it provides service in those areas, which are served by Ohio Bell, Inc as listed in their Intrastate Services and Equipment Tariff, Part 4 and TDS Telecom, as listed in their General Exchange Tariff, Section 5, tariffs as filed with the Public Service Commission of Ohio.

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<sup>1</sup> Rates and rate plans for Local and IntraLATA Calling Area calls placed over Company-provided Local Exchange Service are set forth in Section 7.

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SECTION 5: LOCAL EXCHANGE SERVICE5.1 General

Local Exchange Service provides a Customer with a telephonic connection and a unique telephone number address on the public switched telecommunications network. Each Local Exchange Service enables users to:

- A) receive calls from other stations on the public switched telecommunications network;
- B) access other services offered by the Company as set forth in this tariff;
- C) access certain interstate and international calling services provided by the Company;
- D) access (at no additional charge) the Company's operators and business office for service related assistance;
- E) access (at no additional charge) emergency services by dialing 0- or 9-1-1; and
- F) access services provided by other common carriers which purchase the Company's Switched Access services as provided under the Company's Federal and State tariffs, or which maintain other types of traffic exchange arrangements with the Company.
- G) Local Exchange Service cannot be used to originate calls to other telephone companies' caller-paid information services (e.g. NPA 900, NXX 970, 540, etc.). Calls to those numbers and other numbers used for caller-paid information services will be blocked. Calls to numbers "NXX 976" will also be blocked unless otherwise specified by the Customer at the time service is ordered. Should a customer request unblocking for access to a caller-paid information service, the Company will bill and collect on behalf of the telephone companies' information provider holding the customer fully liable for all charges incurred for use of the information provider's service.

SECTION 5: LOCAL EXCHANGE SERVICE

5.1 General (cont'd.)

Each Local Exchange Service is available on a "Full" service basis, whereby service is delivered to a demarcation/connection block at the customer's premises.

The following Local Exchange Services are offered:

Basic Line Service (both Residential and Business)  
Basic Trunk Service

5.1.1 Monthly access rates for network access lines are determined by class of service and by rate group.

5.1.2 The appropriate rate group for each district is shown in section 5.2 following.

SECTION 5: LOCAL EXCHANGE SERVICE5.2 Basic Trunk Service

Basic Trunk Service provides a Customer with a single, voice-grade telephonic communications channel which can be used to place or receive one call at a time. Basic Trunks are provided for connection of Customer-provided private branch exchanges (PBX) to the public switched telecommunications network. Each Basic Trunk is provided with touch tone signaling and may be configured into a hunt group with other Company-provided Basic Trunks.

Non-recurring and Recurring charges per Basic Trunk apply as follows:

|                   | <u>Non-Recurring Charge</u> | <u>Recurring Charge</u> |
|-------------------|-----------------------------|-------------------------|
| All Service Areas | \$500.00                    | \$35.00                 |

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**SECTION 6: LOCAL AND INTRALATA CALLING SERVICE****6.1 Description**

Local and IntraLATA Calling Service provides a Customer with the ability to originate calls from a Company-provided access line to all other stations on the public switched telephone network bearing the designation of any central office exchanges, areas, and zones included in the caller's local and IntraLATA calling areas, but within the caller's LATA.

**6.2 Time Periods**

Peak, Mid-Peak and Off-Peak rates apply as follows:

| Rates    | From    | To But Not Including | Days            |
|----------|---------|----------------------|-----------------|
| Peak     | 8:00 AM | 5:00 PM              | Monday-Friday   |
| Off-Peak | 5:00 PM | 8:00 AM              | Monday-Friday   |
|          | 8:00 AM | 8:00 AM              | Saturday-Sunday |
|          | 8:00 AM | 8:00 AM              | Holidays*       |

\*Holidays include New Year's Day (January 1), Memorial Day (the last Monday in May), Independence Day (July 4), Labor Day (the first Monday in September), Thanksgiving Day (the fourth Thursday in November), and Christmas Day (December 25).

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SECTION 6: LOCAL AND INTRALATA CALLING SERVICE

6.3 Rates

The rates set forth in this section apply to all direct-dialed local and IntraLATA calls.

6.3.1 Rates for Local Calling

Per minute charges apply for each call. Timing is in whole minute increments, with a minimum charge of one minute per call.

Per minute      \$0.02

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SECTION 7: MESSAGE TOLL SERVICE7.1 Description

Message Toll Service enables a User of a Local Exchange line provided by the Company or another certified local exchange carrier to place calls to any station on the public switched telecommunications network bearing an NPA-NXX designation associated with points outside the customer's Local Calling Area, but within the State of Ohio.

