

Large Filing Separator Sheet

Case Number: 12-441-TP-ACE

File Date: 1/25/2012

Section: 1 of 2

Number of Pages: 200

Description of Document: N.C

FILE

The Public Utilities Commission of Ohio
TELECOMMUNICATIONS SUPPLEMENTAL APPLICATION FORM
for CARRIER CERTIFICATION

(Effective: 01/20/2011)

(Pursuant to Case No. 10-1010-TP-ORD)

NOTE: This SUPPLEMENTAL form must be used WITH the
TELECOMMUNICATIONS FILING FORM for ROUTINE PROCEEDINGS.

In the Matter of the Application of TeleStride, LLC)
to Provide Basic Local Exchange and Competitive)
Telecommunications Services as a Facilities-Based)
Competitive Local Exchange Carrier in McClure, Ohio)
Pursuant to Ohio Admin. Code 4901:1-6-08 and for
Approval of Interconnection Agreement

Case No. 12 - 441 - TP - ACE

Name of Registrant(s) TeleStride, LLC

DBA(s) of Registrant(s) TeleStride

Address of Registrant(s) c/o Venable LLP, 575 7th St., N.W., Washington, DC 20004

Motion for protective order included with filing? ☒ Yes ☐ No

Motion for waiver(s) filed affecting this case? ☐ Yes ☒ No [Note: waiver(s) tolls any automatic time frame]

List of Required Exhibits

Tariffs: (Include all that apply)

☐ Interexchange Tariff

☒ Local Tariff

☐ CESTC Tariff

☒ Carrier-to-Carrier (Access) Tariff

Description of Services

NOTE: All Facilities-Based carriers must file an Access Tariff

☐ Service provisioned via Resale

☒ Service provisioned via Facilities

☐ Both Resold and Facilities-based

☒ Description of Proposed Services

☒ Statement about the provision of
CTS services

☒ Description of the general
geographic area served

☒ Explanation of how the proposed
services in the proposed market
area are in the public interest.

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

Business Requirements

Evidence of Registration with:

☒ Ohio Department of Taxation

☒ Ohio Secretary of State¹ &
Certificate of Good Standing

Documentation attesting to the applicant's financial viability, including the following:

☒ An executive Summary describing the applicant's current financial condition, liquidity, and capital resources. Describe internally generated sources of cash and external funds available to support the applicant's operations that are the subject of this certification application.

☒ Copy of financial statements (actual and pro forma income statement and a balance sheet). Indicate if financial statements are based on a certain geographical area(s) or information in other jurisdictions

☒ Documentation to support the applicant's cash and funding sources.

Documentation attesting to the applicant's managerial ability and corporate structure, including the following:

☒ Documentation attesting to the applicant's technical and managerial expertise relative to the proposed service offering(s) and proposed service area

☒ List of names, addresses, and phone numbers of officers and directors, or partners.

☒ Documentation indicating the applicant's corporate structure and ownership

☒ Information regarding any similar operations in other states.

If this company has been previously certified in the State of Ohio, include that certification number _____

☒ Verification that the applicant will follow federal communications commission (FCC) accounting requirements, if

¹ Certification from Ohio Secretary of State (domestic or foreign corporation, authorized use of fictitious name, etc.), and Certificate of Good Standing is required.

**this is to certify that the images appearing are an
accurate and complete reproduction of a case file
document delivered in the regular course of business.**

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applicable.

Documentation attesting to the applicant's proposed interactions with other Carriers

- ☒ Explanation as to whether rates are derived through (check all applicable):
- ☒ interconnection agreement ☐ retail tariffs ☐ resale tariffs
- ☒ Explanation as to which service areas company currently has an approved interconnection or resale agreement.
- ☐ A notarized affidavit accompanied by bona fide letters requesting negotiation pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 and a proposed timeline for construction, interconnection, and offering of services to end users. See Exhibit F-2

Documentation attesting to the applicant's proposed interactions with Customers

- ☒ A sample copy of the customer bill and disconnection notice the applicant plans to utilize.
- ☒ Provide a copy of any customer application form required in order to establish residential service, if applicable.
- ☒ For CLECs, List of Ohio ILEC Exchanges the applicant intends to serve
(Use spreadsheet from: http://www.puc.state.oh.us/puco/forms/form.cfm?doc_id=357)
- ☒ If Mirroring the entire ILEC local service areas, tariffs may incorporate by reference. If not mirroring the entire ILEC local exchange areas, the CLEC shall specifically define its local service areas in the tariff.

Affidavit

I am an authorized representative of the applicant corporation TeleStride, LLC
(Name)

and I am authorized to make this statement on its behalf. I attest that I have utilized the Telecommunications Supplemental Application Form for Carrier Certification provided by the Commission, and that all of the information submitted here, and all additional information submitted in connection with this case, is true and correct.

Executed on 1/21/12

at Washington, DC

James A. Joyce Manager
(Signature and Title)

January 21, 2012
(Date)

The Public Utilities Commission of Ohio
TELECOMMUNICATIONS FILING FORM

(Effective: 01/20/2011)

This form is intended to be used with most types of required filings. It provides check boxes with rule references for the most common types of filings. It does not replace or supersede Commission rules in any way.

In the Matter of the Application of TeleStride, LLC to)
Provide Basic Local Exchange and Competitive)
Telecommunications Services as a Facilities-Based)
Competitive Local Exchange Carrier in McClure, Ohio)
Pursuant to Ohio Admin. Code 4901:1-6-08 and for
Approval of Interconnection Agreement.

TRF Docket No. 90-_____

Case No. 12 - 441 - TP - ACE

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

Name of Registrant(s) TeleStride, LLC

DBA(s) of Registrant(s) TeleStride

Address of Registrant(s) c/o Venable LLP, 575 7th St., N.W., Washington, DC 20004

Company Web Address _____

Regulatory Contact Person(s) James U. Troup

Phone 202-344-8066

Fax 202-344-8300

Regulatory Contact Person's Email Address

jtroup@venable.com

Contact Person for Annual Report James U. Troup

Phone 202-344-8066

Address (if different from above) _____

Consumer Contact Information _____

Phone 202-344-8066

Address (if different from above) _____

Motion for protective order included with filing? ☒ Yes ☐ No

Motion for waiver(s) filed affecting this case? ☐ Yes ☒ No [Note: Waivers may toll any automatic timeframe.]

Notes :

Section I and II are Pursuant to Chapter 4901:1-6 OAC.

Section III – Carrier to Carrier is Pursuant to 4901:1-7 OAC, and Wireless is Pursuant to 4901:1-6-24 OAC.

Section IV – Attestation.

(1) Indicate the Carrier Type and the reason for submitting this form by checking the boxes below.

(2) For requirements for various applications, see the identified section of Ohio Administrative Code Section 4901 and/or the supplemental application form noted.

(3) Information regarding the number of copies required by the Commission may be obtained from the Commission's web site at www.puco.ohio.gov under the docketing information system section, by calling the docketing division at 614-466-4095, or by visiting the docketing division at the offices of the Commission.

(4) An Incumbent Local Exchange Carrier (ILEC) offering basic local exchange service (BLES) outside its traditional service area should choose CLEC designation when proposing to offer BLES outside its traditional service area or when proposing to make changes to that service.

All Filings that result in a change to one or more tariff pages require, at a minimum, the following exhibits.

Exhibit	Description:
A	The tariff pages subject to the proposed change(s) as they exist before the change(s)
B	The Tariff pages subject to the proposed change(s), reflecting the change, with the change(s) marked in the right margin.
C	A short description of the nature of the change(s), the intent of the change(s), and the customers affected.
D	A copy of the notice provided to customers, along with an affidavit that the notice was provided according to the applicable rule(s).

Section I – Part I - Common Filings

Carrier Type <input type="checkbox"/> Other (explain below) _____	<input type="checkbox"/> For Profit ILEC	<input type="checkbox"/> Not For Profit ILEC	<input type="checkbox"/> CLEC
Change terms & conditions of existing BLES	<input type="checkbox"/> ATA <u>1-6-14(H)</u> (Auto 30 days)	<input type="checkbox"/> ATA <u>1-6-14(H)</u> (Auto 30 days)	<input type="checkbox"/> ATA <u>1-6-14(H)</u> (Auto 30 days)
Introduce non-recurring charge, surcharge, or fee to BLES			<input type="checkbox"/> ATA <u>1-6-14(H)</u> (Auto 30 days)
Introduce or Increase Late Payment	<input type="checkbox"/> ATA <u>1-6-14(I)</u> (Auto 30 days)	<input type="checkbox"/> ATA <u>1-6-14(I)</u> (Auto 30 days)	<input type="checkbox"/> ATA <u>1-6-14(I)</u> (Auto 30 days)
Revisions to BLES Cap.	<input type="checkbox"/> ZTA <u>1-6-14(F)</u> (0 day Notice)		
Introduce BLES or expand local service area (calling area)	<input type="checkbox"/> ZTA <u>1-6-14(H)</u> (0 day Notice)	<input type="checkbox"/> ZTA <u>1-6-14(H)</u> (0 day Notice)	<input type="checkbox"/> ZTA <u>1-6-14(H)</u> (0 day Notice)
Notice of no obligation to construct facilities and provide BLES	<input type="checkbox"/> ZTA <u>1-6-27(C)</u> (0 day Notice)	<input type="checkbox"/> ZTA <u>1-6-27(C)</u> (0 day Notice)	
Change BLES Rates	<input type="checkbox"/> TRF <u>1-6-14(F)</u> (0 day Notice)	<input type="checkbox"/> TRF <u>1-6-14(F)(4)</u> (0 day Notice)	<input type="checkbox"/> TRF <u>1-6-14(G)</u> (0 day Notice)
To obtain BLES pricing flexibility	<input type="checkbox"/> BLS <u>1-6-14(C)(1)(c)</u> (Auto 30 days)		
Change in boundary	<input type="checkbox"/> ACB <u>1-6-32</u> (Auto 14 days)	<input type="checkbox"/> ACB <u>1-6-32</u> (Auto 14 days)	
Expand service operation area			<input type="checkbox"/> TRF <u>1-6-08(G)(0 day)</u>
BLES withdrawal			<input type="checkbox"/> ZTA <u>1-6-25(B)</u> (0 day Notice)
Other* (explain) _____			

Section I – Part II – Customer Notification Offerings Pursuant to Chapter 4901:1-6-7 OAC

Type of Notice	Direct Mail	Bill Insert	Bill Notation	Electronic Mail
<input type="checkbox"/> 15-day Notice	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> 30-day Notice	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Date Notice Sent: _____				

Section I – Part III –IOS Offerings Pursuant to Chapter 4901:1-6-22 OAC

IOS	Introduce New	Tariff Change	Price Change	Withdraw
<input type="checkbox"/> IOS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Section II – Part I – Carrier Certification - Pursuant to Chapter 4901:1-6-08, 09 & 10 OAC

Certification	ILEC (Out of Territory)	CLEC	Telecommunications Service Provider Not Offering Local	CESTC	CETC
* See Supplemental form	<input type="checkbox"/> ACE <u>1-6-08</u> * (Auto 30- day)	<input checked="" type="checkbox"/> ACE <u>1-6-08</u> * (Auto 30 day)	<input type="checkbox"/> ACE <u>1-6-08</u> * (Auto 30 day)	<input type="checkbox"/> ACE <u>1-6-10</u> (Auto 30 day)	<input type="checkbox"/> UNC <u>1-6-09</u> * (Non-Auto)

*Supplemental Certification forms can be found on the Commission Web Page.

Section II – Part II – Certificate Status & Procedural

Certificate Status	ILEC	CLEC	Telecommunications Service Provider Not Offering Local
Abandon all Services		<input type="checkbox"/> ABN <u>1-6-26</u> (Auto 30 days)	<input type="checkbox"/> ABN <u>1-6-26</u> (Auto 30 days)
Change of Official Name *	<input type="checkbox"/> ACN <u>1-6-29(B)</u> (Auto 30 days)	<input type="checkbox"/> ACN <u>1-6-29(B)</u> (Auto 30 days)	<input type="checkbox"/> CIO <u>1-6-29(C)</u> (0 day Notice)
Change in Ownership *	<input type="checkbox"/> ACO <u>1-6-29(E)</u> (Auto 30 days)	<input type="checkbox"/> ACO <u>1-6-29(E)</u> (Auto 30 days)	<input type="checkbox"/> CIO <u>1-6-29(C)</u> (0 day Notice)
Merger *	<input type="checkbox"/> AMT <u>1-6-29(E)</u> (Auto 30 days)	<input type="checkbox"/> AMT <u>1-6-29(E)</u> (Auto 30 days)	<input type="checkbox"/> CIO <u>1-6-29(C)</u> (0 day Notice)
Transfer a Certificate *	<input type="checkbox"/> ATC <u>1-6-29(B)</u> (Auto 30 days)	<input type="checkbox"/> ATC <u>1-6-29(B)</u> (Auto 30 days)	<input type="checkbox"/> CIO <u>1-6-29(C)</u> (0 day Notice)
Transaction for transfer or lease of property, plant or business *	<input type="checkbox"/> ATR <u>1-6-29(B)</u> (Auto 30 days)	<input type="checkbox"/> ATR <u>1-6-29(B)</u> (Auto 30 days)	<input type="checkbox"/> CIO <u>1-6-29(C)</u> (0 day Notice)

* Other exhibits may be required under the applicable rule(s). ACN, ACO, AMT, ATC, ATR and CIO applications see the 4901:1-6-29 Filing Requirements on the Commission's Web Page for a complete list of exhibits.

Section III – Carrier to Carrier (Pursuant to 4901:1-7), and Wireless (Pursuant to 4901:1-6-24)

Carrier to Carrier	ILEC	CLEC
Interconnection agreement, or amendment to an approved agreement	<input type="checkbox"/> NAG <u>1-7-07</u> (Auto 90 day)	<input checked="" type="checkbox"/> NAG <u>1-7-07</u> (Auto 90 day)
Request for Arbitration	<input type="checkbox"/> ARB <u>1-7-09</u> (Non-Auto)	<input type="checkbox"/> ARB <u>1-7-09</u> (Non-Auto)
Introduce or change c-t-c service tariffs,	<input type="checkbox"/> ATA <u>1-7-14</u> (Auto 30 day)	<input type="checkbox"/> ATA <u>1-7-14</u> (Auto 30 day)
Request rural carrier exemption, rural carrier suspension or modification	<input type="checkbox"/> UNC <u>1-7-04</u> or <u>05</u> (Non-Auto)	
Changes in rates, terms & conditions to Pole Attachment, Conduit Occupancy and Rights- of-Way.	<input type="checkbox"/> UNC <u>1-7-23(B)</u> (Non-Auto)	
Wireless Providers See <u>4901:1-6-24</u>	<input type="checkbox"/> RCC [Registration & Change in Operations]	<input type="checkbox"/> NAG [Interconnection Agreement or

Section IV. – Attestation

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

AFFIDAVIT
Compliance with Commission Rules

I am an officer/agent of the applicant corporation, TeleStride, LLC, and am authorized to make this statement on its behalf.

James U. Troup

(Name)

Please Check ALL that apply:

☒ I attest that these tariffs comply with all applicable rules for the state of Ohio. I understand that tariff notification filings do not imply Commission approval and that the Commission's rules as modified and clarified from time to time, supersede any contradictory provisions in our tariff. We will fully comply with the rules of the state of Ohio and understand that noncompliance can result in various penalties, including the suspension of our certificate to operate within the state of Ohio.

☐ I attest that customer notices accompanying this filing form were sent to affected customers, as specified in Section II, in accordance with Rule 4901:1-6-7, Ohio Administrative Code.

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

Executed on (Date) 1/21/12 at (Location) Washington, DC

*(Signature and Title) Manager James U. Troup (Date) 1/21/12

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

VERIFICATION

I, James U. Troup

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

*(Signature and Title) James U. Troup, Manager (Date) 1/21/12
*Verification is required for every filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.

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

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

Or

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

EXHIBIT LIST

EXHIBIT A TARIFFS

- Exhibit A-1 Basic Local Exchange Service Tariff
- Exhibit A-2 Carrier to Carrier Tariff

EXHIBIT B DESCRIPTION OF SERVICES

- Exhibit B-1 How Service Provisioned
- Exhibit B-2 Description of Proposed Services
- Exhibit B-3 Statement about Provision of CTS Services
- Exhibit B-4 Description of the General Geographic Area Served
- Exhibit B-5 Explanation of How the Proposed Services in the Proposed Market Area Are in the Public Interest
- Exhibit B-6 Description of Class of Customers to be Served

EXHIBIT C BUSINESS REQUIREMENTS

- Exhibit C-1 Registration with Ohio Department of Taxation
- Exhibit C-2 Certificate of Ohio Secretary of State and Certificate of Good Standing

EXHIBIT D FINANCIAL VIABILITY

- Exhibit D-1 Financial Statements
- Exhibit D-2 Funding Sources

EXHIBIT E MANAGERIAL ABILITY AND CORPORATE STRUCTURE

- Exhibit E-1 Technical and Managerial Expertise
- Exhibit E-2 Management
- Exhibit E-3 Corporate Structure and Ownership
- Exhibit E-4 Similar Operations in Other States
- Exhibit E-5 Verification of Compliance with Applicable FCC Accounting Requirements

EXHIBIT F PROPOSED INTERACTIONS WITH OTHER CARRIERS

- Exhibit F-1 Derivation of Rates
- Exhibit F-2 Interconnection Agreement, Timeline

EXHIBIT G PROPOSED INTERACTIONS WITH CUSTOMERS

- Exhibit G-1 Sample Bill and Disconnection Notice
- Exhibit G-2 Customer Application to Establish Residential Service
- Exhibit G-3 List of Ohio ILEC Exchanges to be Served
- Exhibit G-4 Mirroring Statement

EXHIBIT A

TARIFFS

Exhibit A-1 Basic Local Exchange Service Tariff

TARIFF APPLICABLE TO
TELESTRIDE, LLC
FACILITIES-BASED COMPETITIVE LOCAL EXCHANGE CARRIER

Local Service
Regulations and Schedule of Charges
Within the McClure, Ohio service area of The McClure Telephone Company

Issued:

Issued by:
James U. Troup
TeleStride, LLC
c/o Venable LLP
575 7th Street, N.W.
Washington, DC 20004

Effective:

CHECK SHEET

Pages 1 to 20, inclusive of this tariff are effective as of the date shown.

Issued:

Issued by:
James U. Troup
TeleStride, LLC
c/o Venable LLP
575 7th Street, N.W.
Washington, DC 20004

Effective:

TABLE OF CONTENTS

Check Sheet.....	1
Table of Contents	2
Explanation of Symbols	3
Section 1 - Definitions.....	4
Section 2 - Rules and Regulations.....	6
2.1 Application of Tariff and Scope of Offering.....	6
2.2 Undertaking of the Company	6
2.3 Availability of Service.....	7
2.4 Limitations.....	7
2.5 Obligations of the Customer.....	7
2.6 Liabilities of the Company	7
2.7 Interruption of Service.....	9
2.8 Suspension or Termination of Service by the Company	9
2.9 Billing and Collection of Charges	9
2.10 Billing Disputes	10
2.11 Discontinuance of Service by Customer	10
Section 3 – Description of Services and Rates	11
3.1 Direct SIP Connect Service.....	11
3.2 Local Calling Area	13
3.3 Directory Assistance.....	13
3.4 Operator Assistance.....	14
3.5 Emergency Services Enhanced 911 (E911).....	15
3.6 Caller ID Blocking	15
3.7 Toll Presubscription	17

Issued:

Issued by:
James U. Troup
TeleStride, LLC
c/o Venable LLP
575 7th Street, N.W.
Washington, DC 20004

Effective:

EXPLANATION OF SYMBOLS USED IN THIS TARIFF

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

D — To signify decreased rate

I — To signify increased rate

C — To signify all other changes

Issued:

Issued by:
James U. Troup
TeleStride, LLC
c/o Venable LLP
575 7th Street, N.W.
Washington, DC 20004

Effective:

SECTION 1 - DEFINITIONS

All terms not otherwise defined in this tariff shall be defined in accordance with the definitions set forth in the Communications Act, 47 U.S.C. 151 et. seq. and shall be construed as such terms are commonly used in the telecommunications industry.

Access Number - A telephone number provided by the Company for service to a Customer. The Customer has no property right in the assigned Access Number and none can be acquired by usage or otherwise. The Company reserves the right, upon reasonable notice, to change any Access Number when reasonably necessary or in the conduct of its business.

Company, Telephone Company or TeleStride - Whenever used in this tariff, "Company," "Telephone Company", or "TeleStride" refers to TeleStride, LLC unless otherwise specified or clearly indicated by the context.

Customer - the person, firm, corporation or other entity which uses the Company's service.

Commission - The Public Utilities Commission of Ohio.

Directory assistance - A service that makes directory listings available.

Emergency services - Services such as 911, provided by local governments or other public safety organizations.

End Office Switch - switching capacity, a switching system, Internet server, computer, or other equipment, regardless of the type of technology employed, that originates calls, terminates calls, switches calls, processes calls, connects calls, routes calls, or completes calls.

End User - Any Customer of the Telephone Company to whom the Telephone Company has offered Direct SIP Connect Service for a fee.

Exchange - A geographic area where a local telecommunications service is offered

FCC - The Federal Communications Commission.

IXC - Interexchange carrier or interexchange company, which is a carrier or company authorized to provide long distance telephone services

Interexchange service - Long-distance telephone service

Interstate call - Any call which is either (1) originated outside of Ohio and terminated within Ohio or (2) originated from within Ohio and terminated outside Ohio.

Issued:

Issued by:
James U. Troup
TeleStride, LLC
c/o Venable LLP
575 7th Street, N.W.
Washington, DC 20004

Effective:

SECTION 1 – DEFINITIONS, CONTINUED

Intrastate call - Any call which is originated and terminated within Ohio, regardless of whether such call crosses state boundaries prior to reaching its termination point.

Local Exchange Carrier - Any person or entity engaged in the provision of either telephone exchange service or exchange access.

LEC - A Local Exchange Carrier.

Service Area - The geographic area in which the Company provides the service offerings described in this tariff.

Issued:

Issued by:
James U. Troup
TeleStride, LLC
c/o Venable LLP
575 7th Street, N.W.
Washington, DC 20004

Effective:

SECTION 2 - RULES AND REGULATIONS**2.1 Application of Tariff and Scope of Offering**

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of facilities-based competitive local telecommunications service by TeleStride, LLC within the McClure, Ohio local exchange service area of The McClure Telephone Company.

2.2 Undertaking of the Company

- 2.2.1 The Company's services and facilities are furnished for telecommunications services within Ohio, under the terms of this tariff.
- 2.2.2 The Company installs, operates, and maintains the telecommunications services provided herein in accordance with the terms and conditions set forth under this tariff. It may act as the Customer's agent for ordering facilities provided by other carriers or entities when authorized by the Customer, to allow connection of a Customer's location to the Company's network. The Customer shall be responsible for all charges due for such service arrangements.
- 2.2.3 Customers 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 herein, 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 end users.
- 2.2.4 If any provision of this tariff shall be held invalid or unenforceable by a court or administrative agency, such provision shall be deemed deleted from this tariff and replaced by a valid and enforceable provision which so far as possible achieves the intent of the original tariff provision. The remaining provisions of this tariff shall continue in full force and effect.
- 2.2.5 No failure or delay in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.
- 2.2.6 None of the provisions of this tariff constitute the Customer and TeleStride as partners, affiliates, joint venturers, agents or representatives of each other for any purpose whatsoever.

Issued:

Issued by:
James U. Troup
TeleStride, LLC
c/o Venable LLP
575 7th Street, N.W.
Washington, DC 20004

Effective:

SECTION 2 - RULES AND REGULATIONS, CONTINUED**2.3 Availability of Service**

- 2.3.1 The obligation of the Company to furnish service is dependent upon its ability to secure and retain all necessary governmental licenses and approvals; all necessary loops, transport, switching and other equipment; suitable rack space leases and other rights of way; and suitable circuits and switching capacity from other carriers.
- 2.3.2 The Company's service is subject to the Commission's service requirements for basic local exchange service ("BLES") found in rule 4901:1-6-12 of the Administrative Code

2.4 Limitations

- 2.4.1 Service is offered pursuant to the terms and limitations of this tariff, and is subject to the availability of the necessary facilities and equipment, and subject to transmission, atmospheric and like conditions.
- 2.4.2 The Company reserves the right to discontinue furnishing service, or limit the use of service necessitated by conditions beyond its control; or when the Customer is using service in violation of the law or the provisions of this tariff.
- 2.4.3 TeleStride does not undertake to transmit messages under this tariff.

2.5 Obligations of the Customer

- 2.5.1 The Customer must comply with federal law and the law of Ohio, as well as with all applicable FCC and Commission rules and regulations.
- 2.5.2 The Customer shall not assign or transfer the use of the Company's services except with the prior written consent of the Company in each and every instance. Consent to such assignment or transfer will not be unreasonably withheld.

2.6 Liabilities of the Company

- 2.6.1 The Company shall be indemnified and held harmless by any Customer, subscriber, user or by any other entity against claims for libel, slander or the infringement of copyright arising from the material transmitted over its services; and against all other claims arising out of any act or omission of a subscriber or of any other entity in connection with the services provided by the Company.

Issued:

Issued by:
James U. Troup
TeleStride, LLC
c/o Venable LLP
575 7th Street, N.W.
Washington, DC 20004

Effective:

SECTION 2 - RULES AND REGULATIONS, CONTINUED**2.6 Liabilities of the Company, Continued**

- 2.6.2 The Company is not liable for any act or omission of any entity furnishing facilities or services connected with or provided in conjunction with the services of the Company.
- 2.6.3 The Company shall not be liable for any personal injury, or death of any person or persons, and for any loss or damage sustained by reason of acts, mistakes, omissions, errors or defects in providing its services, whatever shall be the cause which is not the direct result of the Company's gross negligence or willful misconduct.
- 2.6.4 Except as otherwise provided herein, no liability for indirect, incidental or consequential damages shall attach to the Company, its agents, servants or employees, for damages or costs arising from errors, mistakes, omissions, interruptions, failures, delays, or defects or malfunctions of equipment or facilities, in the course of establishing, furnishing, maintaining, rearranging, moving, terminating, or changing the service or facilities (including the obtaining or furnishing of information in respect thereof or with respect to the Customer or users of the service or facilities) in the absence of willful and wanton conduct or gross negligence, whether a claim for such liability is premised upon breach of contract, breach of warranty, fulfillment of warranty, negligence, strict liability, misrepresentation, fraud, or any other theories of liability.
- 2.6.5 The Company shall not be liable for any failure of performance due to causes beyond its control, including, without limitation, floods or other catastrophes, national emergencies, insurrections, riots or wars, strikes, lockouts, work stoppage or other labor difficulties, acts or omissions of other telecommunications carriers or service providers, and any law, order, regulation or other action of any governing authority or agency thereof.
- 2.6.6 The Company shall not be liable to a Customer or service user or any other person, firm, entity, for any failure to perform its obligations under this Tariff due to any cause or causes beyond its reasonable control, which is not the direct result of the Company's gross negligence or willful misconduct.
- 2.6.7 The remedies set forth herein shall not be exclusive and the Company at all times shall be entitled to all rights available to it under either law or equity.
- 2.6.8 No agent or employee of any other carrier or the Customer shall be deemed to be an agent or employee of the Company.
- 2.6.9 Neither the Customer nor any other carrier shall be deemed a partner or agent of the Company.

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SECTION 2 - RULES AND REGULATIONS CONTINUED**2.7 Interruption of Service**

- 2.7.1 The Company's service is subject to the credit allowances for interruptions in service for basic local exchange service ("BLES") found in rule 4901:1-6-12 of the Administrative Code.
- 2.7.2 The allowances described above are not applicable when service is interrupted by the negligence or willful act of the Customer or where the Company suspends or terminates service for any reason provided for in this filed and effective tariff.

2.8 Suspension or Termination of Service by the Company

- 2.8.1 The Company's service is subject to the Commission's requirements for disconnection of service for basic local exchange service ("BLES") found in rule 4901:1-6-12 of the Administrative Code.
- 2.8.2 The Company will provide warm line service in accordance with rule 4901:1-6-13 of the Administrative Code.

2.9 Billing and Collection of Charges

- 2.9.1 The Company will bill on a monthly basis, either directly or through an agent or clearinghouse, for charges due under this tariff. All charges are due within thirty (30) calendar days after the date the bill mailed to the Customer is postmarked, as long as the postmark date is never earlier than the date the bill actually enters the mail.
- 2.9.2 The Customer shall pay the undisputed amount of each bill by the payment due date regardless of any billing disputes.
- 2.9.3 If the bill is not paid within thirty (30) calendar days following the postmark date, the account will be considered delinquent. Late payments to accounts are subject to a monthly interest charge on the unpaid balance of 1.25 percent.

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SECTION 2 - RULES AND REGULATIONS CONTINUED**2.10 Billing Disputes**

The Customer is responsible for notifying the Company of any charges in dispute and the specific basis of such dispute. All charges not in dispute shall be paid by the Customer by the payment due date. Upon notification of a dispute, the Company shall undertake an investigation of the disputed charges. At the conclusion of the investigation, the Company shall notify the Customer of any amount determined by the Company to be correctly charged and such amount shall become immediately due and owing. Amounts determined by the Company to be correctly charged shall also be subject to the late payment charge specified in this Tariff. In the case of unresolved disputes the Customer may contact the Public Utilities Commission of Ohio for assistance at 1-800-686-7826 (toll free) or the TTY at 1-800-686-1570 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays or at www.puco.ohio.gov.

Suspension or termination of service is prohibited until the resolution of the dispute.

2.11 Discontinuance of Service by Customer

Service may be terminated by the Customer upon at least five (5) days oral or written notice to the Company, during normal Company working hours, subject to the Customer's full payment of outstanding charges. Within 42 days of the Company's receipt of notice from the Customer requesting discontinuance of service, the Company will issue the Customer a final bill for services rendered.

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SECTION 3 - DESCRIPTION OF SERVICES AND RATES

TeleStride provides the service offerings described in this section subject to the availability of facilities.

3.1 Direct SIP Connect Service

TeleStride's Direct Session Initiation Protocol ("SIP") Connect Service provides End Users with a single SIP trunk group over a private Ethernet connection for local voice telecommunications traffic and End User Access Service to the public switched network subject to the following terms and conditions.

3.1.1 Terms and Conditions

- (A) The Customer must collocate its equipment for the purpose of interfacing with the Direct SIP Connect Service in the building where TeleStride's End Office Switch is located. TeleStride offers rack space and power to collocate the Customer's equipment in the same building in McClure, Ohio where TeleStride's End Office Switch is located at the rate set forth in section 3.1.2 below.
- (B) The Customer must order a minimum of 500 DSO level ports.
- (C) The Customer must comply with the Company's technical requirements for the provision of Direct SIP Connect Service, including but not limited to requirements governing the appropriate interface for the Customer's equipment.
- (D) So the Company may efficiently manage its numbering resources, the Company, at its sole discretion, reserves the right to review Customer number usage to determine their utilization. Should the Company determine, based on its own discretion, that there is inefficient number utilization, the Company may reclaim the numbers. The Company also reserves the right to provision service based upon the availability of facilities and equipment necessary to support the Customer's specific service requirements. The Customer has no property right to the telephone number or any other call number destination associated with service furnished by the Company, and no right to the continuance of service through any particular end office. The Company reserves the right to change such numbers, or the end office designation associated with such number, or both, assigned to the Customer, where the Company deems it necessary to do so in the conduct of its business.

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SECTION 3 - DESCRIPTION OF SERVICES AND RATES**3.1 Direct SIP Connect Service, Continued****3.1.2 Rates for Service**

- (A) A monthly recurring rate applies to each DS0 equivalent port furnished by the Company. The Customer must order a minimum of 500 DS0 level ports. A separate monthly recurring rate applies to each group of one hundred (100) Access Numbers that the Company provides the Customer. The recurring monthly service fees for TeleStride's Direct SIP Connect Service are as follows:

Recurring Monthly Rate
Per DS0 Equivalent Port

\$1.25

Recurring Monthly Rate
Per 100 Access Numbers

-\$5.00

- (B) The recurring monthly service fee for the collocation of the Customer's equipment is \$ 50.00 per U (a unit of measurement for collocation). 1U is equivalent to 1.75 inches of vertical rack space occupied by the Customer's equipment. This includes 30A – 48VDC and 20A 120VAC.
- (C) The recurring monthly service fee for Internet access service is \$75.00 for each 10 Mbps Internet connection. With each Internet connection, TeleStride will provide a /29 public IP space.
- (D) TeleStride does not charge rates for End User Access Service other than the rates in section 3.1.2 for Direct SIP Connect Service that TeleStride charges its End Users for local voice service. Specifically, TeleStride does not charge any End User either a state or federal end user common line charge or end user subscriber line charge.
- (E) TeleStride does not charge a contribution recovery surcharge for either the state universal service fund or the federal universal service fund. Specifically, no End User will be assessed a Federal Universal Service Charge by TeleStride.

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SECTION 3 - DESCRIPTION OF SERVICES AND RATES, CONTINUED**3.2 Local Calling Area**

TeleStride provides competitive local exchange service to the McClure, Ohio exchange. Unless otherwise noted below, the exchange(s) within the local calling area for McClure, Ohio are also served by The McClure Telephone Company.

3.3 Directory Assistance

A Customer may obtain Directory Assistance in determining telephone numbers within McClure, Ohio by calling the Directory Assistance operator. Directory Assistance includes the option for call completion to the requested number at no additional charge. A Customer is entitled to two free Directory Assistance calls per month, then each call thereafter to Directory Assistance, for the remaining month, will be charged as follows:

Per Call \$1.00

The Customer may request a maximum of two telephone numbers per call to Directory Assistance service without additional charges.

3.3.1 A credit will be given to Directory Assistance as follows:

- (a) The Customer experiences poor transmission or is cut-off during the call; or
- (b) the Customer is given an incorrect telephone number.

To obtain such a credit, the Customer must notify its Customer Service Representative.

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SECTION 3 - DESCRIPTION OF SERVICES AND RATES, CONTINUED**3.4 Operator Assistance**

A Customer may obtain the assistance of a local operator to complete local exchange telephone calls from McClure, Ohio in the following manner. In addition to the rates specified in Section 3.1.2, surcharges as specified in Section 3.4.1 will apply:

Third Number Billing: Provides the Customer with the capability to charge a local call to a third number which is different from the called or calling party. The party answering at the third number has the option to refuse acceptance of the charges in advance or when queried by the operator.

Collect Calls: Provides the Customer with the capability to charge a call to the called party. On the operator announcement of a collect call, the called party has the option to refuse acceptance of charges in advance or when queried by the operator.

Calling Cards: Provides the Customer with the capability to place a call using a calling card of an Interexchange Carrier with or without the assistance of an operator.

Person to Person: Calls completed with the assistance of an operator to a particular Station and person specified by the caller. The call may be billed to the called party.

Station to Station: Calls completed with the assistance of an operator to a particular Station. The call may be billed to the called party.

General Assistance: The Customer has the option to request general information from the operator, such as dialing instructions, country or city codes, area code information and Customer Service 800 telephone numbers, but does not request the operator to complete the call.

3.4.1 Operator Assisted Surcharges: The following surcharges will be applied on a per-call basis.

Calling Card \$2.25
Third Number Billing \$2.45
Collect Calling \$2.25
Person to Person \$4.90
Station to Station \$2.05
General Assistance N/C

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SECTION 3 - DESCRIPTION OF SERVICES AND RATES, CONTINUED**3.5 Emergency Services Enhanced 911 (E911)**

Emergency services enhanced 911 allows Customers to reach appropriate emergency services including police, fire and medical services. Enhanced 911 has the ability to selectively route an emergency call to the primary E911 provider so that it reaches the correct emergency service located closest to the caller. In addition, the Customer's address and telephone information will be displayed to the primary E911 provider for display at the Public Service Answering Point (PSAP). The Company will provide warm line service in accordance with rule 4901:1-6-13 of the Administrative Code.

3.6 Caller ID Blocking

A calling party may block the passage of his/her telephone number, associated main listed name and voiceback of calling identification information to users or subscribers to Optional Central Office Services which utilize Signaling System 7 (SS7) technology. Blocking will also prevent call completion through the use of Return Call (*69) Service. Customers have two blocking options as follows:

- 3.6.1 Per-Call Blocking - To activate per-call blocking, a Customer dials a special code prior to placing a call. Blocking will be activated for that outgoing call only. There is no charge for using per-call blocking, and it is provided on an unlimited basis. Per-call blocking is available to all Customers in the Company's McClure, Ohio service territory.
- 3.6.2 Per-Line Blocking - Per-Line Blocking must be added to a Customer's line by contacting the Telephone Company's business office and having a service order issued. All calls are automatically blocked when a Customer subscribes to Per-Line Blocking unless the blocking feature is deactivated. If a Customer subscribes to Per-Line Blocking, he/she can deactivate blocking by dialing a special code prior to placing a call. Blocking will be deactivated for that outgoing call only. As facilities permit, a Per-Line Blocking Customer will be provided with a separate code to deactivate blocking, which is different from the per call blocking code. Where this separate code is not available, the code for per-call blocking and the code to deactivate Per-Line Blocking will be the same. Per-Line Blocking is available to all Customers in the Company's McClure, Ohio service territory. Per-Line Blocking is provided without charge, except as discussed below.

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SECTION 3 - DESCRIPTION OF SERVICES AND RATES, CONTINUED**3.6 Caller ID Blocking, Continued****3.6.2 Per-Line Blocking, Continued**

Per-Line Blocking will be available to all Customers, free of charge, in the Company's McClure, Ohio service area and can only be added or removed from a Customer's line by placing a service order with the Company. Initial requests for Per-Line Blocking will be provided at no charge. Subsequent requests for Per-Line Blocking for the same Customer and telephone number at the same address may be charged the applicable non-recurring charge(s). This non-recurring charge will be waived for Customers of the Company who are victims of domestic violence, the staffs of domestic violence programs and agencies, and emergency services personnel, while performing their jobs.

Customers who use either per-call blocking or line blocking may be unable to complete calls to Caller ID subscribers who have activated the Anonymous Call Rejection feature (ACR) of Caller ID services. If a Customer using blocking calls a Caller ID subscriber who has activated Anonymous Call Rejection, he/she will hear an announcement that the Caller ID subscriber is not accepting blocked calls. There are several ways to complete a call to a Caller ID subscriber who has activated Anonymous Call Rejection: (1) place the call through an operator; (2) place the call using a telephone calling card; or (3) place the call without blocking. Options (1) and (2) involve charges in addition to the cost of the call. However, the live operator surcharge will be waived for the Company's Customers who are victims of domestic violence, the staffs of domestic violence program agencies and emergency service personnel, while in the performance of their jobs. If the operator surcharge cannot be waived when the call is being placed, the Company will, upon notification, credit the live operator surcharge to the aforementioned party's telephone bill. Furthermore, should alternative methods become available in the future which permit the aforementioned to access the ACR party without revealing the caller's telephone number, the Company will waive any additional charges associated with such alternative methods. Blocked calls routed to the Anonymous Call Rejection (ACR) announcement will not be rated as completed calls.

Caller ID blocking will not prevent the delivery of telephone numbers to 911 emergency service providers. Caller ID blocking currently will not work for callers who place calls to 8xx, 900, and/or other information and message services carrying a specific charge billed to a caller by a local telephone company.