MTS calls will be billed in 1 minute increments.

The service is offered in two variations depending upon the method the Customer employs to gain access to the Company's network for use of the service:

- A) Subscriber MTS enables Users of Company-provided Local Exchange Services to place calls to any station on the public switched telecommunications network bearing an NPA-NXX designation associated with points outside the Customer's Local Calling Area, but within the State of Ohio.
- B) Pre-subscriber MTS enables a User of a Local Exchange line provided by another certified local exchange carrier, which has been pre-subscribed by the Customer to the Company's Pre-Subscribed MTS to originate calls to any station on the public switched telecommunications network within the State of Ohio. Calls to stations bearing an NPA-NXX designation associated with a point outside the Customer's LATA may be placed by dialing 1 + the 10-digit number. Calls to stations bearing an NPA-NXX designation associated with a point inside the Customer's LATA may be placed by dialing 10XXX or 101XXXX + 1 + the 10-digit telephone number.

7.2 Rates

The rates set forth below are for all direct dialed Message Toll Service (MTS) calls.

|                          | <u>Rate per 1<sup>st</sup> minute</u> | <u>Each additional minute</u> |
|--------------------------|---------------------------------------|-------------------------------|
| A) <u>Subscriber</u>     | \$0.09                                | \$0.035                       |
| B) <u>Pre-Subscriber</u> | \$0.10                                | \$0.040                       |

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SECTION 8: LONG DISTANCE SERVICE8.1 Description

Long Distance Service enables a User of a Local Exchange line provided by the Company or another certified local exchange carrier to place calls to any station on the public switched telecommunications network bearing an NPA-NXX designation associated with points outside of the State of Ohio.

Long Distance calls will be billed in 6-second increments with an initial billing period of 18 seconds.

The service is offered in two variations depending upon the method the Customer employs to gain access to the Company's network for use of the service:

- A) Subscriber Long Distance enables Users of Company-provided Local Exchange Services to place calls to any station on the public switched telecommunications network bearing an NPA-NXX designation associated with points outside the State of Ohio.
- B) Pre-subscriber Long Distance enables a User of an Local Exchange line provided by another certified local exchange carrier, which has been pre-subscribed by the Customer to the Company's Pre-Subscribed Long Distance Service to originate calls to any station on the public switched telecommunications network within the State of Ohio. Calls to stations bearing an NPA-NXX designation associated with a point outside the State of Ohio may be placed by dialing 1 + the 10-digit number. Calls to stations bearing an NPA-NXX designation associated with a point inside the Customer's LATA may be placed by dialing 10XXX or 101XXXX + 1 + the 10-digit telephone number.

8.2 Rates

The rates set forth below are for all direct dialed Long Distance calls.

|                          | <u>Rate per minute</u> |
|--------------------------|------------------------|
| A) <u>Subscriber</u>     | \$0.10                 |
| B) <u>Pre-Subscriber</u> | \$0.12                 |

CARRIER TO CARRIER SERVICES TARIFF

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Ohio

TELECOMMUNICATIONS CARRIER-TO-CARRIER ACCESS SERVICES TARIFF

OF

**PEERLESS NETWORK OF OHIO, LLC**

This rate sheet contains the descriptions, regulations and rates applicable to the furnishing of competitive carrier to carrier and access services and facilities for telecommunications services provided by PEERLESS NETWORK OF OHIO, LLC ("Peerless") within the State of Ohio. This rate sheet is on file with the Public Utilities Commission of Ohio. Copies may be inspected during normal business hours at the Company's principal place of business at 222 S Riverside Plaza, Suite 2730, Chicago, IL 60606.

THIS TARIFF REPLACES CARRIER TO CARRIER SERVICES TARIFF NO. 3 IN ITS ENTIRETY

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Peerless Network of Ohio, LLC  
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Chicago, IL 60606

CARRIER TO CARRIER SERVICES TARIFF

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**SECTION 1 – DEFINITIONS (continued)****CHECK SHEET**

Sheets of this rate sheet are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original rate sheet and are currently in effect as of the date on the bottom of this sheet.