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SECTION 3 - DESCRIPTION OF SERVICES AND RATES, CONTINUED**3.7 Toll Presubscription**

3.7.1 Toll Presubscription is a procedure whereby a Customer designates to the Telephone Company the IntraLATA and InterLATA Toll Providers, i.e., Interexchange Carriers (IXCs) which the Customer wishes to be the carriers of choice for toll calls. Such calls are automatically directed to the designated carrier(s) without the need to use carrier access codes or additional dialing to direct the calls to the designated carrier. Toll presubscription does not prevent a Customer, who has presubscribed to a toll carrier, from using carrier access codes or additional dialing to direct calls to an alternative toll carrier on a per call basis.

- (A) Each carrier will have one or more access codes assigned to it for various types of service. When an end user selects a carrier as its preferred IXC, only one access code of that carrier may be incorporated into the switching system of the Telephone Company permitting access to that carrier by the end user without dialing an access code. Should the same end user wish to use other services of the same carrier, it will be necessary for the end user to dial the necessary access code(s) to reach that carrier's other service(s).
- (B) An IXC must use Feature Group D (FGD) Switched Access Service to qualify as a presubscription toll provider unless prior arrangements have been made with or by the Telephone Company. IXCs must submit an Access Service Request (ASR) to the Telephone Company.

3.7.2 Selection of toll presubscription provider by an end user is subject to the following terms and conditions.

- (A) At the option of the IXCs, the nonrecurring charge for a change in toll presubscription, as provided herein, may be billed to the IXCs, instead of the end user.

3.7.3 Presubscription Charge Application

- (A) End user choices for toll presubscription:
 - Designating an intraLATA and interLATA IXC(s) as primary carrier(s) thereby requiring no access code to access those IXCs' service. End users are not required to choose the same IXC for intraLATA and interLATA toll presubscription. Other nonpresubscribed IXCs are accessed by dialing 10XXX, 101XXXX, or other required codes.
 - Choosing no carrier as a primary carrier thus requiring 10XXX or 101XXXX code dialing to access all IXCs.

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SECTION 3 - DESCRIPTION OF SERVICES AND RATES, CONTINUED**3.7 Toll Presubscription, Continued****3.7.3 Presubscription Charge Application, Continued**

- (B) If a new Customer cannot decide upon presubscription IXC's, the Telephone Company may extend a 30-day period following completion of the initial service request to make a choice without charge. In the interim, the Customer will be assigned as a 'No-PIC' and must dial an access code to make toll calls.

- 3.7.4 If an IXC elects to discontinue Feature Group D access service, the IXC is obligated to contact, in writing, all end users who have selected the canceling IXC as their preferred toll provider. The IXC must inform the end users that it is canceling its Feature Group D Service, request that the end user select a new IXC, and state that the canceling IXC will pay the PIC change charge as provided herein. The IXC must provide written notification to the Telephone Company that this activity has taken place.

- (A) Following the IXC's discontinuance of service, the Telephone Company will bill the canceling IXC the change charge for each end user that is currently designated to the IXC at the time of discontinuance.

- 3.7.5 An unauthorized PIC change is a change in the presubscribed IXC that the end user denies authorizing. PIC disputes for end users are resolved through an investigative process.

- (A) If an unauthorized change in toll presubscription occurs, the IXC making the unauthorized change will be assessed a charge for unauthorized change in presubscription as provided at the end of this section. In addition, the IXC will be assessed the applicable charge for returning the end user to the preferred IXC.

3.7.6 End User Charge Discrepancy

- (A) When a discrepancy is determined regarding an end user's designation of a presubscription IXC, the following applies depending upon the situation described:

- (1) A signed letter of authorization takes precedence over any order other than subsequent, direct customer contact with the Telephone Company.
- (2) When two or more orders are received for an end user line generated by telemarketing, the date field on the mechanized record used to transmit PIC change information will be used as the PIC authorization date. The order with the latest application date/time determines customer choice.

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SECTION 3 - DESCRIPTION OF SERVICES AND RATES, CONTINUED**3.7 Toll Presubscription, Continued****3.7.6 End User Charge Discrepancy, Continued****(A) Continued****(2) Continued**

- (a) If an end user denies requesting a change in toll presubscription as submitted by an IXC, and the IXC is unable to produce a letter of authorization, signed by the end user, the IXC will be assessed all applicable change charges. The nonrecurring change charges are provided herein. The IXC will also be assessed the presubscription change charge as specified herein, which was previously billed to the end user.

(B) Verification of Orders for Telemarketing

Neither the IXC or the Telephone Company shall submit a PIC change order generated by outbound telemarketing unless and until the order has first been confirmed in accordance with the F.C.C.'s current anti-slamming practices and procedures.

(C) PIC Switchback Option-Business/Residence

PIC Switchback is an option under which no investigation activities are performed by the Telephone Company when an end user denies requesting a change in primary toll carrier submitted by the IXCs. The IXC participating in PIC Switchback will be billed the presubscription change charge, as specified herein, to switch the end user to the end user's previous carrier.

When the Telephone Company is contacted by an end user who denies requesting a change in primary toll carrier, the end user will be credited the charge assessed for the disputed change in carrier, and will be switched back to the previous IXC at no charge. If this service is made available by the Telephone Company, IXCs may subscribe to or cancel PIC Switchback Service on 30 days notice to the Telephone Company by submitting a written request. A letter of authorization from the IXC will not be requested or accepted at a later date in the event of dispute of the charges assessed under the PIC Switchback option.

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SECTION 3 - DESCRIPTION OF SERVICES AND RATES, CONTINUED**3.7 Toll Presubscription, Continued****3.7.6 End User Charge Discrepancy, Continued****(C) PIC Switchback Option-Business/Residence, Continued**

This option in no way relieves an IXC of the F.C.C. requirements for verifying all PIC orders obtained by outbound telemarketing prior to submitting those orders, or instituting steps to obtain verification of orders submitted to the Telephone Company.

In addition, the end user has the option of initiating a complaint to the F.C.C. or the Public Utilities Commission of Ohio concerning unauthorized changes in toll presubscription.

Primary Interexchange Carrier Change Charge

**Nonrecurring
Charge**

PIC Change Charge, per line, per occurrence

\$5.00

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Exhibit A-2 Carrier to Carrier Tariff

SWITCHED ACCESS SERVICE

TARIFF APPLICABLE TO
TELESTRIDE, LLC
FACILITIES-BASED COMPETITIVE LOCAL EXCHANGE CARRIER

Regulations and Schedule of Charges for
Intrastate Switched Access Service
To the McClure, Ohio Service Area of the McClure Telephone Company

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SWITCHED ACCESS SERVICE

CHECK SHEET

Pages 1 to 116, inclusive, of this tariff are effective as of the date shown.

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SWITCHED ACCESS SERVICE

TABLE OF CONTENTS

	<u>PAGE NO.</u>
Check Sheet	1
Table of Contents	2
Explanation of Symbols	6
Explanation of Abbreviations	6
Reference to Technical Publications	9
1. <u>APPLICATION OF TARIFF</u>	11
2. <u>GENERAL REGULATIONS</u>	12
2.1 <u>Undertaking of the Telephone Company</u>	12
2.1.1 Scope	12
2.1.2 Limitations	12
2.1.3 Liability	13
2.1.4 Provision of Services	14
2.1.5 Installation and Termination of Services	14
2.1.6 Maintenance of Services	15
2.1.7 Changes and Substitutions	15
2.1.8 Refusal and Discontinuance of Service	15
2.1.9 Limitation of Use of Metallic Facilities	16
2.1.10 Notification of Service-Affecting Activities	17
2.1.11 Provision and Ownership of Telephone Numbers	17
2.1.12 Coordination with Respect to Network Contingencies	17
2.2 <u>Use</u>	17
2.2.1 Interference or Impairment	17
2.2.2 Unlawful Use	18
2.3 <u>Obligations of the Customer</u>	18
2.3.1 Damages	18
2.3.2 Ownership of Facilities	19
2.3.3 Equipment Space and Power	19
2.3.4 Availability for Testing	19
2.3.5 Balance	19

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SWITCHED ACCESS SERVICE

TABLE OF CONTENTS (Cont'd)

2.3	<u>Obligations of the Customer (Cont'd)</u>	
2.3.6	Design of Customer Services	20
2.3.7	Reference to the Telephone Company	20
2.3.8	Claims and Demands for Damages	20
2.3.9	Jurisdictional Report Requirements	21
2.3.10	Determination of Intrastate Charges for Mixed Interstate and Intrastate Switched Access Service	25
2.3.11	Discontinuance of Service by Customer	26
2.3.12	Discontinuance of Service by Interexchange Carriers - Procedures	26
2.4	<u>Payment Arrangements and Credit Allowance</u>	28
2.4.1	Payment of Rates, Charges and Deposits	28
2.4.2	Binding Arbitration	33
2.4.3	Credit Allowance for Service Interruptions	41
2.4.4	Re-establishment of Service Following Fire, Flood, or Other Occurrence	44
2.4.5	Access Services Provided by More Than One Telephone Company	45
2.4.6	Access Services Provided to Commercial Mobile Radio Service ("CMRS") Carriers	46
2.5	<u>Connections</u>	47
2.5.1	General	47
2.6	<u>Definitions</u>	47
3.	<u>RESERVED FOR FUTURE USE</u>	61
4.	<u>RESERVED FOR FUTURE USE</u>	62
5.	<u>ORDERING SERVICE</u>	63
5.1	<u>General</u>	63
5.1.1	Ordering Conditions	63
5.1.2	Provision of Other Services	63
5.2	<u>Access Order</u>	64
5.3	<u>Traffic Engineering Responsibilities</u>	65
5.4	<u>Access Order Service Intervals</u>	66
5.5	<u>Access Order Modifications</u>	66
5.6	<u>Cancellation of an Access Order</u>	67

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SWITCHED ACCESS SERVICE

TABLE OF CONTENTS (Cont'd)

5.	<u>ORDERING SERVICE (Cont'd)</u>	
5.7	<u>Selection of Facilities for Access Orders</u>	68
5.8	<u>Minimum Period</u>	68
6.	<u>SWITCHED ACCESS SERVICE</u>	69
6.1	<u>General</u>	69
6.2	<u>Rate Categories</u>	69
6.3	<u>Provision and Description of Switched Access Service Feature Groups</u>	74
6.3.1	Feature Group D (FGD)	74
6.3.2	Manner of Provision	79
6.3.3	Common Switching Transport Termination Optional Features	81
6.4	<u>Transmission Specifications</u>	95
6.4.1	Mileage Measurement	95
6.5	<u>Obligations of the Telephone Company</u>	96
6.5.1	Network Management	96
6.5.2	Design and Traffic Routing of Switched Access Service	96
6.5.3	Provision of Service Performance Data	97
6.5.4	Trunk Group Measurement Reports	97
6.5.5	Determination of Number of Transmission Paths	97
6.5.6	Design Blocking Measurement	98
6.5.7	Design Layout Report	98
6.6	<u>Obligations of the Customer</u>	99
6.6.1	Supervisory Signaling	99
6.6.2	Trunk Group Measurement Reports	99
6.7	<u>Rate Regulations</u>	99
6.7.1	Application of Rates and Charges	99
6.7.2	Minimum Periods	102
6.7.3	Minimum Monthly Charge	102
6.7.4	Measuring Access Minutes	102
7.	<u>RESERVED FOR FUTURE USE</u>	105
8.	<u>RESERVED FOR FUTURE USE</u>	106

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SWITCHED ACCESS SERVICE

TABLE OF CONTENTS (Cont'd)

9.	<u>ADDITIONAL ENGINEERING, ADDITIONAL LABOR AND MISCELLANEOUS SERVICES</u>	107
9.1	<u>Additional Engineering</u>	107
	9.1.1 Charges for Additional Engineering	107
9.2	<u>Additional Labor</u>	107
	9.2.1 Overtime Installation	107
	9.2.2 Overtime Repair	107
	9.2.3 Stand by	108
	9.2.4 Testing and Maintenance with Other Telephone Companies	108
	9.2.5 Testing Services	108
	9.2.6 Other Labor	108
	9.2.7 Charges for Additional Labor	108
9.3	<u>Miscellaneous Services</u>	108
	9.3.1 Maintenance of Service	108
	9.3.2 Reserved For Future Use	109
	9.3.3 Reserved For Future Use	109
	9.3.4 Reserved For Future Use	109
	9.3.5 Reserved For Future Use	109
	9.3.6 Bill Name and Address Information	109
10.	<u>SPECIAL CONSTRUCTION</u>	110
10.1	<u>General</u>	110
10.2	<u>Conditions Requiring Special Construction</u>	110
11.	<u>RESERVED FOR FUTURE USE</u>	111
12.	<u>RATES AND CHARGES</u>	112
12.1	<u>General</u>	112
12.2	<u>Rates</u>	112
	12.2.1 Switched Access Service	112
	12.2.2 End User Fees	114
	12.2.3 Miscellaneous	115

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SWITCHED ACCESS SERVICE

EXPLANATION OF SYMBOLS

D — To signify decreased rate

I — To signify increased rate

C — To signify all other changes

EXPLANATION OF ABBREVIATIONS

ac	-Alternating current
ANI	-Automatic Number Identification
AT&T	-American Telephone and Telegraph Company
BD	-Business Day
BHMC	-Busy Hour Minutes of Capacity
BNA	-Bill Name and Address
BTN	-Billed Telephone Number
CCS	-Common Channel Signaling
CCSN	-Common Channel Signaling Network
CCSAC	-Common Channel Signaling Access Capability
CLEC	-Competitive Local Exchange Carrier
CMRS	-Commercial Mobile Radio Service
CO	-Central Office
CNP	-Charge Number Parameter
Cont'd	-Continued
CPE	-Customer Premises Equipment
CPN	-Calling Party Number
CSP	-Carrier Selection Parameter
DA	-Directory Assistance
dB	-decibel
dc	-direct current
EPL	-Echo Path Loss
ESS	-Electronic Switching System
ESSX	-Electronic Switching System Exchange
f	-frequency
F.C.C.	-Federal Communications Commission
FX	-Foreign Exchange

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EXPLANATION OF ABBREVIATIONS (Cont'd)

IC	-Interexchange Carrier
ICB	-Individual Case Basis
IP	-Internet Protocol
kbps	-kilobits per second
kHz	-kilohertz
LATA	-Local Access and Transport Area
LOAD	-Letter of Authorization of Discontinuance
LOAI	-Letter of Authorization of Impairment of Service
MMUC	-Minimum Monthly Usage Charge
MRC	-Monthly Recurring Charge
MTA	-Major Trading Area
MTS	-Message Telecommunications
NPA	-Numbering Plan Area
NRC	-Nonrecurring Charge
NTS	-Non-Traffic Sensitive
NXX	-Three-Digit Central Office Code
PBX	-Private Branch Exchange
PCM	-Pulse Code Modulation
PI	-Priority Installation
POT	-Point of Termination
PR	-Priority Restoration
SAC	-Service Access Code
SNAL	-Signaling Network Access Link
SP	-Signaling Point
SPOI	-Signaling Point of Interface
SRL	-Singing Return Loss
SSN	-Switched Service Network
SS7	-Signaling System 7
SSP	-Service Switching Point
STP	-Signaling Transfer Point

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EXPLANATION OF ABBREVIATIONS (Cont'd)

TSP	-Telecommunications Service Priority
TSPS	-Traffic Service Position System
TV	-Television
USOC	-Uniform Service Order Code
VG	-Voice Grade
V&H	-Vertical & Horizontal
VOIP	-Voice-Over-Internet-Protocol
WATS	-Wide Area Telecommunications Service(s)

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REFERENCE TO TECHNICAL PUBLICATIONS

The following technical publications are referenced in this tariff and may be obtained from Bell Communications Research, Inc., Customer Services, 60 New England Ave., Piscataway, NJ 08854-4196.

Technical Reference:

PUB 41004 Data Communications Using Voiceband Private Line Channels
Issued: October, 1973

PUB 62310 Digital Data System Channel Interface Specification
Issued: September, 1983

PUB 62411 High Capacity Digital Service Channel Interface Specification
Issued: September, 1983, Addendum October, 1984

TR-NWT-000334, Issue 2 Voice Grade Switched Access Service -
Transmission Parameter Limits and Interface Combinations
Issued: September 1990

TR-TSY-000335, Issue 2 Voice Grade Special Access Service -
Transmission Parameter Limits and Interface Combinations
Issued: May 1990

TR-NPL-000336 Metallic and Telegraph Grade Special Access Service -
Transmission Parameter Limits and Interface Combinations
Issued: October 1987

TR-NPL-000337 Program Audio Special Access Service and Local Channel
Services
Issued: July 1987

TR-NPL-000341 Digital Data Special Access Service -
Transmission Parameter and Interface Combinations
Issued: March 1989

TR-INS-000342 High Capacity Digital Special Access Service
Issued: February 1991

SR-STDS-000307 NC/NCI Code Dictionary
Issued: December 1990

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REFERENCE TO TECHNICAL PUBLICATIONS (Cont'd)

The following technical publication is referenced in this tariff and may be obtained from the Bell Communication Technical Education Center Room B02, 6200 Route 53, Lisle, IL 60532:

Telecommunications Transmission Engineering
Volume 3 - Networks and Services (Chapters 6 and 7)
Second Edition, 1980
Issued: June, 1980

The following technical publication is referenced in this tariff and may be obtained from the National Exchange Carrier Association, Inc., Director - Tariff and Regulatory Matters, 100 S. Jefferson Road, Whippany, N.J. 07981 and the Federal Communications Commission's commercial contractor.

PUB AS No. 1 - Issue II Access Service
Issued: May, 1984, Addendum: March, 1987

The following technical publications are referenced in this tariff and may be obtained from Bell Communications Research, Inc. Distribution Storage Center, 60 New England Avenue, Piscataway, N.J. 08854. Updates to this document are performed periodically.

1. Multiple Exchange Carrier Access Billing Guidelines (MECAB)

Ordering and Billing Forum
Issued: November, 1987 Available: November, 1987

2. Multiple Exchange Carrier Ordering and Design guidelines (MECOD)

Ordering and Billing Forum
Issued: October, 1985 Available: November, 1985

The following publications are referenced in this tariff and may be obtained from the Government Printing Office, Superintendent of Documents, Document Control Branch, 941 N. Capitol St., N.E., Washington, D.C. 20401.

Telecommunications Service Priority (TSP) System for National Security Emergency Preparedness (NSEP) Service Vendor Handbook, National Communications System (NCSH 3-1-2)

Dated: July 9, 1990

Available: August, 1990

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SWITCHED ACCESS SERVICE**1. Application of Tariff**

- 1.1 This tariff applies to intrastate switched access service supplied to Customers for origination or termination of traffic to and from central office codes assigned to TeleStride, LLC, hereafter referred to as the Company, Telephone Company or TeleStride.
- 1.2 The provision of such services by the Telephone Company as set forth in this tariff does not constitute a joint undertaking with the Customer for the furnishing of any service. The Customer and the Telephone Company are not partners, joint ventures, agents or representatives of each other for any purpose whatsoever.
- 1.3 None of the provisions of this tariff constitute the End User and the Telephone Company as partners, joint ventures, agents or representatives of each other for any purpose whatsoever.
- 1.4 The Telephone Company offers all services under this tariff as a competitive local exchange carrier ("CLEC"). The Telephone Company shall be treated as a rural CLEC, as defined by 47 C.F.R. § 61.26, when the Telephone Company terminates traffic to a conference bridge or similar equipment located in an incorporated place with less than 50,000 inhabitants regardless of whether the traffic is originated by End Users located in an urbanized area or an incorporated place with 50,000 or more inhabitants.
- 1.5 The Telephone Company is a limited liability company which is controlled by and whose sole managing member is Mr. James Troup. Mr. Troup owns 50 percent of the membership interests in the Telephone Company. PTel, LP, owns the remaining 50 percent of the membership interests in the Telephone Company. PTel, LP is an End User of the Telephone Company's telecommunications services.
- 1.6 Switched Access Service is only available under this tariff for originating Calls from or terminating Calls to End Users to whom the Telephone Company has offered Direct Session Initiation Protocol ("SIP") Connect Service for a fee. Direct SIP Connect Service provides End Users with a single SIP interface and a private ethernet connection for End User Access Service to the public switched network.
- 1.7 If any provision of this tariff shall be held invalid or unenforceable by the FCC or a court, such provision shall be deemed deleted from this tariff and replaced by a valid and enforceable provision which so far as possible achieves the intent of the original tariff provision. The remaining provisions of this tariff shall continue in full force and effect.
- 1.8 No failure or delay in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

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SWITCHED ACCESS SERVICE

2. **General Regulations**2.1 **Undertaking of the Telephone Company**2.1.1 **Scope**

- (A) The Telephone Company does not undertake to transmit messages under this tariff.
- (B) The Telephone Company shall be responsible only for the installation, operation and maintenance of the service it provides.
- (C) The Telephone Company will, for maintenance purposes, test its services only to the extent necessary to detect and/or clear troubles.
- (D) Services are provided 24 hours daily, seven days per week, except as set forth in other sections of this tariff.