| <b>SHEET</b> | <b>REVISION</b> | <b>SHEET</b> | <b>REVISION</b> | <b>SHEET</b> | <b>REVISION</b> |
|--------------|-----------------|--------------|-----------------|--------------|-----------------|
| 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        |              |                 |              |                 |
| 16           | Original        |              |                 |              |                 |
| 17           | Original        |              |                 |              |                 |
| 18           | Original        |              |                 |              |                 |
| 19           | Original        |              |                 |              |                 |
| 20           | Original        |              |                 |              |                 |
| 21           | Original        |              |                 |              |                 |
| 22           | Original        |              |                 |              |                 |
| 23           | Original        |              |                 |              |                 |
| 24           | Original        |              |                 |              |                 |
| 25           | Original        |              |                 |              |                 |

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CARRIER TO CARRIER SERVICES TARIFF

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**SECTION 1 – DEFINITIONS (continued)**

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CARRIER TO CARRIER SERVICES TARIFF

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**SECTION 1 – DEFINITIONS (continued)**

**SYMBOLS**

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

- D** - Delete or discontinue.
- I** - Change resulting in an increase to a customer's bill.
- M** - Moved from another rate sheet location.
- N** - New.
- R** - Change resulting in a reduction to a customer's bill.
- T** - Change in text or regulation but no change in rate or charge.

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CARRIER TO CARRIER SERVICES TARIFF

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**SECTION 1 – DEFINITIONS (continued)****RATE SHEET FORMAT**

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

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CARRIER TO CARRIER SERVICES TARIFF

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**SECTION 1 – DEFINITIONS (continued)****SECTION 1 - DEFINITIONS**

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

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

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

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

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

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

**Carrier:** The carrier that orders from, uses or subscribes to the service in this tariff.

**Commission:** Refers to the Public Utility Commission of Ohio

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

**Company:** Peerless Network of Ohio, LLC, issuer of this rate sheet

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

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

**Customer Proprietary Network Information (CPNI):** Information that relates to the quantity, technical configuration, type, destination, location, and amount of use of a telecommunications service subscribed to by any customer of a the Company and that is made available to the Company by the customer solely by virtue of the Company- customer relationship; and information contained in the bills pertaining to telephone exchange service or telephone toll service received by a customer of a carrier; except that such term (CPNI) does not include subscriber list information.

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CARRIER TO CARRIER SERVICES TARIFF

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**SECTION 1 – DEFINITIONS (continued)**

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

**End Office Switch:** A local telephone switching system established to provide local exchange service and/or exchange access service.

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

**Entrance Facility:** A trunk facility connecting the Customer's point of presence with the local switching center.  
**Exchange Carrier:** Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in the provision of local exchange telephone service.

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

**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.

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

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

**Local Access:** The connection between a Customer's premises and a point of presence of the Exchange Carrier.

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

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

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

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

**Mutual Traffic Exchange:** A compensation arrangement between certified local exchange service providers where local exchange service providers pay each other "in kind" for terminating local exchange traffic on the other's network.

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**SECTION 1 – DEFINITIONS (continued)**

**Network Services:** The Company's telecommunications Access Services offered on the Company's Network.

**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.

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

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

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

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

**Percentage of Interstate Usage (PIU):** The interstate jurisdictional use of a telecommunications service, as reported by the customer. This percentage is stated as a whole number percentage (a number from 0 through 100 percent) which is the best estimate of the percentage of the total use of the service that will be interstate in nature by the customer.

**Percent of Local Usage (PLU):** The local jurisdictional use of a telecommunications service as reported by the customer. This percentage is stated as a whole number percentage (a number from 0 through 100 percent) which is the best estimate of the percentage of the total use of the service that will be local in nature by the customer.

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

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

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

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

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

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

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**SECTION 1 – DEFINITIONS (continued)**

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

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

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

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**SECTION 2 - RULES AND REGULATIONS****2.1     Undertaking of Company****2.1.1   Scope**

The Company's services offered pursuant to this Rate Sheet are furnished for Switched Access Service.

The Company may offer these services over its own or resold facilities.

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

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

**2.1.2   Shortage of Equipment or Facilities**

- A.     The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company when necessary because of lack of facilities or due to some other cause beyond the Company's control.
- B.     The furnishing of service under this rate sheet is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the company may obtain from other Carriers from time to time, to furnish service as required at the sole discretion of the Company.
- C.     The provisioning and restoration of service in emergencies shall be in accordance with Part 64, Subpart D, Appendix A of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

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**SECTION 2 - RULES AND REGULATIONS (continued)****2.1 Undertaking of Company (continued)****2.1.3 Terms and Conditions**

- A. Except as otherwise provided herein, service is provided and billed on the basis of a minimum period of at least one month, and shall continue to be provided until canceled by the Customer, in writing, on not less than 30 days notice. Unless otherwise specified herein, for the purpose of computing charges in this rate sheet, a month is considered to have 30 days.
- B. Customers seeking to cancel service have an affirmative obligation to block traffic originating from or terminating to the Company's network. By originating traffic from or originating traffic to the Company's network, the Customer will have constructively ordered the Company's switched access service.
- C. The Customer agrees to operate Company-provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void Company liability for interruption of service and may make the Customer responsible for damage to equipment pursuant to section 2.1.3.D below.
- D. The Customer agrees to return to the Company all Company-provided equipment delivered to Customer within five (5) days of termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.