2.1.2 **Limitations**

- (A) The Customer may assign or transfer the use of services under this tariff if there is no interruption in or relocation of services. The assignee or transferee must agree to assume all outstanding indebtedness for services provided under this tariff and any termination liability associated with the services provided. The Customer will remain jointly liable with the assignee or transferee for any obligations existing at the time of the assignment.

Prior to assignment, the Telephone Company must acknowledge in writing that all requirements have been met. Acknowledgement will be made within fifteen days after the Telephone Company has been notified of the proposed assignment.

- (B) All services offered in this tariff will be provided on a first-come first-served basis except as provided for following.
- (C) Switched Access Service is only available under this tariff for originating Calls from or terminating Calls to End Users to whom the Telephone Company has offered Direct SIP Connect Service for a fee.

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2. **General Regulations** (Cont'd)2.1 **Undertaking of the Telephone Company** (Cont'd)2.1.3 **Liability**

- (A) Except in the case of willful misconduct for which the Telephone Company's liability is not limited by this tariff, the Telephone Company's liability for damages shall not exceed an amount equal to the proportionate tariff charge for the period during which the service was affected. This liability for damages shall be in addition to any amounts that may be due the Customer as described in Section 2.4.3, following
- (B) The Telephone Company shall not be liable for any act or omission of any other carrier, Customer, other entity or third party providing a portion of a service.
- (C) The Telephone Company is not liable for damages to the Customer Premises resulting from the furnishing of a service, including the installation and removal of equipment and associated wiring, unless the damage is caused by the Telephone Company's negligence.
- (D) The Telephone Company shall be indemnified, defended and held harmless by the End User against any claim, loss or damage arising from:
 - (1) Claims for libel, slander, invasion of privacy, or infringement of copyright or unauthorized use of any trademark, trade name, or service mark arising out of the material, data, information, or other content transmitted over the Telephone Company's facilities;
 - (2) Claims for patent infringement arising from the End User's acts combining or using the service furnished by the Telephone Company in connection with facilities or equipment furnished by the End Users or IC;
 - (3) Any claim, loss or damage arising from the use of services offered under this tariff including but not limited to claims by subscribers to or users of any services provided to or resold by the Customer; and
 - (4) All other claims arising out of any act or omission of the End User in the course of using the Telephone Company's service(s).

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2. **General Regulations** (Cont'd)2.1 **Undertaking of the Telephone Company** (Cont'd)2.1.3 **Liability** (Cont'd)

- (E) The Telephone Company's failure to provide or maintain services under this tariff shall be excused by acts or omissions of the Customer or any third party, labor difficulties, governmental orders, civil commotions, criminal actions taken against the Telephone Company, Acts of God and other circumstances beyond the Telephone Company's reasonable control, subject to the Credit Allowance for a Service Interruption as set forth in Section 2.4.3, following.
- (F) The Telephone Company shall be indemnified, defended and held harmless by the Customer, against any claim, loss or damage arising from the use of the Telephone Company's service(s) including, but not limited to claims by End Users of the Switched Access Service that the Telephone Company provided to the Customer, and claims by users of service(s) provided by or resold by the Customer.
- (G) The Telephone Company will not be liable for any consequential, incidental or indirect damages for any cause of action, whether in contract or tort. Consequential, incidental and indirect damages include, but are not limited to lost projects, lost revenues and loss of business opportunity, whether or not the Telephone Company was aware or should have been aware of the possibility of these damages.

2.1.4 **Provision of Services**

The Telephone Company's obligation to furnish the services described in this tariff is dependent upon its ability to provide such service after provision has been made for the Telephone Company's telephone exchange service.

2.1.5 **Installation and Termination of Services**

The services provided under this tariff (A) will include any entrance cable or drop wiring and wire or intra-building cable to that point where provision is made for termination of the Telephone Company's outside distribution network facilities and (B) will be installed by the Telephone Company to the Point of Termination. Wire required within a building to extend Access Service facilities will be provided, at the Customer's request, on a time sensitive charge basis. The labor rates for the installation of such wire are the same as those set forth in Section 12.2.3(B), following, for Additional Labor.

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SWITCHED ACCESS SERVICE2. **General Regulations** (Cont'd)2.1 **Undertaking of the Telephone Company** (Cont'd)2.1.6 **Maintenance of Services**

The services provided under this tariff shall be maintained by the Telephone Company. The Customer or others may not rearrange, move, disconnect, remove or attempt to repair any facilities provided by the Telephone Company, other than by connection or disconnection to any interface means used, except with the written consent of the Telephone Company.

2.1.7 **Changes and Substitutions**

Except as provided for equipment and systems subject to FCC Part 68 Regulations at 47 C.F.R. Section 68.110(b), the Telephone Company may, where such action is reasonably required in the operation of its business, (A) change any facilities used in providing service under this tariff, (B) change minimum protection criteria, (C) change operating or maintenance characteristics of facilities or (D) change operations or procedures of the Telephone Company. The Telephone Company shall not be responsible if the change renders Customer furnished services obsolete or requires modification of the Customer furnished services. If such change materially affects the operating characteristics of the facility, the Telephone Company will provide reasonable notification to the Customer in writing. Reasonable time will be allowed for any redesign and implementation required by the changes made. The Telephone Company will work cooperatively with the Customer to determine reasonable notification procedures.

2.1.8 **Refusal and Discontinuance of Service**

(A) Unless the provisions of Sections 2.2.1(B) or 2.5, following apply, if a customer fails to comply with Section 2.1.6, preceding, or Sections 2.2.2, 2.3.1, 2.3.4, 2.3.5, or 2.4, following, including any payments to be made by it on the dates and times herein specified, the Telephone Company may on thirty (30) days written notice by Certified U.S. Mail to the person designated by that Customer to receive such notices of noncompliance, take the following actions:

- (1) refuse additional applications for service and/or refuse to complete any pending orders for service by the non-complying Customer at any time thereafter, or

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2. **General Regulations** (Cont'd)2.1 **Undertaking of the Telephone Company** (Cont'd)2.1.8 **Refusal and Discontinuance of Service** (Cont'd)

(A) (Cont'd)

(2) discontinue the provision of service to the Customer.

In the case of discontinuance, all applicable charges, including termination charges, shall become due.

If the Telephone Company does not refuse additional applications for service or discontinue service on the date specified in the thirty (30) days notice, and the Customer's noncompliance continues, nothing contained herein shall preclude the Telephone Company's right to discontinue service or refuse additional applications for service to the non-complying Customer without further notice.

(B) When Switched Access Service is provided by more than one Telephone Company, the companies involved in providing the joint service may individually or collectively deny service to a Customer for nonpayment. Where the Telephone Company(s) affected by the nonpayment is incapable of effecting discontinuance of service without cooperation from the other joint providers of Switched Access Service, such other Telephone Company(s) will, if technically feasible, assist in denying the joint service to the Customer. Service denial for such joint service will only include calls originating or terminating within, or transiting, the operating territory of the Telephone Companies initiating the service denial for nonpayment. When more than one of the joint providers must deny service to effectuate termination for nonpayment, in cases where a conflict exists in the applicable tariff provisions, the tariff regulations of the end office Telephone Company shall apply for joint service discontinuance.

2.1.9 **Limitation of Use of Metallic Facilities**

Signals applied to a metallic facility shall conform to the limitations set forth in Technical Reference Publication AS No. 1. Where necessary, the Customer shall be responsible for the provision of current limiting devices to protect Telephone Company facilities from excessive current due to abnormal conditions and for the provisions of noise mitigation networks when required to reduce excessive noise.

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2. General Regulations (Cont'd)2.1 Undertaking of the Telephone Company (Cont'd)2.1.10 Notification of Service-Affecting Activities

The Telephone 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 additions, removals, and routine preventative maintenance. Generally, such activities are not individual Customer service specific, they affect many Customer services. No specific advance notification period is applicable to all service activities. The Telephone Company will work cooperatively with the Customer to determine the notification requirements.

2.1.11 Provision and Ownership of Telephone Numbers

The Telephone Company reserves the reasonable right to assign, designate or change telephone numbers associated with Switched Access Service, or the Telephone Company serving Central Office prefixes associated with such numbers, when necessary in the conduct of its business.

2.1.12 Coordination with Respect to Network Contingencies

The Telephone 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.

2.2 Use2.2.1 Interference or Impairment

- (A) The facilities and equipment provided by the Customer which are used in conjunction with Telephone Company facilities in the provision of Switched Access Service shall not interfere with or impair the provision of service by the Telephone Company.

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2. General Regulations (Cont'd)2.2 Use2.2.1 Interference or Impairment (Cont'd)

- (B) If interference as described in (A), above exists, except for equipment subject to the F.C.C. Part 68 rules in 47 C.F.R. Section 68.108, when practicable, the Telephone Company will notify the Customer that service will be temporarily disconnected until the problem is corrected. When prior notice is not practical, the Telephone Company may temporarily disconnect services without prior notification to the Customer. The Customer will be notified of the action as soon as possible and given the opportunity to correct the problem. During the period of discontinuance, the credit allowance for service interruptions as set forth in Section 2.4.3, following, does not apply.

2.2.2 Unlawful Use

The service(s) provided under this tariff shall not be used for an unlawful purpose.

The use of the Switched Access Service provided under this tariff to access audio recordings (including but not limited to the recordings of church sermons, seminars or other presentations), voice mail systems, help desks, chat lines, call center operations, conference bridges, or similar operations is lawful.

2.3 Obligations of the Customer2.3.1 Damages

The Customer shall reimburse the Telephone Company for damages to the Telephone Company facilities caused by the negligence or willful act of the Customer, or resulting from the Customer's improper use of the Telephone Company facilities, or due to malfunction of any facilities or equipment provided by other than the Telephone Company. Nothing in the foregoing provision shall be interpreted to hold one Customer liable for another Customer's actions. The Telephone Company will, upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subrogated to the right of recovery by the Telephone Company for the damages to the extent of such payment.

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2. **General Regulations** (Cont'd)2.3 **Obligations of the Customer** (Cont'd)2.3.2 **Ownership of Facilities**

Facilities utilized by the Telephone Company to provide service shall remain the property of the Telephone Company. Such facilities shall be returned to the Telephone Company by the Customer, whenever requested, within a reasonable period following the request in as good condition as reasonable wear will permit. Any cost of repair or replacement for unreasonable wear or damage will be billed to the Customer who utilized the equipment.

2.3.3 **Equipment Space and Power**

The Customer shall furnish or arrange to have furnished to the Telephone Company, at no charge, equipment space and electrical power required by the Telephone Company to provide service at the Points of Termination of such service. The selection of ac or dc power shall be mutually agreed to by the Customer and the Telephone Company. The Customer shall also make necessary arrangements in order that the Telephone Company will have access to such space at reasonable times for installing, testing, repairing or removing Telephone Company service(s).

2.3.4 **Availability for Testing**

The service(s) provided under this tariff shall be available to the Telephone Company at times mutually agreed upon in order to permit the Telephone Company to make tests and adjustments appropriate for maintaining the service(s) in satisfactory operating condition. Such tests and adjustments shall be completed within a reasonable time. No credit will be allowed for any interruptions involved during such tests and adjustments.

2.3.5 **Balance**

All signals for transmission over the service(s) provided under this tariff shall be delivered by the Customer balanced to ground except for ground start, duplex (DX) and Alarm System type signaling and dc telegraph transmission at speeds of 75 baud or less.

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SWITCHED ACCESS SERVICE2. **General Regulations** (Cont'd)2.3 **Obligations of the Customer** (Cont'd)2.3.6 **Design of Customer Services**

Subject to the provisions of Section 2.1.7, preceding, the Customer shall be solely responsible, at its own expense, for the overall design of its services and for any redesigning or rearrangement of its services which may be required because of changes in facilities, operations or procedures of the Telephone Company, minimum protection criteria or operating or maintenance characteristics of the facilities.

2.3.7 **Reference to the Telephone Company**

The Customer may advise End Users that certain services are provided by the Telephone Company in connection with the service the Customer furnishes to End Users; however, the Customer shall not represent that the Telephone Company jointly participates in the Customer's services.

2.3.8 **Claims and Demands for Damages**

- A. The Customer shall defend, indemnify and save harmless the Telephone Company from and against any suits, claims, losses or damages, including punitive damages, attorney fees and court costs by third persons arising out of the construction, installation, operation, maintenance, or removal of the Customer's circuits, facilities, or equipment connected to the Telephone Company's service(s), including, without limitation, Workmen's Compensation claims, actions for infringement of copyright and/or unauthorized use of program material, libel and slander actions based on the content of communications transmitted over the Customer's circuits, facilities or equipment, and proceedings to recover taxes, fines, or penalties for failure of the Customer to obtain or maintain in effect any necessary certificates, permits, licenses, or other authority to acquire or operate the services provided by the Telephone Company. The Customer shall defend, indemnify and save harmless the Telephone Company from and against any suits, claims, losses or damages, including punitive damages, attorney fees and court costs by the Customer or third parties arising out of any act or omission of the Customer or third parties in the course of using the Telephone Company's service(s) provided to the Customer.

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2. General Regulations (Cont'd)2.3 Obligations of the Customer (Cont'd)2.3.8 Claims and Demands for Damages (Cont'd)

- B. The Customer shall not assert any claims, suits or other actions against the Telephone Company or refuse to pay any bills of the Telephone Company due to the type of End User that places or receives the call, due to the actual volume of calls, or because calls were placed to audio recordings (including but not limited to the recordings of church sermons, seminars or other presentations), conference bridges, chat lines, call center operations, help desk provisions, or similar operations. The Customer shall indemnify, and save harmless the Telephone Company from and against any suits, claims, losses or damages, including punitive damages, attorney fees, and court costs by the Customer or third persons arising out of any claims asserted for such calls placed by or received by the Customer's end users.

2.3.9 Jurisdictional Report RequirementsA Jurisdictional Reports - Switched Access

- (1) (a) Pursuant to Federal Communications Commission Order FCC 85-145 adopted April 16, 1985, usage is to be developed as though every call that enters a Customer network at a point within the same state as that in which the called station (as designated by the called station telephone number) is situated is an intrastate communication and every call for which the point of entry is in a state other than that where the called station (as designated by the called station telephone number) is situated is an interstate communication.
- (b) Except in cases where the Telephone Company is billing according to actuals by jurisdiction, projected interstate percentages will be used by the Telephone Company to apportion the usage between interstate and intrastate.
- (2) When a Customer orders Feature Group D Switched Access Service(s), the Customer may provide the projected interstate percentage for interstate usage for each end office group in its order unless the Telephone Company bills the Customer according to the actual interstate and intrastate usage as measured by the Telephone Company. This percentage is subject to audit by the Telephone Company as set forth in Section 2.3.9(A)(5), following.

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2. General Regulations (Cont'd)2.3 Obligations of the Customer (Cont'd)2.3.9 Jurisdictional Report Requirements (Cont'd)A. Jurisdictional Reports - Switched Access (Cont'd)

(2) (Cont'd)

If the Customer does not provide the projected interstate percentage for interstate usage, the Telephone Company will, where the jurisdiction can be determined from the call detail, determine the projected interstate percentage as follows:

- (a) For originating Access Minutes, the projected interstate percentage will be developed on a monthly basis by End Office 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.
- (b) For terminating Access Minutes, the data used by the Telephone Company to develop the projected interstate percentage for originating Access Minutes will be used to develop projected interstate percentage for such terminating Access Minutes. When originating call details are insufficient to determine the jurisdiction for the call, the Customer shall supply the Telephone Company each quarter with an accurate projected interstate percentage for each End Office with supporting data. When the Customer fails to send the Telephone Company a quarterly report with supporting data projecting an accurate interstate percentage for the Customer's traffic for each End Office, the Telephone Company shall use the Telephone Company developed percentage. This percentage shall be used by the Telephone Company as the interstate percentage for such call detail. The Telephone Company will designate the number obtained by subtracting the projected interstate percentage for originating and terminating Access Minutes calculated by the Telephone Company from 100 ($100 - \text{Telephone Company calculated projected interstate percentage} = \text{intrastate percentage}$) as the projected intrastate percentage of use.

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2. General Regulations (Cont'd)2.3 Obligations of the Customer (Cont'd)2.3.9 Jurisdictional Report Requirements (Cont'd)A. Jurisdictional Reports - Switched Access (Cont'd)

- (3) Except where Telephone Company measured Access Minutes are used as set forth in (1) and (2), preceding, the Customer reported interstate percentage of use as set forth in (2) or (4), will be used until the Customer reports a different projected interstate percentage for an in service end office group. If the Customer fails to send the Telephone Company a quarterly report containing an accurate projected interstate percentage for each End Office, or fails to provide the Telephone Company with the data requested by the Telephone Company to support the Customer's projected interstate percentage, then the Telephone Company shall bill the Customer on the basis of a projected interstate percentage developed by the Telephone Company and the Customer shall pay the Telephone Company on the basis of the Telephone Company developed interstate percentage. When the Customer adds BHMC or trunks to an existing End Office group, the Customer shall furnish a projected interstate usage percentage that applies to the added BHMC lines or trunks. When the Customer discontinues BHMC, lines or trunks from an existing group, the Customer shall furnish a projected interstate percentage for the discontinued BHMC lines or trunks in the End Office group. The revised report will serve as the basis for future billing and will be effective on the next bill date. No prorating, back billing or refunds will be done based on the Customer's projected interstate percentage or any other Customer report.

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- (4) Effective on the first of January, April, July and October of each year the Customer shall update the interstate and intrastate jurisdictional report. If the Customer fails to send the Telephone Company a quarterly report containing an accurate projected interstate percentage for each End Office, or fails to provide the Telephone Company with the data requested by the Telephone Company to support the Customer's projected interstate percentage, then the Telephone Company shall bill the Customer for intrastate switched access service on the basis of a projected intrastate percentage developed by the Telephone Company and the Customer shall pay the Telephone Company on the basis of the Telephone Company developed intrastate percentage. The Customer shall forward to the Telephone Company, to be received no later than 15 days after the first of each such month, a revised report showing the interstate and intrastate percentage of use for the past three months ending the last day of December, March, June and September, respectively, for each Switched Access Service arranged for interstate use or intrastate use. Except in cases where the Telephone Company is billing according to actuals by jurisdiction, the revised report will serve as the basis for the next three months billing and will be effective on the bill date for that service. No prorating, back billing or refunds will be done based on the Customer's projected interstate percentage or any other Customer report.
- (5) The Customer shall keep sufficient detail from which an accurate percentage of interstate use can be separately ascertained for the Customer's traffic for each End Office and upon request of the Telephone Company make those records available for inspection by the Telephone Company. For Switched Access, if a billing dispute arises concerning the projected interstate percentage, the Telephone Company will ask the Customer to provide the data the Customer uses to determine the projected interstate percentage. The Customer shall supply the data within 30 days of the Telephone Company's request.

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SWITCHED ACCESS SERVICE2. **General Regulations** (Cont'd)2.3 **Obligations of the Customer** (Cont'd)2.3.9 **Jurisdictional Report Requirements** (Cont'd)A. **Jurisdictional Reports - Switched Access** (Cont'd)

- (6) PIUs developed as outlined in (1) through (5), preceding, are applied to usage rated Information Surcharge, Local Switching, and Tandem Switched Transport charges.