**2.1.4 Liability of the Company**

- A. The liability of the Company for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, errors, other defects, or representations by the Company, or use of these services or damages arising out of the failure to furnish the service whether caused by act or omission, shall be limited to the extension of allowances for interruption as set forth in 2.6 below. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.

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**SECTION 2 - RULES AND REGULATIONS (continued)****2.1 Undertaking of Company (continued)****2.1.4 Liability of the Company (continued)**

- B. With respect to any other claim or suit, by a Customer or by any others, for damages associated with the ordering (including the reservation of any specific number for use with a service), installation (including delays thereof), provision, termination, maintenance, repair interruption or restoration of any service or facilities offered under this rate sheet, and subject to the provisions of the Company's liability, if any, shall be limited as provided herein.
- C. The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction action, or request of The United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lockouts work stoppages, or other labor difficulties.
- D. The Company shall not be liable for (a) any act or omission of any entity furnishing the Company or the Company's Customers facilities or equipment used for the interconnection with Access Services; or (b) for the acts or omissions of other Common Carriers.
- 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 Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits, or other actions, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, condition, location, or use of any installation or equipment provided by the Company. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this Section 2.1.4.F as a condition precedent to such installations.

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**SECTION 2 - RULES AND REGULATIONS (continued)****2.1 Undertaking of Company (continued)****2.1.4 Liability of the Company (continued)**

- G. The Company shall not be liable for any defacement of or damage to Customers Premises resulting from the furnishing of services or equipment on such Premises or the installation or removal thereof, unless such defacement or damage is caused by the gross negligence or willful misconduct of the Company's agents or employees. No agents or employees of other participating Carriers shall be deemed to be agents or employees' of the Company.
- H. Notwithstanding the Customer's obligations as set forth in Section 2.3 below, the Company shall be indemnified, defended and held harmless by the Customer, or by others authorized by it to use the service, against any claim, loss or damage arising from Customer's use of services furnished under this rate sheet, including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the material, data, information, or other content transmitted via the Company's service; and patent infringement claims arising from combining or connecting the service offered by the Company with apparatus and systems of the Customer or others; all other claims arising out of any act or omission of the Customer or others, in connection with any service provided by the Company pursuant to this rate sheet.
- I. The Company shall be indemnified and held harmless by the End User against any claim, loss or damage arising from the End User's use of services offered under this rate sheet including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the End User's own communications; patent infringement claims arising from the End User's combining or connecting the service offered by the Company with facilities or equipment furnished by the End User of another Interexchange Carrier; or all other claims arising out of any act or omission of the End User in connection with any service provided pursuant to this rate sheet.
- J. The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the Customer for the specific services giving rise to the claim, and no action or proceeding against the Company shall be commenced more than one year after the service is rendered.

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**SECTION 2 - RULES AND REGULATIONS (continued)****2.1 Undertaking of Company (continued)****2.1.4 Liability of the Company (continued)**

- K. The Company makes no warranties or representation, express or implied, including warranties or merchant's ability or fitness for a particular use, except those expressly set forth herein.
- L. The Company shall not be liable for any act or omission of any other company or companies furnishing a portion of the service, or for damages associated with service, Channels, or equipment which result from the operation of Customer-provided systems, equipment, facilities or service which are interconnected with Company services.
- M. The Company does not guarantee nor make any warranty with respect to service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations. The customer and End User shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other actions, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to, or death of, any person or persons, or for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, locations or use of service furnished by the Company at such locations.
- N. The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies, for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as its agent, to the Company's Network. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the Customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with the Company's service, that the signals emitted into the Company's Network are of the proper mode, band-width, power, data speed, and signal level for the intended use of the Customer and in compliance with the criteria set forth in Section 2.1.6 following, and that the signals do not damage Company equipment, injure its personnel or degrade service to other Customers. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Company equipment, personnel, or the quality of service to other Customers, the Company, may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's service without liability.

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**SECTION 2 - RULES AND REGULATIONS (continued)****2.1 Undertaking of Company (continued)****2.1.5 Notification of Service-Affecting Activities**

The Company will provide the Customer reasonable notification of service-affecting activities within its control that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable, notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

**2.1.6 Provisions of Equipment and Facilities**

- A. The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this rate sheet. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer. Any facilities that the Company provisions, regardless of the method or facility type, will remain the property of the Company.
- B. The Company shall use reasonable efforts to maintain facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- C. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- D. Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.
- E. The Customer shall be responsible for the payment of service charges imposed on the Company by another entity, for visits to the Customer Premises when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

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**SECTION 2 - RULES AND REGULATIONS (continued)****2.1 Undertaking of Company (continued)****2.1.6 Provisions of Equipment and Facilities (continued)**

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

**2.1.7 Non-routine Installation**

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

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**SECTION 2 - RULES AND REGULATIONS (continued)****2.1 Undertaking of Company (continued)****2.1.8 Special Construction**

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

- A. where facilities are not presently available and there is no other requirement for the facilities so constructed;
- B. of a type other than that which the Company would normally utilize in the furnishing of its services;
- C. where facilities are to be installed over a route other than that which the Company would normally utilize in the furnishing of its services;
- D. where facilities are requested in a quantity greater than that which the Company would normally construct;
- E. where installation is on an expedited basis;
- F. on a temporary basis until permanent facilities are available;
- G. installation involving abnormal costs; or
- H. in advance of its normal construction schedules.

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

**2.1.9 Ownership of Facilities**

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

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**SECTION 2 - RULES AND REGULATIONS (continued)****2.2     Prohibited Uses**

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

**2.3     Obligations of the Customer**

- 2.3.1   The Customer shall be responsible for:
  - A.     the payment of all applicable charges pursuant to this rate sheet;
  - B.     reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages to its facilities or equipment, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subjugated in the Company's right of recovery of damages to the extent of such payment;
  - C.     providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space, and power to operate Company facilities and equipment installed on the Customer Premises, and the level of heating and air conditioning necessary to maintain the proper operating environment on such Premises;

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**SECTION 2 - RULES AND REGULATIONS (continued)****2.3 Obligations of the Customer (continued)****2.3.1 The Customer shall be responsible for (continued)**

- D. obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide Access Services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1.C above.

Any costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be owned entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this subsection prior to accepting an order for service;

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

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**SECTION 2 - RULES AND REGULATIONS (continued)****2.3 Obligations of the Customer (continued)****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;
- B. any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

**2.3.3 Jurisdictional Reporting**

- (A) For Feature Group D Switched Access Service(s), the Company, where jurisdiction can be determined from the call detail, will determine the projected interstate percentage as follows. For originating access minutes, the projected interstate percentage will be developed on a monthly basis by end office trunk group when the Feature Group D Switched Access Service access minutes are measured by dividing the measured interstate originating access minutes (the access minutes where the calling number is in one state and the called number is in another state) by the total originating access minutes when the call detail is adequate to determine the appropriate jurisdiction. For terminating access minutes, the Customer has the option to provide the Company with a projected PIU factor. Customers who provide a PIU factor shall supply the Company with an interstate percentage of the Feature Group D terminating access minutes for each account to which the Customer may terminate traffic.

Should the Customer not supply a terminating PIU Factor, the Company will designate a PIU factor of 75% for Feature Group D access minutes. When the Customer does provide the PIU factor, the Company will update the customer's PIU factors at the beginning of the next billing cycle. These whole number percentages will be used by the Company to apportion the use, rates, and/or nonrecurring charges between interstate and intrastate until a revised report is received.

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**SECTION 2 - RULES AND REGULATIONS (continued)****2.3 Obligations of the Customer (continued)****2.3.3 Jurisdictional Reporting (continued)**