2.3.10 **Determination of Interstate Charges for Mixed Interstate and Intrastate Switched Access Service**

When mixed interstate and intrastate Switched Access Service is provided, all charges (i.e., nonrecurring, monthly and/or usage), will be prorated between interstate and intrastate. The percentage calculated as described in Section 2.3.9, preceding, will serve as the basis for prorating the charges.

The percentage of a Switched Access Service to be charged as intrastate is applied in the following manner:

- (A) For monthly and nonrecurring chargeable rate elements, multiply the percent intrastate use (derived by subtracting the PIU from 100) times the quantity of chargeable elements times the stated tariff rate per element.
- (B) For usage sensitive (i.e., Access Minutes and calls) chargeable rate elements, multiply the percent intrastate use (derived by subtracting the PIU from 100, unless the Telephone Company measures actual intrastate use) times actual use times the stated tariff rate.

The intrastate and interstate percentages will change as revised usage reports are submitted as set forth in Section 2.3.9, preceding.

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2. General Regulations (Cont'd)2.3 Obligations of the Customer (Cont'd)2.3.11 Discontinuance of Service by Customer

Interexchange Carriers, interMTA CMRS providers and VOIP service providers are prohibited from unilaterally discontinuing the provision of service to the Telephone Company's Customers, End Users, or local exchange service Customers or otherwise blocking or impairing access traffic in the Originating Direction or the Terminating Direction. Any Customer, Interexchange Carrier, interMTA CMRS provider, or VOIP service provider that fails to fully comply with sections 2.3.11 and 2.3.12 of this tariff, shall, within ten (10) calendar days after such non-compliance, pay the Telephone Company a blocking penalty in the amount of \$10,000 for each day of such non-compliance. All disputes relating to the collection of such a blocking penalty shall be resolved solely and exclusively by binding arbitration in accordance with section 2.4.2 of this tariff.

Pursuant to this general prohibition, Interexchange Carriers, interMTA CMRS providers and VOIP service providers may not:

- (A) unilaterally block or otherwise discontinue carriage of originating access traffic (such traffic includes, but is not limited to, interexchange traffic that is originated by the Telephone Company's End Office or an End User); or
- (B) unilaterally block, impair, discontinue or otherwise interfere with the carriage of terminating access traffic (such traffic includes, but is not limited to, traffic originated by the customers of Interexchange Carriers, VOIP service providers, and interMTA CMRS providers that is routed to the Telephone Company to terminate to the equipment used by the Telephone Company's End User or End Office).

2.3.12 Discontinuance of Service by Interexchange Carriers – Procedures

- (A) Notwithstanding Section 2.3.11(A), above, Interexchange Carriers, interMTA CMRS providers and VOIP service providers may block or otherwise discontinue carriage of originating access traffic if, prior to taking such action:
 - (1) the discontinuing Interexchange Carrier shall obtain a signed Letter of Authorization of Discontinuance (LOAD) from each of the Telephone Company's Customers that is also a customer of the discontinuing Interexchange Carrier, discontinuing interMTA CMRS provider or discontinuing VOIP service provider;

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2. **General Regulations** (Cont'd)2.3 **Obligations of the Customer** (Cont'd)2.3.12 **Discontinuance of Service by Interexchange Carriers – Procedures** (Cont'd)

(A) (Cont'd)

- (2) each of the Telephone Company's Customers that is also a customer of the discontinuing Interexchange Carrier, ~~discontinuing~~ interMTA CMRS provider or discontinuing VOIP service provider has selected another presubscribed Interexchange Carrier and that newly selected presubscribed Interexchange Carrier has commenced service to that Customer; and
- (3) the discontinuing Interexchange Carrier, discontinuing interMTA CMRS provider or discontinuing VOIP service provider obtains all necessary legal and regulatory authority to discontinue service, including but not limited to authority for discontinuance of service pursuant to Part 63 of the Federal Communications Commissions Rules (47 C.F.R. § 63.01, *et. seq.*) and Section 214 of the Communications Act of 1934, as amended (47 U.S.C. § 214).

Correct font

(B) Notwithstanding Section 2.3.11(B), above, Interexchange Carriers, interMTA CMRS providers and VOIP service providers may block or otherwise discontinue the carriage of terminating access traffic if, prior to discontinuance of such service:

- (1) the discontinuing Interexchange Carrier, interMTA CMRS provider or VOIP service provider obtains a customer signed Letter of Authorization of Impairment of Service (LOAI) identifying the specific telephone numbers to which calls will be blocked and providing the written consent from each customer of that Interexchange Carrier, interMTA CMRS provider or VOIP service provider authorizing discontinuance of delivery of traffic to those specific telephone numbers; and
- (2) the discontinuing Interexchange Carrier, interMTA CMRS provider or VOIP service provider obtains all necessary legal and regulatory authority to discontinue such service, including but not limited to authority pursuant to Part 63 of the Federal Communications Commission's Rules (47 C.F.R. § 63.01, *et. seq.*) and Section 214 of the Communications Act of 1934, as amended (47 U.S.C. § 214).

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2. General Regulations (Cont'd)2.3 Obligations of the Customer (Cont'd)2.3.12 Discontinuance of Service by Interexchange Carriers – Procedures (Cont'd)

- (C) The LOAD and the LOAI shall be in a form approved by the Telephone Company prior to use by the Interexchange Carrier, interMTA CMRS provider or VOIP service provider. Such approval shall not be unreasonably delayed or denied.
- (D) Interexchange Carriers, interMTA CMRS providers and VOIP service providers shall provide the Telephone Company with copies of the signed LOADs and LOAI's within ten (10) calendar days after they are requested by the Telephone Company.

2.4 Payment Arrangements and Credit Allowance2.4.1 Payment of Rates, Charges and Deposits

- (A) The Telephone Company will require a deposit from all Customers with a proven history of late payments to the Telephone Company and all Customers who do not have established credit. The deposit may be required prior to or after establishment of service. The total deposit may not exceed the greater of (i) one hundred percent (100%) of the actual billed amount that was not paid by the payment date or (ii) estimated charges for service for a two month period. For purposes of this section, a proven history of late payments is defined as two (2) or more occasions within the preceding twelve (12) months in which full payment for charges was not received within three (3) business days following the payment due date. The Telephone Company will provide written notice to the person designated by the Customer to receive such notice of the requirement to pay a deposit. The Customer will be required to make payment of such deposit within fifteen (15) calendar days of such notice. Such notice period will start the day after the notice is sent to the customer by email, fax, regular mail or hand-delivery.

The fact that a deposit has been made does not relieve the Customer from the responsibility of complying with the Telephone Company's regulations regarding prompt payment of bills. Annual interest at one percent (1%) will be paid on all deposits held from the date the deposit is received up to and including the date the deposit is returned or credited to the Customer's account. The deposit will be refunded after the Customer has established a record of prompt payment for one year.

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When service is terminated, any deposit held will be credited on the final bill.

2. General Regulations (Cont'd)**2.4 Payment Arrangements and Credit Allowance (Cont'd)****2.4.1 Payment of Rates, Charges and Deposits (Cont'd)**

(B) The Telephone Company will bill all usage charges monthly in arrears. All non usage sensitive access services will be billed monthly in advance. Nonrecurring charges will be billed in the month following the provision of service.

(1) The bill day(s) for all access services will be established by the Telephone Company for each Customer account and shall appear on the carrier access bill. If the Telephone Company advises the Customer in writing, an alternate billing schedule may be established. Alternate billing schedules shall not be established on less than 60 days notice or initiated by the Telephone Company more than twice in any consecutive 12-month period.

(2)(a) Payment for service is due 31 days after the bill day or by the next bill date (i.e., same date in the following month as the bill date), whichever is the shortest interval, except as provided herein, and are payable in immediately available funds. If the Customer does not receive a bill at least 20 days prior to the 31 day payment due date, then the bill shall be considered delayed. When a bill has been delayed, upon request of the Customer, the due date will be extended by the number of days the bill was delayed. Such request by the Customer must be accompanied by proof of the late bill receipt. If such payment date would cause payment to be due on a Saturday, Sunday or legal holiday (i.e., New Years, Independence Day, Labor Day, Thanksgiving, Christmas, Veteran's Day and the days when Washington's Birthday, Memorial Day, and Columbus Day are legally observed) payment for such bills will be due as follows:

If such payment date falls on a Sunday or on a Holiday which is observed on a Monday, the payment date shall be the first non-Holiday day following such Sunday or Holiday. If such payment date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday or Friday, the payment date shall be the last non-Holiday day preceding such Saturday or Holiday.

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2. **General Regulations** (Cont'd)2.4 **Payment Arrangements and Credit Allowance** (Cont'd)2.4.1 **Payment of Rates, Charges and Deposits** (Cont'd)

(B) (Cont'd)

- (2)(b) If any portion of the payment is not received in immediately available funds by the due date as determined in (a), above, a late payment charge calculated at 15% annual interest will apply. Interest will be compounded monthly.

The late payment charge will be calculated from the due date to and including the date that payment is actually received by the Telephone Company. Any penalty due will be included as a separate item on the next statement issued.

- (2)(c) The Customer shall pay any undisputed amount by the payment due date regardless of any billing disputes. In the event that a billing dispute concerning charges billed to the Customer by the Telephone Company is resolved in favor of the Telephone Company by an arbitrator, court or any regulatory body, the Customer shall, within 3 business days after the issuance of such ruling, pay the disputed amount to the Telephone Company plus a late payment penalty beginning 10 days after the payment date. The Customer shall also, within 3 business days after the issuance of such a ruling in favor of the Telephone Company, pay to the Telephone Company any attorneys' fees, in-house counsel costs and all other costs incurred by the Telephone Company to collect, obtain, receive, arbitrate, settle or litigate the Customer's payment of the bill. If the dispute is resolved in favor of the Customer, no late payment penalty will apply to the disputed amount. In this case, if full payment was made by the due date, the Telephone Company will refund the disputed amount in question plus interest. The penalty interest period shall begin 10 days following the due date or on the date the disputed amount was actually paid, whichever is later. Interest will be calculated as described in (b), preceding.

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2. General Regulations (Cont'd)2.4 Payment Arrangements and Credit Allowance (Cont'd)2.4.1 Payment of Rates, Charges and Deposits (Cont'd)

(B) (Cont'd)

(2)(c) (Cont'd)

- (i) A good faith dispute requires the Customer to provide a written claim to the Telephone Company. Instructions for submitting a dispute can be obtained by calling the billing inquiry number shown on the Customer's bill. Such claim must identify in detail the basis for the dispute, and if the Customer withholds the disputed amounts, it must provide data supporting the dispute and identify the account number under which the bill has been rendered, the date of the bill, and the specific items on the bill being disputed to permit the Telephone Company to investigate the merits of the dispute.
 - (ii) The date of the dispute shall be the date on which the Customer furnishes the Telephone Company the supporting data and account information required in (1), above.
 - (iii) The date of resolution is the date the Telephone Company completes its investigation, provides written notice to the Customer regarding the disposition of the claim, i.e., resolved in favor of the Customer or resolved in favor of the Telephone Company, and credits the Customer's account, if applicable.
- (2)(d) No Customer or IC will fail to pay the Telephone Company's bills for Switched Access Service due to: (i) the Telephone Company's use of leased facilities to provide Tandem Switched Transport, or (ii) the fact the calls were placed to the Telephone Company's End Users providing audio recordings (including but not limited to the recordings of church sermons, seminars or other presentations), conference bridges, chat lines, call center operations, help desk provisions, or similar operations.

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2. General Regulations (Cont'd)2.4 Payment Arrangements and Credit Allowance (Cont'd)2.4.1 Payment of Rates, Charges and Deposits (Cont'd)

(B) (Cont'd)

- (2)(e) Any entity that routes or directs interexchange Calls, either directly or indirectly, to the Telephone Company's End Office, including but not limited to intermediaries, wholesale carriers, transit carriers and providers of least cost routing services, shall pay the Telephone Company's bills for Switched Access Service even though neither the calling party or called party is an end user of that entity's service, unless another Customer has already paid such bills.
- (C) For services provided on a monthly basis, the charge for the provision of a fractional month's service will be determined by dividing the number of days that service was provided by 30 and multiplying the result times the monthly rate. This calculation will be made subject to any minimum service periods required for specific services.
- (D) When a rate, as set forth in this tariff, is shown to more than two decimal places, the charges will be determined using the rate shown. The resulting amount will then be rounded to the nearest penny (i.e., rounded to two decimal places).
- (E) Voice calls that are transmitted, in whole or in part, via the public Internet or a private IP network (VOIP) shall be compensated under this tariff in the same manner as voice traffic.
- (F) 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 Telephone Company's net income) imposed on or based upon the provision, sale or use of telecommunications services.

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2. **General Regulations** (Cont'd)2.4 **Payment Arrangements and Credit Allowance** (Cont'd)2.4.2 **Binding Arbitration**

- (A) IT IS IMPORTANT THAT THE CUSTOMER READ THIS ENTIRE SECTION CAREFULLY. THIS SECTION PROVIDES FOR RESOLUTION OF CERTAIN BILLING DISPUTES THROUGH FINAL AND BINDING ARBITRATION BEFORE A NEUTRAL ARBITRATOR INSTEAD OF IN A COURT BY A JUDGE OR JURY. THE PURPOSE OF THIS SECTION IS TO PROVIDE AN EFFICIENT FORUM FOR THE EXPEDITIOUS RESOLUTION OF COLLECTION ACTIONS BY THE TELEPHONE COMPANY AGAINST THE CUSTOMER.
- (B) THIS TARIFF IS AN OFFER THAT THE CUSTOMER ACCEPTS BY USING THE TELEPHONE COMPANY'S SERVICE OR FACILITIES. THE CUSTOMER AGREES TO ARBITRATE WITHIN THE MEANING OF THE FEDERAL ARBITRATION ACT, 9 U.S.C. § 1 ET SEQ., BY USING THE TELEPHONE COMPANY'S SERVICE OR FACILITIES.
- (C) THE TELEPHONE COMPANY HAS PROVIDED THE CUSTOMER WITH THE USE OF THE TELEPHONE COMPANY'S SERVICE OR FACILITIES IN RELIANCE UPON THE CUSTOMER'S AGREEMENT TO BE BOUND BY THE DECISION OF THE ARBITRATOR. BY USING OR PAYING FOR THE TELEPHONE COMPANY'S SERVICE OR FACILITIES, THE CUSTOMER AGREES TO THE PRICES, CHARGES, TERMS AND CONDITIONS IN THIS TARIFF. IF THE CUSTOMER DOES NOT AGREE TO THESE PRICES, CHARGES, TERMS AND CONDITIONS, THE CUSTOMER SHALL NOT USE THE TELEPHONE COMPANY'S SERVICE OR FACILITIES. SECTION 2.3.12 OF THIS TARIFF PROVIDES THE CUSTOMER WITH A CHOICE OF WHETHER TO USE THE TELEPHONE COMPANY'S SERVICE. IF THE CUSTOMER DOES NOT AGREE WITH THIS ARBITRATION CLAUSE, THE CUSTOMER SHOULD EXERCISE THE PROCEDURES SET FORTH IN SECTION 2.3.12 TO BLOCK CALLS TO THE TELEPHONE COMPANY'S NETWORK AND DISCONTINUE THE USE OF THE TELEPHONE COMPANY'S SERVICE.

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2. **General Regulations** (Cont'd)2.4 **Payment Arrangements and Credit Allowance** (Cont'd)2.4.2 **Binding Arbitration** (Cont'd)

- (D) In recognition that the FCC lacks jurisdiction to address a collection action brought by the Telephone Company against a Customer, and the substantial uncertainty whether the Public Utilities Commission of Ohio has jurisdiction to adjudicate such a collection action, all disputes relating to the collection of any amount billed by the Telephone Company pursuant to this tariff but not paid by the Customer by the payment date shall be resolved solely and exclusively by binding arbitration in accordance with the provisions of this tariff. Whenever the Telephone Company performs billing or collection for another carrier, all disputes relating to the collection of any amount billed by or on behalf of the other carrier, but not paid by an Interexchange Carrier by the payment date, shall also be resolved solely and exclusively by binding arbitration. Furthermore, all disputes relating to the collection of the blocking penalty described in section 2.3.11 of this tariff shall be resolved solely and exclusively by binding arbitration in accordance with this section. By using the Telephone Company's service or facilities, the Customer agrees with the Telephone Company that the arbitrator, rather than a court, shall decide arbitrability. Notwithstanding the Federal Arbitration Act, 9 U.S.C. § 4, the arbitrator shall have exclusive authority to decide whether this tariff constitutes a written agreement to arbitrate for purposes of the Federal Arbitration Act. As the Telephone Company only offers the use of its service and facilities subject to this arbitration clause, the Customer's use of the Telephone Company's service or facilities shall constitute clear and unmistakable evidence that the Customer agrees to submit the arbitrability question to arbitration. The only other issues that will be decided by the arbitrator are the following: "Which of the Final Offers presented by the Interexchange Carrier and the Telephone Company most accurately specifies the dollar amount that the Interexchange Carrier must pay the Telephone Company in accordance with the rates, terms and conditions of this tariff? When the Telephone Company performs billing or collection for another carrier, which of the Final Offers presented by the Interexchange Carrier and the Telephone Company most accurately specifies the dollar amount the Interexchange Carrier must pay either the Telephone Company or the other carrier in accordance with the tariff of the carrier for which the Telephone Company performs billing or collection?" The arbitrator shall not refer issues covered by this arbitration clause, and involving a

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2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowance (Cont'd)2.4.2 Binding Arbitration (Cont'd)

(D) (Cont'd)

collection action by the Telephone Company against the Customer that is outside of the FCC's jurisdiction, to any court or the FCC. The Federal Arbitration Act, not state law, shall govern such arbitration except as supplemented, limited or modified by the terms of this tariff. The arbitration shall be conducted by a single arbitrator, who will determine the amount of compensation that (1) the Customer shall pay for the Telephone Company's services or (2) an Interexchange Carrier shall pay for the services of another carrier for which the Telephone Company performs billing or collection.

(E) The arbitrator shall enforce all the rates, terms and other provisions of this lawful tariff, and may not refuse to apply any rate, term or other provision contained in this lawful tariff. The provisions of this tariff are lawful under the filed rate doctrine so long as they are effective. Should there be any conflict between terms contained in this lawful tariff, the arbitrator shall give greater weight to specific terms over general provisions and attempt to reconcile any such conflict so as to apply the lawful tariff to the service provided by the Telephone Company to the Customer. Any conflict between this tariff and a contract shall be resolved in favor of the rates, terms and conditions in this tariff.

(F) Nothing herein shall be construed as preventing a Customer from filing a complaint with the Public Utilities Commission of Ohio or the FCC alleging a violation by the Telephone Company of the Ohio Revised Code, the Ohio Administrative Code, orders of the Public Utilities Commission of Ohio or the FCC, or the Communications Act of 1934, as amended. Nor does this tariff prevent the Public Utilities Commission of Ohio or the FCC from exercising their proper jurisdiction. However, the FCC lacks jurisdiction to address a collection action brought by the Telephone Company against its Customer, and there is also substantial uncertainty whether the Public Utilities Commission of Ohio has jurisdiction to adjudicate such a collection action. Furthermore, it is unnecessary to obtain a determination by the Public Utilities Commission of Ohio or the FCC that this arbitration clause is enforceable before the arbitration

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2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowance (Cont'd)2.4.2 Binding Arbitration (Cont'd)

(F) (Cont'd)

can proceed because this arbitration clause is lawful under the filed rate doctrine and therefore valid and enforceable as a matter of law while it is effective. Therefore, the Customer's filing of a complaint with the Public Utilities Commission of Ohio, the FCC or a court shall not delay, stay or postpone the arbitrator's award of, and the Customer's payment of compensation to, the Telephone Company in such a collection action that enforces this lawful tariff.