- (B) The projected interstate percentage of use will be used to determine the charges as follows: The number of access minutes for an associated account will be multiplied by the projected interstate percentage of use to determine the interstate access minutes. (i.e., number of access minutes x projected interstate percentage of use = interstate access minutes). The number of interstate access minutes so determined will be subtracted from the total number of access minutes (i.e., number of access minutes – interstate access minutes = intrastate access minutes). The interstate access minutes for the associated account will be billed as set forth in Section 6 following.
- (C) Effective on the first of January, April, July and October of each year, the Customer may update the jurisdictional reports that require a projected interstate percentage. The Customer shall forward to the Company, to be received no later than 20 calendar days after the first of each such month, a revised report showing the interstate percentage of use for the past three months ending the last day of December, March, June and September, respectively, for each service arranged for interstate and intrastate use. Except as set forth in Section 2.3.2(A) preceding where jurisdiction can be determined from the recorded message detail, the revised report will serve as the basis for the next three months billing and will be effective on the bill date in the following month (i.e., February, May, August, and November) for that service. No prorating or back billing will be done based on the report. If the Customer does not supply the report, the Company will assume the percentage to be the same as that provided in the last quarterly report. For those cases in which a quarterly report has never been received from the Customer, the Company will assume the percentage to be the same as that provided in the order for service as set forth in Section 2.3.2 (A) preceding.
- (D) The Customer reported projected interstate percentage of use as set forth in Section 2.3.2 (A) preceding will be used for the apportionment of monthly rates or nonrecurring charges associated with FGD Switched Access Service until the end of the quarter during which the service was activated.
- (E) The Customer shall keep sufficient detail from which the percentage of interstate use can be ascertained and upon request of the Company make the records available for inspection. Such a request will be initiated by the Company no more than once per year. The Customer shall supply the data within 30 calendar days of the Company request.

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**SECTION 2 - RULES AND REGULATIONS (continued)****2.3 Obligations of the Customer (continued)****2.3.3 Jurisdictional Reporting (continued)**

- (F) The Customer may provide an additional percentage of interstate use for Entrance Facility and Direct Trunked Transport subject to the reporting requirements previously listed in this section. The percentage of interstate use may be provided per individual facility or at the billing account level. Should the Customer not provide a percentage of interstate use, the Company will use the reported Feature Group D aggregated percentage of interstate use.
- (G) In the absence of both a customer provided PIU, and the necessary jurisdictional information in the call detail to determine jurisdiction, the default PIU will be zero.

**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.

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**SECTION 2 - RULES AND REGULATIONS (continued)****2.4 Customer Equipment and Channels (continued)****2.4.2 Station Equipment (continued)**

- B. The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities.

The magnitude and character of the voltages and currents impressed on Company provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

**2.4.3 Interconnection of Facilities**

Interconnection provides the ability for another local exchange carrier to connect to the facilities and equipment of the Company for the mutual exchange of traffic. To qualify, traffic terminating on the Company's network must: (a) be originated by an end user of a company that is authorized by the Commission to provide local exchange service; (b) originate and terminate within a local calling area of the Company. Rules governing Interconnection are set forth in the Commission Local Service Guidelines.

**2.4.4 Inspections**

- A. Upon reasonable notification of the Customer, and at reasonable times, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2.B for the installation, operation, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.

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**SECTION 2 - RULES AND REGULATIONS (continued)****2.4 Customer Equipment and Channels (continued)****2.4.4 Inspections (continued)**

- B. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action, as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken.

If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment, and personnel from harm. The Company will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

**2.5 Payment Arrangements****2.5.1 Payment for Service**

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

A. **Taxes**

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

**2.5.2 Billing and Collection of Charges**

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

The Company shall bill on a current basis all charges incurred by, and credits due to, the Customer under this Tariff attributable to services established, provided, or discontinued during the preceding billing period. Any known unbilled charges for prior periods and any known adjustments also will be applied to the current bill.

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**SECTION 2 - RULES AND REGULATIONS (continued)****2.5 Payment Arrangements (continued)****2.5.2 Billing and Collection of Charges (continued)**

Nonrecurring Charges are due and payable within 25 days after the invoice date.

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

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

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

The Customer shall notify the Company of any disputed items on an invoice within 30 days of receipt of the invoice. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Commission in accordance with the Commission's rules of procedures.

**2.5.3 Refusal and Discontinuance of Service**

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

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**SECTION 2 - RULES AND REGULATIONS (continued)****2.5 Payment Arrangements (continued)****2.5.3 Refusal and Discontinuance of Service (continued)**

- E. Upon the Company's discontinuance of service to the Customer under Section 2.5.3.A or 2.5.3.B above, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this rate sheet, 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.
- F. The Company may discontinue the furnishings of any and/or all service(s) to Customer, without incurring any liability:
  - 1. Immediately and without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services. The Company may discontinue service pursuant to this sub-section 2.5.3.F.1. (a-e), if
    - (a) The Customer 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); or
    - (b) The Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of Common Carrier communications services, or its planned use of the Company's service(s); or
    - (c) The Customer states that it will not comply with a request of the Company for security for the payment for service(s) in accordance with Section 2.5.3.A above; or
    - (d) The Customer has been given written notice by the Company of any past due amount (which remains unpaid in whole or in part) for any of the Company's other Common Carrier communications services to which the Customer either subscribes or had subscribed or used; or