(G) The party commencing arbitration (the "Claimant") shall deliver to the other party (the "Respondent") a notice of arbitration. The arbitration shall be deemed commenced as to any Respondent on the date on which the notice of arbitration is received by the Respondent (the date of receipt of notice of arbitration being referred to herein as "Commencement"). The Claimant and the Respondent shall accept all notices by mail, overnight delivery, hand delivery, courier, electronic facsimile (fax) or electronic mail (E-mail).

(H) Within five calendar days after Commencement, the Claimant and the Respondent shall jointly request a list of five potential arbitrators (the "List") from the Alternative Dispute Resolution Staff of the U.S. District Court for the District of Columbia located at the following address:

Attn.: Chief Circuit Mediator
Office of the Circuit Executive
U.S. District Court for the District of Columbia
E. Barrett Prettyman U.S. Courthouse
333 Constitution Avenue, N.W.
Room 5727
Washington, D.C. 20001
Tel. (202) 216-7350
Fax (202) 273-0331

If the Respondent fails to participate or cooperate with the Claimant in requesting the List of five potential arbitrators from the Alternative Dispute Resolution Staff of the U.S. District Court for the District of Columbia within ten calendar days after Commencement, then the Claimant may request the List and provide it to the Respondent.

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2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowance (Cont'd)2.4.2 Binding Arbitration (Cont'd)

- (I) The Customer and the Telephone Company shall negotiate in good faith to reach an agreement on the appointment of one arbitrator from the List. If the Customer and the Telephone Company are unable to agree upon the selection of a single arbitrator from the List within five calendar days of receipt of the List, or if either the Customer or the Telephone Company fail to participate in such selection, then a single arbitrator will be randomly selected from the List using a random generation system administered by Smartplay International, Inc. Smartplay will conduct the random selection at its office located at 1550 Bridgeboro Rd., Edgewater Park, NJ 08010 (Tel: 609-880-1865) or another location mutually agreed upon by the Claimant and the Respondent. If Smartplay refuses or is unable to conduct the random selection within five (5) calendar days, a similar organization with experience in random generation systems will randomly select the arbitrator. The Customer and the Telephone Company shall each pay one half of the cost of compensating Smartplay or the similar organization that conducts the random selection of the arbitrator. The Customer and the Telephone Company shall be bound by the decision of the single arbitrator selected randomly to the same extent as the decision of an arbitrator which was selected from the List by mutual agreement of the Customer and the Telephone Company.
- (J) If an Interexchange Carrier has not fully paid by Commencement all of the Telephone Company's bills or the bills of other carriers for which the Telephone Company performs billing or collection, the Interexchange Carrier shall, within three business days after the selection of the arbitrator as described in paragraph (I) above, deposit any unpaid amount into an interest bearing escrow account that shall be administered by the arbitrator.

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2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowance (Cont'd)2.4.2 Binding Arbitration (Cont'd)

- (K) Arbitration shall be based on written submissions to the arbitrator by the Claimant and Respondent without an oral hearing. These written submissions are referred to herein as the Final Offers. Within ten calendar days after the selection of the arbitrator as described in paragraph (I) above, the Claimant shall submit its Final Offer to the arbitrator setting forth the dollar amount that the Interexchange Carrier should pay the Telephone Company (or the carrier for which the Telephone Company performs billing or collection), including but not limited to compensation according to the tariff rates, any section 2.3.11 blocking penalty, deposits, late payment penalties, interest, costs and attorneys' fees, and provide the reasons and evidence to support that position. Within ten calendar days of the Claimant's submission of its Final Offer to the arbitrator, the Respondent shall submit its Final Offer to the arbitrator setting forth the dollar amount that the Interexchange Carrier should pay the Telephone Company (or the carrier for which the Telephone Company performs billing or collection), if any, including but not limited to compensation according to the tariff rates, any section 2.3.11 blocking penalty, deposits, late payment penalties, interest, costs and attorneys' fees, and provide the reasons and evidence to support that position. To ensure that the Final Offers have the opportunity to fully confront the evidence and identify all material errors in any factual or legal claims, there is no page limit on the Final Offers. Each Final Offer should be signed by a person authorized to verify the accuracy of the Final Offer and contain the following statement: "The undersigned declares under penalty of perjury that the facts and exhibits in this submission are true to the best of my knowledge, information, and belief, except as otherwise stated herein." The Customer and the Telephone Company shall serve each other with their Final Offers on the same day each Final Offer is submitted to the arbitrator. No additional factual information may be submitted to the arbitrator after the Final Offers have been made, except as ordered by the arbitrator in extraordinary cases when the demands of justice require it.

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2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowance (Cont'd)2.4.2 Binding Arbitration (Cont'd)

- (L) The arbitrator, after reviewing the Final Offers and the accompanying exhibits, will issue a written opinion choosing one Final Offer. The arbitrator shall not craft a compromise or middle-ground award in lieu of selecting one of the Final Offers. The arbitrator may not edit or modify the Final Offer that he or she selects. The arbitrator shall not limit, expand or otherwise modify the terms of this tariff, and shall not award punitive or consequential damages. If either the Customer or the Telephone Company fail to timely submit a Final Offer with the arbitrator, the arbitrator will choose as his award the Final Offer that was timely submitted by the other party. The arbitrator's award shall include the payment of a deposit and late payment penalties in accordance with this tariff, any blocking penalty required by section 2.3.11, and interest on any amount held in escrow by the arbitrator. In addition, the arbitrator shall award costs and attorneys' fees to the party that submitted the Final Offer which was chosen by the arbitrator.
- (M) The arbitrator shall render a decision regarding the award not later than fourteen (14) calendar days from the date the arbitrator receives the Final Offers unless the arbitrator extends this time in extraordinary cases when the demands of justice require it. The arbitrator shall disclose the decision regarding the award to only the Claimant and the Respondent, but not to any third party, unless required by law. If the Customer and the Telephone Company reach a settlement agreement regarding the billing dispute at any time prior to the decision of the arbitrator, they may withdraw from this arbitration process.
- (N) The Telephone Company and the Customer shall be bound by the arbitrator's determination. The arbitrator's decision may not be appealed or contested in any judicial or regulatory proceeding. By using the Telephone Company's service or facilities, the Customer agrees to waive its rights under the Federal Arbitration Act, 9 U.S.C. §§ 10 and 11, to seek a court order vacating or modifying the arbitrator's award. The arbitrator's award may be enforced by either an action at law on the award under seal or by applying for a judgment under seal confirming the award by the U.S. District Court for the District of Columbia or any other court of competent jurisdiction pursuant to the Federal Arbitration Act, 9 U.S.C. §§ 9, 13. Unless the court denies the request that the court issue its order under seal or as otherwise required by law, the Claimant and Respondent shall not publicly disclose the court order confirming the arbitration award.

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2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowance (Cont'd)2.4.2 Binding Arbitration (Cont'd)

- (O) There shall be no discovery or depositions, except as ordered by the arbitrator in extraordinary cases when the demands of justice require it.
- (P) The Telephone Company, the Customer, and their attorneys, agents, and representatives shall not engage in ex parte communications with the arbitrator, except as permitted by the arbitrator in extraordinary cases when one of the parties has refused to participate in joint communications with the arbitrator and the demands of justice require such ex parte communications.
- (Q) The Claimant, the Respondent, their attorneys, agents and representatives, and any other participants to the arbitration shall not disclose to any third party the arbitrator's decision, the award, or any information obtained via the arbitration, including documents, evidence, and data, except:
 - (1) information that is or becomes available to the public through no violation of this tariff,
 - (2) information that was previously known by the receiving party without any obligation to hold it in confidence,
 - (3) information that is received from a third party free to disclose such information without restriction,
 - (4) information that is independently developed by the receiving party without the use of confidential information of the disclosing party,
 - (5) such disclosure that is agreed to in writing by both the Claimant and the Respondent, but only to the extent of and subject to such conditions as may be imposed in such written authorization,
 - (6) as may be required by law, regulation or this tariff to be disclosed, but only to the extent and for the purposes of such required disclosure and after notice to the disclosing party, or

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2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowance (Cont'd)2.4.2 Binding Arbitration (Cont'd)

(Q) (Cont'd)

(7) information that is disclosed in response to a valid order of a court or other governmental body of the United States, any state or any political subdivision thereof, but only to the extent of and for the purposes of such order.

(R) The fees and costs of the arbitrator shall be borne equally by the Claimant and the Respondent.

(S) No failure or delay in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

(T) If any provision of this tariff shall be held invalid or unenforceable by the Public Utilities Commission of Ohio or a court, such provision shall be deemed deleted from this tariff and replaced by a valid and enforceable provision which so far as possible achieves the intent of the original tariff provision. The remaining provisions of this tariff shall continue in full force and effect.

2.4.3 Credit Allowance for Service Interruptions(A) General

A service is interrupted when it becomes unusable to the Customer because of a failure of facilities used to furnish service under this tariff or in the event that the protective controls applied by the Telephone Company result in the complete loss of service by the Customer. An interruption period starts when an inoperative service is reported to the Telephone Company, and ends when the service is operative. An allowance for interruption will apply only when the interruption is not due to the negligence of the Customer. The credit allowance for an interruption or for a series of interruptions shall not exceed the monthly rate for the service interrupted in any one monthly billing period.

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2. General Regulations (Cont'd)2.4 Payment Arrangements and Credit Allowance (Cont'd)2.4.3 Credit Allowance for Service Interruptions (Cont'd)(B) When a Credit Allowance Applies

In case of an interruption to any service, allowance for the period of interruption, if not due to the negligence of the Customer, shall be as follows:

- (1) For Switched Access Service usage rated elements, no credit shall be allowed for an interruption of less than 24 hours. The Customer shall be credited for an interruption of 24 hours or more at the rate of 1/30 of the applicable monthly rates for each period of 24 hours or major fraction (12 hours and one minute) thereof that the interruption continues.
- (2) For Special Access Services and for flat rated Switched Access elements, (i.e., Entrance Facility, Direct Trunked Transport, and Multiplexing), no credit shall be allowed for an interruption of less than 30 minutes. The Customer shall be credited for an interruption of 30 minutes or more at the rate of 1/1440 of the monthly charges for the facility or service for each period of 30 minutes or major fraction (16 minutes or more) thereof that the interruption continues.
 - (a) For two-point service, the monthly charge subject to application of a credit shall be the total of all the monthly rate element charges associated with the service (i.e., a channel termination per customer premises, channel mileage and optional features and functions).
 - (b) If a portion of a service such as a portion of a multipoint special access facility can still be utilized during the service interruption, the credit allowance will only apply to the services which are inoperative (i.e., a channel termination per Customer Premises, channel mileage and optional features and functions).

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2. General Regulations (Cont'd)2.4 Payment Arrangements and Credit Allowance (Cont'd)2.4.3 Credit Allowance for Service Interruptions (Cont'd)(B) When a Credit Allowance Applies (Cont'd)

(2) (Cont'd)

(c) Multiplexed Services

For multiplexed services, the monthly charge subject to application of a credit shall be the total of all the monthly rate element charges associated with that portion of the service that is inoperative. When the facility which is multiplexed or the multiplexer itself is inoperative, the monthly charge shall be the total of all the monthly rate element charges associated with the service (i.e., the Channel Termination, Channel Mileage Facility and Termination, Entrance Facility, Direct Trunked Transport and Optional Features and Functions, including the multiplexer on the facility to the hub, and the channel terminations, channel mileages and optional features and functions on the individual services from the hub). When the service which rides a channel of the multiplexed facility is inoperative, the monthly charge shall be the total of all the monthly rate element charges associated with that portion of the service from the hub to a Customer Premises (i.e., Channel Termination, Channel Mileage Facility and Termination, Direct Trunked Transport, and Optional Features and Functions).

(d) Flat Rated Switched Access Service Rate Elements

For flat rated Switched Access Service rate elements, the monthly charge subject to application of a credit shall be the total of all the monthly rate element charges associated with the service (i.e., Entrance Facility, Direct Trunked Transport and Multiplexing).

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2. General Regulations (Cont'd)2.4 Payment Arrangements and Credit Allowance (Cont'd)2.4.3 Credit Allowance for Service Interruption (Cont'd)(C) When a Credit Allowance Does Not Apply

No credit allowance will be made for:

- (1) Interruptions caused by the negligence of the Customer.
- (2) Interruptions of a service due to the failure of equipment or systems provided by the Customer or others.
- (3) Interruptions of a service during any period in which the Telephone Company is not afforded access to the Premises where the service is terminated.
- (4) Interruptions of a service when the Customer has released that service to the Telephone Company for maintenance purposes, to make rearrangements, or for the implementation of a change order during the time that was negotiated with the Customer prior to the release of the service. Thereafter, a credit allowance as set forth in (B), preceding, applies.
- (5) Periods when the Customer elects not to release the service for testing and/or repair and continues to use it on an impaired basis.

2.4.4 Re-establishment of Service Following Fire, Flood, or Other Occurrence(A) Nonrecurring Charges Do Not Apply

Charges do not apply for the re-establishment of service for the same Customer following an interruption resulting from a fire, flood or other occurrence attributed to an Act of God provided that:

- (1) The service is of the same type as was provided prior to the interruption.
- (2) The service is at the same location on the same Premises.
- (3) The re-establishment of service begins within 60 days after Telephone Company service is available.

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2. General Regulations (Cont'd)2.4 Payment Arrangements and Credit Allowance (Cont'd)2.4.4 Re-establishment of Service Following Fire, Flood, or Other Occurrence
(Cont'd)(B) Nonrecurring Charges Apply

Nonrecurring Charges apply for establishing service at a different location on the same Premises or at a different Premises pending re-establishment of service at the original location.

2.4.5 Access Services Provided by More Than One Telephone Company

The Telephone Company does not jointly provide switched access service with any carrier or other entity, except when the Telephone Company's End Office Switch subtends the Access Tandem of one or more of the carriers listed below.

- (A) The Telephone Company's End Office Switch in McClure, Ohio subtends (or will subtend in the future) the Access Tandems of Frontier North Inc. and The McClure Telephone Company. TeleStride will bill Interexchange Carriers for Local Switching and the Information Surcharge when Calls are routed between the Access Tandems of those other carriers and the Telephone Company's End Office Switch in McClure, Ohio. For those same Calls, Frontier North Inc. and The McClure Telephone Company will bill Interexchange Carriers for any tandem-switched transport, tandem switching, and entrance facilities they provide.

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2. General Regulations (Cont'd)2.4 Payment Arrangements and Credit Allowance (Cont'd)2.4.6 Access Services Provided to Commercial Mobile Radio Service ("CMRS") Carriers

- (A) The rates, terms and conditions in this tariff apply to all intrastate, interMTA Calls involving providers of Commercial Mobile Radio Service ("interMTA CMRS providers"). This tariff applies to intrastate, interMTA Calls even though the Telephone Company and the interMTA CMRS service provider have not entered into an interconnection agreement or reciprocal compensation arrangement. The Telephone Company does not bill-and-keep or meet point bill with any CMRS provider for intrastate, interMTA calls.
- (B) Every CMRS provider which receives intrastate, interMTA land-to-mobile Calls in the Originating Direction for which the Telephone Company has provided switching or transport shall compensate the Telephone Company at the rates set forth in this tariff. No CMRS provider shall bill the Telephone Company for intrastate, interMTA Calls. Every CMRS provider shall also compensate the Telephone Company at the rates set forth in this tariff for the switching or transport provided by the Telephone Company in the Terminating Direction for mobile-to-land intrastate, interMTA Calls. The CMRS provider must pay the rates in this tariff regardless of whether the CMRS provider uses a transit carrier or other intermediary carrier to interconnect with the Telephone Company's facilities. CMRS providers shall also pay the rates in this tariff to the Telephone Company for intrastate, interMTA Calls transmitted, whole or in part, on an internet protocol basis.
- (C) In addition to the jurisdictional reports required by section 2.3.9 preceding, each interMTA CMRS provider involved in the origination, termination, transmission, transport or reception of Calls which have used the Telephone Company's facilities shall provide quarterly reports to the Telephone Company providing information that accurately identifies which Calls are intrastate, interMTA. The interMTA CMRS provider shall provide the Telephone Company with an update of the interMTA report on the first of January, April, July and October of each year. The interMTA CMRS provider's report shall identify each Call as intrastate, interMTA where the wireless handset that was used to either place or receive the Call was located in a different MTA but the same state where the Telephone Company's End Office is located. In addition, the interMTA CMRS provider will provide the Telephone Company with the telephone numbers for all End Users of the interMTA CMRS

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Carriers

(C) (Cont'd)

provider's service who have billing addresses located within the same MTA where the Telephone Company's End Office is located. When the Telephone Company's facilities are capable of doing so, land-to-mobile Calls will be dialed as local Calls, rather than 1+ long distance Calls, if the billing address of the interMTA CMRS provider's end user is located in the same MTA as the Telephone Company's End Office. Should an interMTA CMRS provider fail to provide an accurate report to the Telephone Company, the Telephone Company will determine which Calls should be dialed and billed to the interMTA CMRS provider as intrastate, interMTA calls. Upon request by the Telephone Company, the interMTA CMRS provider shall provide the Telephone Company with the data that the interMTA CMRS provider used to prepare its report.

2.5 Connections2.5.1 General

Customer Premise equipment and systems may be connected with Switched Access Service furnished by the Telephone Company where such connection is made in accordance with the provisions specified in Technical Reference Publication AS No. 1 and in Section 2.1, preceding.

2.6 DefinitionsAccess Order

An order to provide the Customer with Switched Access Service or changes to existing services. Any use by the Customer of the Telephone Company's service shall constitute an Access Order.

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2. **General Regulations** (Cont'd)2.6 **Definitions** (Cont'd)**Access Minute**

The unit of usage of facilities in intrastate service for the purpose of calculating chargeable usage. On the originating end of an intrastate Call, usage is measured from the time the originating Call is acknowledged as received by the Customer's facilities. On the terminating end of an intrastate Call, usage is measured from the time the Call is received by the terminating End Office. Timing of usage at both originating and terminating ends of an intrastate Call shall terminate when the equipment that originated the Call or the equipment that received the Call disconnects, whichever event is recognized first in the originating and terminating End Office, as applicable.

Access Tandem

A local exchange carrier or centralized equal access provider switching system that provides a concentration and distribution function for originating or terminating traffic between End Offices and an Interexchange Carrier's network.

Aggregator

The term "Aggregator" denotes any entity that, in the ordinary course of its operations, makes telephones available to the public or to transient users of its premises, for interstate telephone Calls using a provider of operator services.

Answer/Disconnect Supervision

The transmission of the switch trunk equipment supervisory signal (off-hook or on-hook) to the Point of Termination as an indication that the called party has answered or disconnected.

Balance (100 Type) Test Line

An arrangement in an End Office which provides for balance and noise testing.

Business Day

The times of day that a company is open for business. Business Day hours for the Telephone Company may be determined by contacting the business office.

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2. **General Regulations** (Cont'd)2.6 **Definitions** (Cont'd)**Busy Hour Minutes of Capacity (BHMC)**

The Customer specified maximum amount of Switched Access Service Access Minutes the Customer expects to be handled in an End Office Switch during any hour in an 8:00 A.M. to 11:00 P.M. period for the Switched Access Service ordered. This Customer furnished BHMC quantity is the input data the Telephone Company uses to determine the number of transmission paths for the Switched Access Service ordered.

Call

A voice or data communication attempt for which the complete address code (e.g., 0-, 911, or 10 digits) is provided to the serving dial tone office.

Carrier or Common Carrier

See Interexchange Carrier.

CCS

A standard unit of traffic load that is equal to 100 seconds of usage or capacity of a group of servers (e.g., trunks). Also known as "100 call seconds".

Central Office

See **End Office Switch**

Channels

A communications path between two or more points of termination.

Coin Station

A location where Telephone Company equipment is provided in a public or semipublic place where an End User can originate telephonic communications and pay the applicable charges by inserting coins into the equipment.