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**SECTION 2 - RULES AND REGULATIONS (continued)****2.5 Payment Arrangements (continued)****2.5.3 Refusal and Discontinuance of Service (continued)**

- (e) The Customer uses, or attempts or use, service with the intent to void the payment, either in whole or in part, of the rate sheet charges for the service by:
  - I. Using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this rate sheet, or
  - II. Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or
  - III. By delivering calls to or accepting calls from the Company's End User locations over Company switched local exchange services; or
  - IV. Continuing to have Company End Users presubscribed to the Customer; or
  - V. Any other Fraudulent means or devices; or
- 2. Upon ten (10) days' written notice to the Customer of any sum thirty (30) days past due;
- 3. Upon ten (10) days' written notice to the Customer, after failure of the Customer to comply with a request made by the Company for security for the payment of service in accordance with Section 2.5.3.A, above; or
- 4. Seven (7) days after sending the Customer written notice of noncompliance with any provision of this rate sheet if the noncompliance is not corrected within that seven (7) day period. The discontinuance of service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished up to the time of discontinuance.
- G. In the event the Company incurs fees or expenses, including attorney's fees, in collecting, or attempting to collect, any charges owed the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.

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**SECTION 2 - RULES AND REGULATIONS (continued)****2.5 Payment Arrangements (continued)****2.5.4 Cancellation of Application for Service**

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

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

**2.6 Allowances for Interruptions in Service**

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

The Company will calculate the credit allowance after the Customer notifies the Company of service interruption. The amount of the allowance will depend on the length of the outage and the service impacted. Service Outage conditions are defined as complete loss of call origination and/or receipt capability. Credit Allowances, if any, will be deducted from the charges payable by the IXC and will be expressly indicated on the next invoice. A Service Outage begins when the IXC reports the outage to The Company.

A Service Outage ends when the affected circuit and/or associated Company equipment is fully operational in accordance with the technical specifications.

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

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

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**SECTION 2 - RULES AND REGULATIONS (continued)****2.6 Allowances for Interruptions in Service (continued)****2.6.1 Limitations on Allowances**

No credit allowance will be made for:

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

**2.7 Transfers and Assignments**

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

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**SECTION 2 - RULES AND REGULATIONS (continued)****2.8     Notices and Communications**

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

**2.9     Meet Point Billing**

Meet Point Billing applies when more than one Exchange Telephone Company is involved in the provision of Access Service. All recurring and nonrecurring charges for services provided by each Exchange Telephone Company are billed under each company's applicable rates as set forth below.

The Company accepts and adheres to the Ordering and Billing Forum guidelines, Multiple Exchange Carrier Access Billing (MECAB) and Multiple Exchange Carrier Ordering and Design (MECOD).

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**SECTION 2 - RULES AND REGULATIONS (continued)**

**2.10    Resale to Local Exchange Carriers**

SECTION 2.10 IS AVAILABLE ONLY TO CARRIERS, WHICH ARE CERTIFIED BY THE PUBLIC UTILITIES COMMISSION OF OHIO TO PROVIDE INTRASTATE LOCAL EXCHANGE SERVICES.

The Company's retail services contained in the price list found in Ohio Tariff No. 1 are available to certified local exchange carriers at the applicable retail rates without discriminatory or anti-competitive conditions or limitations. Services not available for resale are those found in Section IXC of the Commission's Local Service Guidelines.

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## SECTION 3 - ORDERING OPTIONS FOR ACCESS SERVICE

3.1 General

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

3.1.1 Ordering Conditions

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

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

3.1.2 Minimum Period of Service

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

A. The following changes will be treated as a discontinuance of the existing service and a request for installation of a new service. All associated Nonrecurring Charges will apply for the new service, and a new minimum period will be established:

1. A change in the identity of the Customer of record; or
2. A move by the Customer to a different building.

B. When Access Service is disconnected prior to the expiration of the minimum period, charges are applicable for the balance of the minimum period. The Minimum Period Charge for monthly-billed services will be determined as follows:

For Switched Access Service, the charge for a month or fraction thereof is equivalent to 50,000 billed minutes of use for the applicable service.

All applicable Nonrecurring Charges for the service will be billed in addition to the Minimum Period Charge.