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2. General Regulations (Cont'd)2.6 Definitions (Cont'd)Common Channel Signaling (CCS)

The term "Common Channel Signaling" (CCS) denotes a high speed packet switched communications network which is separate (out of band) from the public packet switched and message networks. Its purpose is to carry addressed signaling messages for individual trunk circuits and/or database related services between Signaling Points in the CCS network.

Common Channel Signaling Access Capability (CCSAC)

The term "Common Channel Signaling Access Capability" denotes the connection between the Customer's point of presence and the Signal Transfer Point (STP) designated by the Telephone Company for the transport of signaling information.

Common Line

A line, trunk, pay telephone line, Session Internet protocol ("SIP") connection or other facility provided to an End User that transports calls or data to or from an End Office Switch.

Communications System

Channels and other facilities which are capable of communications between terminal equipment.

Customer

Any individual, partnership, limited liability company, association, joint-stock company, trust, corporation, governmental entity, affiliate of the Telephone Company, division of the Telephone Company or other entity which uses the Telephone Company's service.

Data Transmission (107 Type) Test Line

An arrangement which provides for a connection to a signal source which provides test signals for one-way testing of data and voice transmission parameters.

Detail Billing

The listing of each message and/or rate element for which charges to a Customer are due on a bill prepared by the Telephone Company.

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2. General Regulations (Cont'd)2.6 Definitions (Cont'd)Effective 2-Wire

A condition which permits the simultaneous transmission in both directions over a channel, which does not insure independent information transmission in both directions. Effective 2-wire channels may be terminated with 2-wire or 4-wire interfaces.

Effective 4-Wire

A condition which permits the simultaneous independent transmission of information in both directions over a channel. The method of implementing effective 4-wire transmission is at the discretion of the Telephone Company (physical, time domain, frequency-domain separation or echo cancellation techniques)

End Office

See End Office Switch

End Office Switch

The term "End Office Switch" denotes switching capacity, a switching system, Internet server, computer, or other equipment, regardless of the type of technology employed, that originates calls, terminates calls, switches calls, processes calls, connects calls, routes calls, or completes calls.

End User

Any Customer of the Telephone Company to whom the Telephone Company has offered telecommunications for a fee. When the Telephone Company offers telecommunications for a fee to conference calling companies, conference bridges, fax service systems, voice mail systems, voice over Internet gateway systems, information service systems, Internet service providers, Internet servers, Internet service gateways or businesses with similar equipment used to connect calls, those entities are "End Users", regardless of whether those companies and systems are owned by the Telephone Company or third parties. A division or affiliate of the Telephone Company constitutes an End User of the Telephone Company when the Telephone Company offers telecommunications for a fee to that division or affiliate.

Entrance Facility

The term "Entrance Facility" denotes a Switched Access Service dedicated Local Transport facility between the Customer's Serving Wire Center and the Customer's designated Premises.

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2. **General Regulations** (Cont'd)2.6 **Definitions** (Cont'd)**Entry Switch**

See First Point of Switching.

Exchange

A unit generally smaller than a local access and transport area, established by the Telephone Company for the administration of communications service in a specified area which usually embraces a city, town or village and its environs. It consists of one or more Central Offices together with the associated facilities used in furnishing communications service within that area. The exchange includes any Extended Area Service Area that is an enlargement of a Telephone Company's exchange area to include nearby exchanges.

Exit Message

The term "Exit Message" denotes an SS7 message sent to an End Office by an Access Tandem to mark the Carrier Connect Time when the Access Tandem sends an Initial Address Message to an Interexchange Carrier.

First Point of Switching

The first local exchange carrier or centralized equal access provider location at which switching occurs on the terminating path of a call proceeding from the Customer Premises to the terminating End Office and, at the same time, the last local exchange carrier or centralized equal access provider location at which switching occurs on the originating path of a call proceeding from the originating End Office to the IC or Customer Premises.

Host Office

An electronic switching system which provides call processing capabilities for one or more Remote Switching Modules or Remote Switching Systems.

Immediately Available Funds

A corporate or personal check drawn on a bank account for which funds are available for use by the receiving party on the same day on which they are received and include U.S. Federal Reserve bank wire transfers, U.S. Federal Reserve notes (paper cash), U.S. coins, U.S. Postal Money Orders and New York Certificates of Deposit.

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2. **General Regulations** (Cont'd)2.6 **Definitions** (Cont'd)**Individual Case Basis**

A condition in which the regulations, if applicable, rates and charges for an offering under the provisions of this tariff are developed based on the circumstances in each case.

Initial Address Message

The term "Initial Address Message" denotes an SS7 message sent in the forward direction to initiate trunk set up, reserve an outgoing trunk and process the information about that trunk along with other data relating to the routing and handling of the call to the next switch.

Interconnection Point

The V and H coordinate as determined in the NATIONAL EXCHANGE CARRIERS ASSOCIATION, INC. TARIFF F.C.C. No. 4 of a point where facilities of the Telephone Company meets facilities of a connecting local exchange carrier.

Interexchange Carrier (IC) or Interexchange Common Carrier

Any individual, partnership, association, joint-stock company, trust, governmental entity, corporation, limited liability company, or other entity engaged in interstate or foreign communication by wire or radio, between two or more exchanges as either a common carrier, private carrier, information service provider or VOIP service provider.

Interstate Call

A term which denotes both interstate and foreign communications.

Intrastate Call

Any communications within a state subject to oversight by the state regulatory commission.

Local Access and Transport Area

A geographic area established for the provision and administration of communications service. It encompasses one or more designated exchanges, which are grouped to serve common social, economic and other purposes.

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SWITCHED ACCESS SERVICE2. General Regulations (Cont'd)2.6 Definitions (Cont'd)Loop Around Test Line

An arrangement utilizing a Telephone Company Central Office to provide a means to make certain two-way transmission tests on a manual basis. This arrangement has two Central Office terminations, each reached by means of separate telephone numbers and does not require any specific Customer Premises equipment. Equipment subject to this test arrangement is at the discretion of the Customer.

Message

See "Call".

Milliwatt (102 Type) Test Line

An arrangement in an End Office which provides a 1,004 Hz tone at 0 dBm0 for one-way transmission measurements towards the Customer's Premises from the Telephone Company End Office.

Net Salvage

The estimated scrap, sale, or trade-in value, less the estimated cost of removal. Cost of removal includes the costs of demolishing, or otherwise disposing of the material and any other applicable costs. Since the cost of removal may exceed salvage value, net salvage may be negative.

Network Control Signaling

The transmission of signals used in the telecommunications system which perform functions such as supervision (control, status, and charge signals), address signaling (e.g., dialing), calling and called number identifications, rate of flow, service selection error control and audible tone signals (call progress signals indicating re-order or busy conditions, alerting, coin denomination, coin collect and coin return tones) to control the operation of the telecommunications system.

Nonsynchronous Test Line

An arrangement in step-by-step End Offices which provides operational tests which are not as complete as those provided by the synchronous test lines, but can be made more rapidly.

North American Numbering Plan

A three-digit area (Numbering Plan Area) code and a seven-digit telephone number made up of a three-digit Central Office code plus a four-digit station number.

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2. General Regulations (Cont'd)2.6 Definitions (Cont'd)Off-Hook

The active condition of Switched Access Service.

On-Hook

The idle condition of Switched Access Service.

Open Circuit Test Line

An arrangement in an End Office which provides an ac open circuit termination of a trunk or line by means of an inductor of several Henries.

Originating Direction

The use of Switched Access Service for the origination, switching or transport of Calls to the facilities of an Interexchange Carrier.

Overlap Outpulsing

The feature of the exchange access signaling system which permits initiation of pulsing to the Customer's Premises before the calling subscriber has completed dialing an originating call.

Pay Telephone

Telephone Company provided instruments and related facilities that are available to the general public for public convenience and necessity, including public and semi-public telephones, and coinless telephones.

Point of Termination

The point of demarcation at which the Telephone Company's responsibility for the provision of Switched Access Service ends.

Premises

Racks or other space for the location of any equipment that is used to place, switch, transport, route or receive a call regardless of whether the equipment, the physical space or the building in which it is located is owned by the Telephone Company, an End User, the Customer, or other third party.

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SWITCHED ACCESS SERVICE

2. General Regulations (Cont'd)2.6 Definitions (Cont'd)Prime Service Vendor

The term "Prime Service Vendor" denotes the status of the telephone company when contracting directly with the user of TSP service.

Release Message

The term "Release Message" denotes an SS7 Message sent in either direction to indicate that a specific circuit is being released

Remote Switching Modules and/or Remote Switching Systems

Small, remotely controlled electronic End Office Switches which obtain their call processing capability from a Host Office. The Remote Switching Modules and/or Remote Switching Systems cannot accommodate direct trunks to an IC.

Registered Equipment

The Customer's Premises equipment which complies with and has been approved in accordance with the Registration Provisions of Part 68 of the F.C.C.'s Rules and Regulations.

Service Access Code

The term "Service Access Code" denotes a 3 digit code in the NPA format which is used as the first three digits of a 10 digit address and which is assigned for special network uses. Whereas NPA codes are normally used for identifying specific geographical areas, certain Service Access Codes have been allocated in the North American Numbering Plan to identify generic services or to provide access capability. Examples of Service Access Codes include the Toll Free Number and 900 codes.

Service Switching Point (SSP)

A Service Switching Point denotes an End Office or Access Tandem which, in addition to having SS7 and SP capabilities, is also equipped to query centralized data bases.

Serving Wire Center

The wire center from which the Customer Premises would normally obtain dial tone from the Telephone Company.

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2. **General Regulations** (Cont'd)2.6 **Definitions** (Cont'd)**Shortage of Facilities or Equipment**

A condition which occurs when the Telephone Company does not have appropriate cable, switching capacity, bridging or, multiplexing equipment, etc., necessary to provide the Switched Access Service requested by the Customer.

Short Circuit Test Line

An arrangement in an End Office which provides for an ac short circuit termination of a trunk or line by means of a capacitor of at least four microfarads.

Signaling Point (SP)

The term "Signaling Point" (SP) denotes an SS7 network interface element capable of originating and terminating SS7 trunk signaling messages.

Signaling Point Of Interface (SPOI)

The term "Signaling Point of Interface" (SPOI) denotes the interface point between the Telephone Company and its Switched Access Service Customers for purposes of exchanging SS7 Signaling messages for CCS services.

Signaling System Seven (SS7)

The term "Signaling System Seven" (SS7) denotes the layered protocol used for standardized Common Channel Signaling in the United States.

Signaling Transfer Point (STP)

The term "Signaling Transfer Point" (STP) denotes a packet switch providing CCS Network Access that performs CCS message routing and screening.

Subcontractor

The term "Subcontractor" denotes the status of the Telephone Company when contracting directly with a Prime Service Vendor to provide TSP to a service user.

Subtending End Office of an Access Tandem

An End Office that has final trunk group routing through that tandem.

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2. **General Regulations** (Cont'd)2.6 **Definitions** (Cont'd)**Synchronous Test Line**

An arrangement in an End Office which performs marginal operational tests of supervisory and ring-tripping functions.

Tandem Switched Transport

The term "Tandem Switched Transport" denotes transport from the Serving Wire Center to the End Office, or from the Access Tandem to the End Office, that is switched at a tandem. It also denotes transport from a host office to a remote switching office.

Telephone Company

The term "Telephone Company" denotes TeleStride, LLC.

Terminating Direction

The use of Switched Access Service for the switching, transport or completion of calls received from an Interexchange Carrier.

Termination Liability

The amount which will be billed if services using specially constructed facilities are terminated prior to the expiration of the Termination Liability Period.

Toll Free Number Database

The term "Toll Free Number (TFN) Database" refers to the use of database technology to determine to which access Customer an originating TFN call is to be delivered. An originating TFN call is a call made with the prefix 1+800, 1+888, 1+866, 1+855, 1+844, 1+833 or 1+822. These Calls may also be referred to as 8XX Calls. The TFN Database routes Calls to an access Customer based on the dialed ten digit TFN number. Initially, the Toll Free Number Database will provide routing information for calls utilizing 800 and 888 toll free numbers. The Toll Free Number Database will be expanded, as required, at a later date to include routing for 877, 855, 844, 833 and 822 toll free numbers. Until that time, toll free number Calls, other than those originated as 1+800 or 1+888, will not be completed.

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2. **General Regulations** (Cont'd)2.6 **Definitions** (Cont'd)**Transmission Measuring (105 Type) Test Line**

An arrangement in an End Office which provides far-end access to a recorder and permits two-way loss and noise measurements to be made on trunks from a near End Office.

Transmission Path

An electrical path capable of transmitting signals within the range of the service offering, e.g., a voice grade transmission path is capable of transmitting voice frequencies within the approximate range of 300 to 3,000 Hz. A transmission path is comprised of physical or derived facilities consisting of any form or configuration of plant typically used in the telecommunications industry.

Trunk

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

Trunk Group

A set of Trunks which are traffic engineered as a unit for the establishment of connections between switching systems in which all of the communications paths are interchangeable.

Trunk Side Connection

The connection of a transmission path to the Trunk side of a local exchange switching system. This type of connection is used when providing Feature Group D Switched Access Service.

Two-Wire to Four-Wire Conversion

An arrangement which converts a four-wire transmission path to a two-wire transmission path to allow a four-wire facility to terminate in a two-wire entity (e.g., a Central Office switch).

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2. **General Regulations** (Cont'd)2.6 **Definitions** (Cont'd)**Uniform Service Order Code**

A three or five character alphabetic, numeric, or an alphanumeric code that identifies a specific item of service or equipment. Uniform Service Order Codes are used in the Telephone Company billing system to generate recurring rates and nonrecurring charges.

V and H Coordinates Method

A method of computing airline miles between two points by utilizing an established formula which is based on the vertical and horizontal coordinates of the two points.

WATS Serving Office

The term "WATS Serving Office" denotes a Telephone Company designated Serving Wire Center where switching, screening and/or recording functions are performed in connection with the closed-end of WATS or WATS-type services.

Wire Center

A building in which one or more Central Offices are located.

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SWITCHED ACCESS SERVICE5. Ordering Service5.1 General

This section sets forth the order related regulations and charges for Switched Access Service. These regulations and charges are in addition to other applicable regulations and charges as set forth in other sections of this tariff.

5.1.1 Ordering Conditions

A Customer may order any number of services of the same type and between the same Premises on a single Access Order. The use of any service described in this tariff constitutes an Access Order and the Customer's agreement to the rates, terms and conditions set forth in this tariff.

In its Access Order, the Customer shall provide all information necessary for the Telephone Company to provide and bill for the requested service. In addition to the order information required in Section 5.2, following, the Customer must also provide:

- Customer name and Premises address(es).
- Billing name and address (when different from Customer name and address).
- Customer contact name(s) and telephone number(s) for the following provisioning activities:
 1. order negotiation
 2. order confirmation
 3. interactive design
 4. installation
 5. billing

5.1.2 Provision of Other Services

Other services as described in Sections 9.1 and 9.2, following, may be ordered in conjunction with the order for Switched Access Service. All rates and charges set forth in Section 12.2.3, following, will apply in addition to the rates and charges for the Switched Access Service with which they are associated.

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5. Ordering Service (Cont'd)5.2 Access Order

An Access Order is used by the Telephone Company to provide a Customer with the following:

- Switched Access Service as set forth in Section 6., following.
- Other Services as set forth in Section 9., following.

(A) Feature Group D Switched Access Service

Orders for Feature Group D Switched Access Service shall be in busy hour minutes of capacity. When placing an order for Switched Access Service, the Customer shall provide the Telephone Company with the following information:

- (1) The Telephone Company End Office where service is requested.
- (2) The number and type of busy hour minutes of capacity (BHMC) requested from the Customer Premises to the End Office.
- (3) The Customer Premises where service is requested.
- (4) Customers order FGD by specifying the number of Trunks desired between the Customer Premises and an Entry Switch. The Customer must also provide the Telephone Company an estimate of the amount of traffic it will generate to and/or from each End Office subtending the Access Tandem to assist the Telephone Company in its own efforts to project future facility requirements.
- (5) For Toll Free Number Data Base Access Service, as described in Section 6.3.3(A)(3)(a), following, the Customer must order FGD to those Access Tandems or End Offices designated as Service Switching Points (SSP) for Toll Free Number Data Base Access Service. Direct trunk routes can only be provided from End Offices equipped to query centralized data bases. All traffic originating from End Offices not equipped to provide SS7 signaling and routing require routing via an Access Tandem where SSP functionality is available.
- (6) A projected Percentage of Interstate Use (PIU) as set forth in Section 2.3.9, preceding.

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5. Ordering Service (Cont'd)5.2 Access Order (Cont'd)

(B) For Feature Group D with SS7 Signaling, in addition to the information listed in (C), preceding, the Customer shall specify: *

- (1) A reference to existing signaling connections or reference to a related signaling connection order.
- (2) SS7 Signaling Local Switching options, if any.
- (3) The number of BHMC or Trunks required for or to be converted to an SS7 Signaling capability.
- (4) Optional features as specified in Section 6.

5.3 Traffic Engineering Responsibilities(A) Determination of Busy Hour Minutes of Capacity (BHMC)

It is the responsibility of the Customer to determine the BHMC when ordering FGD, or CCSAC Switched Access Service.

The BHMC may be determined by the Customer in the following manner. For each day (8 am to 11 pm, Monday through Friday, excluding national holidays), the Customer shall determine the highest number of minutes of use for a single hour (e.g., 55 minutes in the 10-11 AM hour).

The Customer shall, for the same hour period (i.e., busy hour) for each of twenty consecutive business days, pick the twenty consecutive business days in a calendar year which add up to the largest number of minutes of use. Both originating and terminating minutes shall be included. The Customer shall then determine the average busy hour minutes of capacity (i.e., BHMC) by dividing the largest number of minutes of use figure for the same hour period for the consecutive twenty business day period by 20. This computation shall be performed for each End Office the Customer wishes to serve.

The total BHMC by type for each End office will be converted to transmission paths using standard Telephone Company traffic engineering methods.

* SS7 signaling is available only where the Telephone Company has deployed the necessary equipment and other facilities.

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5. Ordering Service (Cont'd)5.3 Traffic Engineering Responsibilities (Cont'd)(B) Determination of SS7 Signaling Connections

For Feature Group D with SS7 Signaling, the Customer shall work cooperatively with the Telephone Company or its agent for CCSAC interconnection to determine the number of signaling connections required to handle its signaling traffic.

5.4 Access Order Service Intervals

To the extent the Access Service can be made available with reasonable effort, the Telephone Company will provide Access Service in accordance with the Customer's requested interval. The Telephone Company is not responsible for any delays caused by any other connecting local exchange carrier in the provision of service to the Customer's Point of Termination.

If, in order to meet the Customer's requested service date, work must be performed outside scheduled work hours, Additional Labor charges as described in Section 9., following, will apply.

5.5 Access Order Modifications

The Customer may request a modification of its Access Order prior to the service date. The Telephone Company will make every effort to accommodate a requested modification when it is able to do so with the normal work force assigned to complete such an order within normal business hours. If the modification cannot be made with the normal work force during normal business hours, the Telephone Company will notify the Customer that additional labor and/or engineering charges will apply. If the Customer still desires the Access Order modification and agrees to any additional charges which may apply, the Telephone Company will schedule a new service date. Additional labor or engineering charges as described in Section 9., following, will apply.

(A) Service Date Change

Access Order service dates may be changed, but the new service date may not exceed the original service date by more than 30 calendar days. If the Customer requested service date is more than 30 calendar days after the original service date, the order will be cancelled by the Telephone Company and reissued. The appropriate cancellation charges as set forth in Section 5.6(B), following, will apply. If the Telephone Company determines it can accommodate the Customer's request with the normal work force during normal business hours and without delaying service dates for orders of other Customers, a new service date may be established that is prior to the original service date. No charges will apply.