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**SECTION 3 - ORDERING OPTIONS FOR ACCESS SERVICE (continued)****3.2 Miscellaneous Charges (continued)****3.2 Miscellaneous Charges**Non-recurring Charges

|  |       |
|--|-------|
| Customer Requested Due Date Change <sup>1, 2</sup>                     | \$50  |
| Customer Requested Expedite <sup>1, 2</sup>                            | \$50  |
| Cancellation (after 3 business days from order placement) <sup>2</sup> | \$50  |
| Design Change, DS0/DS1 <sup>2</sup>                                    | \$100 |
| Design Change, DS3 and higher <sup>2</sup>                             | \$150 |
| Administrative Processing <sup>2</sup>                                 | \$100 |

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

2 For services involving facilities leased from other telecommunications providers, Supplementary Charges will be priced on an Individual Case Basis, and will be based upon a pass-through of all charges assessed by other providers, and the Company's administrative costs.

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## SECTION 4 - SWITCHED ACCESS SERVICE

4.1 General

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

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

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

4.2 Provision and Description of Switched Access Service Arrangements4.2.1 Feature Group Access

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

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

4.2.2 Manner of Provision

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

4.2.3 Call Types

The following Switched Access Service call types are available:

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

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**SECTION 4 - SWITCHED ACCESS SERVICE (continued)****4.2 Provision and Description of Switched Access Service Arrangements (continued)****4.2.4 Originating FGD Access**

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

**4.2.5 Originating 800 FG Access**

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

**4.2.6 Terminating FGD Access**

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

**4.3 Reports and Testing**

**4.3.1 Design Layout Report:** At the request of the Customer, the Company will provide to the Customer the makeup of the facilities and services provided from the Customer's Premises to the first point of switching. This information will be provided in the form of a Design Layout Report. The Design Layout Report will be provided to the Customer at no charge.

**4.3.2 Acceptance Testing:** At no additional charge, the Company will, at the Customer's request, cooperatively test, at the time of installation, the following parameters: loss, C-notched noise, C message noise, 3-tone slope, d.c. continuity and operational signaling.

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SECTION 5 - SWITCHED ACCESS RATES

5.1 General

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

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

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

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**SECTION 5 - SWITCHED ACCESS RATES (continued)**

**5.2 Rate Categories**

5.2.1 The Company provides originating and terminating switched access service based on aggregate traffic volumes.

**5.2.2 Toll-Free 8XX Data Base Query**

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

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5.3 Billing of Access Minutes

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

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

The measurement of terminating FG Access call usage ends when the entry switch receives or sends a release message, whichever occurs first.

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222 S Riverside Plaza, Suite 2730  
Chicago, IL 60606

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CARRIER TO CARRIER SERVICES TARIFF

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5.4 Rates and Charges5.4.1 Local Switching

Originating, per minute \$0.005820

Terminating, per minute \$0.005820

5.4.2 Toll-Free 8XX Data Base Query

Toll Free Database Query \$0.002294 per query

5.4.3 End Office Switching

Carrier Common Line \$0.000000

Information Surcharge \$0.000000

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CARRIER TO CARRIER SERVICES TARIFF

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5.4 Rates and Charges (continued)5.4.4 Switched Transport

|   |                       |
|---|-----------------------|
| Entrance Facility (Per DS1)               |                       |
| Monthly recurring                         | \$227.00              |
| Nonrecurring                              | \$1,010.00 (First)    |
|   | \$950.00 (Additional) |
| Direct Transport (Per DS1)                |                       |
| Dedicated Transport - Termination         |                       |
| Monthly recurring                         | \$81.00               |
| Nonrecurring                              | \$310.00 (First)      |
|   | \$250.00 (Additional) |
| Dedicated Transport - Facility, per mile  | \$25.00               |
| Dedicated Tandem Port - per port          | \$133.80              |
| Dedicated Trunk Port - per port           | \$120.25              |
| Common Transport                          |                       |
| Access Order Charge                       | \$60.00               |
| Nonrecurring trunk charges                | \$115.00 (First)      |
|   | \$40.00 (Additional)  |
| Tandem Switched Transport -               |                       |
| Termination per minute                    | \$0.000244            |
| Tandem Switched Transport -               |                       |
| Facility, per minute, per mile            | \$0.000044            |
| Tandem Switching, per minute              | \$0.001033            |
| Common Transport Multiplexing, per minute | \$0.000042            |
| Common Trunk Port, per minute             | \$0.000369            |
| Interconnection charge, per minute        | \$0.000000            |

5.4.5 Carrier Common Line

|                                |            |
|--------------------------------|------------|
| -Terminating per Access Minute | \$0.000000 |
| -Originating per Access Minute | \$0.000000 |

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