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5. Ordering Service (Cont'd)5.5 Access Order Service Modifications (Cont'd)(A) Service Date Change (Cont'd)

If the requested service date is changed to an earlier date, and the Telephone Company determines additional labor or extraordinary costs are necessary to meet the request, the Customer will be notified by the Telephone Company that Additional Labor Charges, as described in Section 9., following, may apply.

(B) Change in Lines or Capacity

Any increase in the number of Switched Access Service lines, trunks or busy hour minutes of capacity will be treated as a new Access Order (for the increased amount only).

Any decrease in the number of ordered Switched Access Service lines, trunks or busy hour minutes of capacity will be treated as a partial cancellation and the charges as set forth in Section 5.6(B), following, will apply.

5.6 Cancellation of an Access Order

(A) A Customer may cancel an Access Order for the installation of service on any date prior to the service date. The cancellation date is the date the Telephone Company receives written or verbal notice from the Customer that the order is to be cancelled. The verbal notice must be followed by written confirmation within 10 days. If the Customer is unable to accept Switched Access Service within 30 days after the service date, at the Customer's option, service will be cancelled and charges set forth in (B), following, will apply, or billing for the Switched Access Service will commence on the 31st day after the service date.

(B) When a customer cancels an Access Order, a Cancellation Charge will apply as follows:

(1) Installation of Switched Access Service facilities is considered to have started when the Telephone Company incurs any cost in connection with the installation. Where installation of access facilities has been started prior to the cancellation, the charges specified in (a) or (b), following, whichever is less, shall apply.

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5. Ordering Service (Cont'd)5.6 Cancellation of an Access Order (Cont'd)

(B) (Cont'd)

(1) (Cont'd)

(a) A charge equal to the nonrecoverable cost of equipment and material ordered, provided or used, plus the nonrecoverable cost of installation and removal including the costs of engineering, labor, supervision, transportation, right-of-way and other associated costs less actual net salvage received after disposal of facilities.

(b) The charge for the minimum period of Switched Access Service ordered by the Customer.

(2) Where the Customer cancels an Access Order prior to the start of installation of access facilities, no charges shall apply.

(C) If the Telephone Company misses a service date by more than 30 days due to circumstances over which it has direct control (excluding, e.g., Acts of God, acts or omissions by the Customer or third parties, governmental requirements, work stoppages and civil commotion), the Customer may cancel the Access Order without incurring cancellation charges.

5.7 Selection of Facilities for Access Orders

For all Access Orders, the option to request a specific transmission path is not provided.

5.8 Minimum Period

Switched Access Service usage rated services (i.e., End Office and Tandem Switched Transport) have no minimum period. The minimum period for which all other Switched Access Service is provided and for which charges are applicable, is one month.

(A) When Switched Access Service is disconnected prior to the expiration of the minimum period, charges are applicable for the balance of the minimum period. For flat rated Switched Access Service, the charge for a month or fraction thereof is the applicable monthly rate for the service plus any optional features or nonrecurring charges that may apply.

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SWITCHED ACCESS SERVICE**6. Switched Access Service****6.1 General**

Switched Access Service, which is available to Customers for their use in furnishing their services, provides a communication path between points designated by a calling party, or between points necessary to route calls to the Telephone Company. It provides for the use of terminating, switching and trunking facilities and other plant of the Telephone Company either used separately or in combination. Specific references to material describing the elements of Switched Access Service are provided in Section 6.2, following. Switched Access Service is only available under this tariff for originating Calls from or terminating Calls to End Users to whom the Telephone Company has offered Direct Session Initiation Protocol ("SIP") Connect Service for a fee. Direct SIP Connect Service provides End Users with a single SIP interface and a private ethernet connection for End User Access Service to the public switched network. The scope of Switched Access Service provided under this tariff shall be construed broadly to encompass "Exchange Access" as defined by section 3 of the Communications Act, as amended, 47 U.S.C. § 153(20). Switched Access Service includes Calls placed to voice mail systems, help desks, call center operations, audio recordings (including but not limited to the recordings of church sermons, seminars or other presentations), chat lines, conference bridges, or similar operations so long as the Telephone Company has offered Direct SIP Connect Service to those End Users for a fee.

Rates and Charges for Switched Access Service are set forth in Section 12.2.1, following. The application of rates for Switched Access Service is described in Section 6.7.1, following.

The provision of Feature Group D Switched Access Service includes Tandem Switched Transport facilities, where required, and the appropriate End Office functions.

There are three specific transmission specifications (i.e., Types A, B and C) that have been identified for the provision of Switched Access Service. The parameters for the transmission specifications are determined by the Telephone Company pursuant to industry standards.

6.2 Rate Categories

There are three rate categories which apply to Switched Access Service:

- Tandem Switched Transport
- End Office Local Switching (including the Information Surcharge)
- Toll Free Number Data Base Access Service

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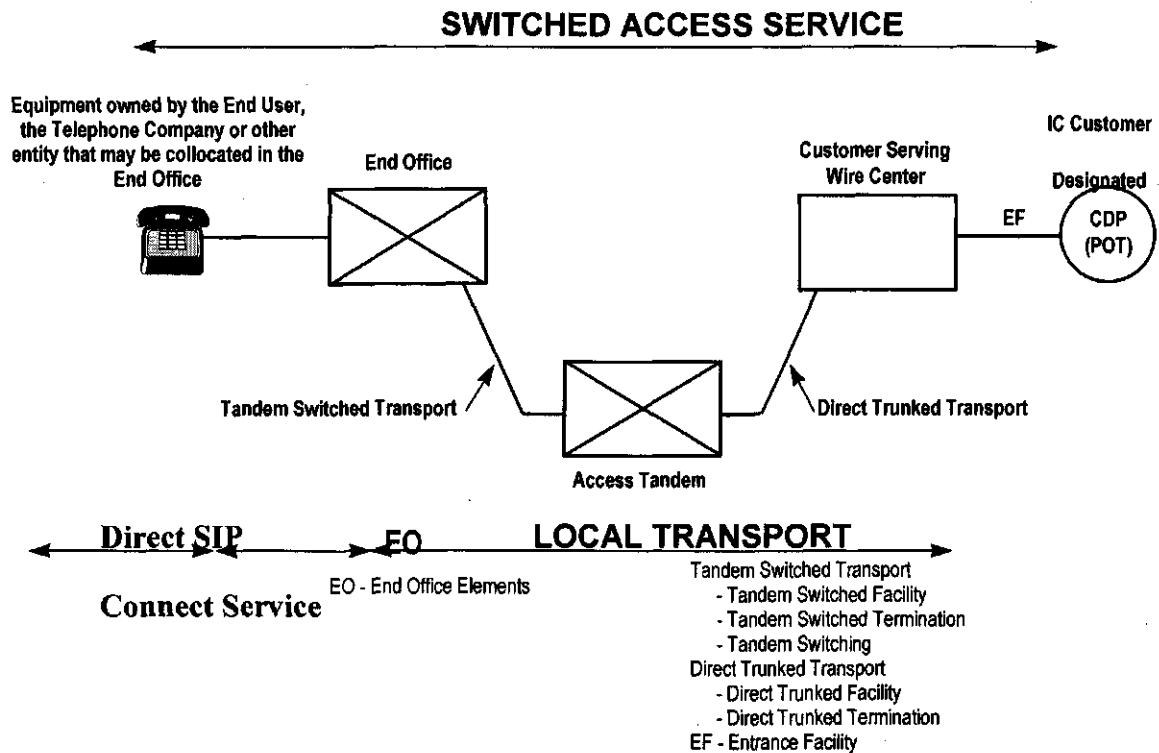
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6. Switched Access Service (Cont'd)6.2 Rate Categories (Cont'd)

The Feature Group offered by the Telephone Company, as described in Section 6.3 following, is Feature Group D. Premium rates apply for all Feature Group D Switched Access connections on an Access Minute basis. Access Minutes are determined as described in Section 6.7.4, following. Premium rate classifications are described in Section 6.7.1(B), following. The following diagram depicts a generic view of the components of Switched Access Service and the manner in which the components are combined to provide a complete Access Service.



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6. Switched Access Service (Cont'd)6.2 Rate Categories (Cont'd)(A) Tandem Switched Transport

Tandem Switched Transport provides the transmission and tandem switching facilities between the IC Premises and each End Office Switch of the Telephone Company where the traffic is switched when originating and terminating the traffic. Some Tandem Switched Transport rate elements are distance sensitive, while others are non-distance sensitive.

If the IC utilizes the facilities of another connecting local exchange carrier to access the Telephone Company End Office Switch for the provision of Switched Access Service, the Tandem Switched Transport charge will provide facilities between the End Office Switch and the interconnection point with the connecting local exchange carrier.

Tandem Switched Transport is a two-way voice frequency transmission path composed of facilities determined by the Telephone Company in accordance with the number of BHMCS in the IC's order. The Telephone Company may own or lease the facilities used to provide Tandem Switched Transport. The two-way voice frequency transmission path permits the transport of Calls in the Originating Direction (from the End Office Switch to the IC's Premises) and in the Terminating Direction (from the IC's Premises to the End Office Switch), but not simultaneously. The voice frequency transmission path may be comprised of any type of plant capable of the transmission of voice and associated telephone signals within the frequency bandwidth of approximately 300 to 3,000 Hz.

When ordering, the Customer must specify the directionality of the service.

The Telephone Company will specify the Access Tandem through which Switched Access Service will be provided and will designate the Serving Wire Center.

In Host/Remote configurations, the Tandem Switched Termination rate will always apply for traffic routed between the Host and Remote offices, regardless of the type of service ordered between the Serving Wire Center and the Host office.

Direct Trunked Transport is not available at the Telephone Company's End Offices. In addition, Direct Trunked Transport is not available: (1) from End Offices that provide equal access through a Centralized Equal Access arrangement, (2) from End Offices that lack recording or measurement

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6. Switched Access Service (Cont'd)6.2 Rate Categories (Cont'd)(A) Tandem Switched Transport (Cont'd)

capability, and (3) for originating Toll Free Number Calls from non-Service Switching Point (SSP) equipped End Offices that can not accommodate direct trunking of originating Toll Free Number calls.

Tandem Switched Transport is provided at the rates and charges set forth in Section 12.2.1(A), following. The application of these rates with respect to Feature Group D is as set forth in Section 6.3, following.

The Tandem Switched Transport rate elements recover a portion of the costs associated with the communications path between the End Office and an Access Tandem on circuits that are switched at an Access Tandem switch, and between host and remote switching offices. Tandem Switched Transport consists of circuits dedicated to the use of a single IC from the Serving Wire Center to the Access Tandem and circuits used in common by multiple ICs from the Access Tandem the End Office.

Two rates apply to Tandem Switched Transport: a Tandem Switched Termination rate and a Tandem Switched Facility rate.

The Tandem Switched Termination rate recovers a portion of the costs of the circuit equipment that is necessary for the termination of each end of the Tandem Switched Transport. The Tandem Switched Termination rate also recovers a portion of the costs of the transmission facilities, including intermediate transmission circuit equipment, between the end points of the interoffice circuits. The Tandem Switched Termination rate specified in Section 12.2.1(A), following, is applied on a per Access Minute basis (for all originating and terminating minutes of use routed over the facility) for each measured segment of the Tandem Switched Transport (remote office to Host Office, End Office to Serving Wire Center or End Office to Access Tandem). This rate applies from Host Office to remote office, even when Direct Trunking is ordered from the Serving Wire Center to the Host Office.

The Tandem Switched Facility rate recovers a portion of the costs of transmission facilities, including intermediate transmission circuit equipment, between the end points of interoffice circuits. The Tandem Switched Facility rate specified in 12.2.1(A) following is applied on a per Access Minute per mile basis for all originating and terminating minutes of use routed over the facility.

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6. Switched Access Service (Cont'd)6.2 Rate Categories (Cont'd)(B) End Office

The End Office rate category provides the local End Office switching and termination functions necessary to complete the transmission of Switched Access communications to and from the local End Office. The End Office rate category includes the Local Switching and Information Surcharge rate elements.

(1) Local Switching

The Local Switching rate element provides the local End Office switching functions associated with Feature Group D and the transport termination for the trunk side arrangements which terminate the Tandem Switched Transport facilities. The Telephone Company may provide the local End Office switching functions to the Customer through the Telephone Company's End Office Switch or by obtaining switching capacity from another carrier or other entity, by leasing all or portion of an End Office Switch from another carrier or other entity, or by obtaining the partition of an End Office Switch from another carrier or other entity. Rates for Local Switching are set forth in Section 12.2.1(B)(1), following.

(2) Information Surcharge

The Information Surcharge rate is assessed to a Customer based on the total number of Access Minutes. The Information Surcharge rate is set forth in Section 12.2.1(B)(2), following.

(C) Rate Regulations

This section contains the specific regulations governing the rates and charges that apply for Switched Access Service.

(1) Description and Application of Rate

There are two types of rates and charges that apply to Switched Access Service; recurring (usage and flat rates) and nonrecurring charges.

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6. Switched Access Service (Cont'd)6.2 Rate Categories (Cont'd)(C) Rate Regulations (Cont'd)(1) Description and Application of Rate (Cont'd)(a) Recurring Rates

1. Usage Rates for Switched Access Service are rates that apply on a per Access Minute or a per call basis. Access Minute charges and per call charges are accumulated over a monthly period.
2. Flat Rates for Switched Access Service are rates that apply on a per month per rate element basis.

(b) Nonrecurring Charges

Nonrecurring charges are one--time charges that apply for a specific work activity (i.e., installation or change to an existing service).

6.3 Provision and Description of Switched Access Service Feature Groups

Switched Access Service is provided in one Feature Group arrangement:

- Feature Group D

The Tandem Switched Transport and End Office rate categories described in Section 6.2, preceding, apply to all Switched Access Services.

6.3.1 Feature Group D (FGD)(A) Description

- (1) FGD is provided at Telephone Company designated office switches whether routed directly or via Telephone Company designated electronic Access Tandem switches. The Telephone Company will designate the First Point(s) of Switching for FGD service.

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6. Switched Access Service (Cont'd)6.3 Provision and Description of Switched Access Service Feature Groups (Cont'd)6.3.1 Feature Group D (FGD) (Cont'd)(A) Description (Cont'd)

- (2) FGD is provided as Trunk side switching through the use of End Office or Access Tandem switch trunk equipment. The switch trunk equipment is provided with wink start start-pulsing signals and answer and disconnect supervisory signaling. When FGD with SS7 signaling is ordered, no inband signaling is provided.
- (3) FGD switching is provided with multifrequency address signaling or out of band SS7 signaling. With multifrequency address signaling and SS7 signaling, up to 12 digits of the called party number dialed by the Customer's End User using dual tone multifrequency or dial pulse address signals will be provided by Telephone Company equipment to the Customer's Premises where the Switched Access Service terminates. Such address signals will be subject to the ordinary transmission capabilities of the Tandem Switched Transport provided.
- (4) FGD switching, when used in the Originating Direction, is provided with multifrequency address signaling. Up to 12 digits of the called party number dialed by the Customer's End User using dual tone multifrequency, dial pulse address signals, or common channel signals will be provided by Telephone Company equipment to the Customer's Premises where the Switched Access Service terminates. Such address signals will be subject to the ordinary transmission capabilities of the Tandem Switched Transport provided. The permitted uses of FGD in the Originating Direction shall be broadly construed to include, but not be limited to, the origination of calls from fax service companies, conference bridges, fax service systems, voice messaging systems, call centers, information service systems or similar high-traffic volume operations or the routing of calls placed by the End User or Customer to the internet, internet service providers, internet protocol networks, voice-over-internet protocol gateways or similar information service systems.

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6. Switched Access Service (Cont'd)6.3 Provision and Description of Switched Access Service Feature Groups (Cont'd)6.3.1 Feature Group D (FGD) (Cont'd)(A) Description (Cont'd)

- (5) FGD switching, when used in the Terminating Direction, may be used to access valid NXX codes served by the Telephone Company's End Office. The permitted uses of FGD in the Terminating Direction shall be broadly construed to include, but not be limited to, Calls placed to time or weather announcement services of the Telephone Company, other Customers' services, community information services of an information service provider, audio recordings (such as church sermons, seminars and other presentations), conference call services or similar operations offered by the Telephone Company or third parties, voice mail systems, voice-over-internet protocol gateway systems, information service systems, internet service providers, or internet protocol networks regardless of whether those companies, facilities or systems are owned by the Customer, third parties or the Telephone Company (by dialing the appropriate codes).

Additionally, non-access charges will also be billed for Calls from a FGD Trunk to a Customer's service in accordance with that Customer's applicable service rates when the Telephone Company performs the billing function for that Customer. 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 and 555-1212), service codes, or 1010XXX access codes.

Calls will be completed to Directory Assistance (NPA-555-1212 or 555-1212) when FGD switching is combined with Directory Assistance switching.

- (6) The Telephone Company will establish a Trunk Group or groups for the Customer at End Office Switches or Access Tandem Switches where FGD switching is provided. When required by technical limitations, a separate Trunk Group will be established for each type of FGD switching arrangement provided. Different types of FGD or other switching arrangements may be combined in a single Trunk Group at the option of the Telephone Company.

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6. Switched Access Service (Cont'd)6.3 Provisions and Description of Switched Access Service Feature Groups (Cont'd)6.3.1 Feature Group D (FGD) (Cont'd)(A) Description (Cont'd)

- (7) The access code for FGD switching is a uniform access code of the form 1010XXX. A single access code will be the assigned number of all FGD access provided to the Customer by the Telephone Company. No access code is required for calls to a Customer over FGD Switched Access Service if the End User's telephone exchange service is arranged for presubscription to that Customer.

Where no access code is required, the number dialed by the Customer's End User shall be a seven or ten digit number for calls in the North American Numbering Plan (NANP).

For international calls outside the NANP, a seven to twelve digit number may be dialed. The form of the numbers dialed by the Customer's End User is NXX-XXXX, 0 or 1+ NXX-XXXX, NPA + NXX-XXXX, 0 or 1+ NPA + NPA + NXX-XXXX, and, when the End Office is equipped for International Direct Distance Dialing (IDDD, 01 + CC + NN or 011 + CC + NN).

When the 1010XXX access code is used, FGD switching also provides for dialing the digit 0 for access to the Customer's operator, 911 for access to the Telephone Company's emergency reporting service, or the end-of-dialing digit (#) for cut-through access to the Customer's Premises.

- (8) FGD switching will be arranged to accept calls from telephone exchange service locations without the need for dialing 1010XXX uniform access code. Each telephone exchange service line may be marked with a code to identify which 1010XXX code its calls will be directed to for interLATA service.

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6. Switched Access Service (Cont'd)6.3 Provisions and Description of Switched Access Service Feature Groups (Cont'd)6.3.1 Feature Group D (FGD) (Cont'd)(A) Description (Cont'd)

- (9) Unless prohibited by technical limitations, the Customer's Toll Free Number Data Base traffic may, at the option of the Customer, be combined in the same Trunk Group arrangement with the Customer's non-Toll Free Number Data Base traffic. When required by technical limitations, or at the request of the Customer, a separate Trunk Group will be established for Toll Free Number Data Base traffic.

(B) Transmission Specifications

FGD is provided with Type A Transmission Specifications on the transmission path from the Access Tandem to the End Office.

(C) Testing Capabilities

FGD is provided, in the Terminating Direction where equipment is available, with seven digit access to balance (100 type) test line, milliwatt (102 type) test line, nonsynchronous or synchronous test line, automatic transmission measuring (105 type) test line, data transmission (107 type) test line, loop around test line, short circuit test line and open circuit test line. Additional testing services are available as set forth in Section 9., following, for FGD.

When FGD with SS7 signaling option is ordered, network compatibility and other operational tests will be performed cooperatively by the Customer, the Telephone Company, and any agents contracted to provide CCSAC.

(1) Acceptance Testing

At no additional charge, the Telephone 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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At no additional charge, the Telephone Company will, at the Customer's request, test after installation on an automatic or manual basis, 1,004 Hz loss, C-message noise and balance (return loss). In the case of automatic testing, the Customer shall provide remote office test lines and 105 test lines with associated responders or their functional equivalent.

(D) Design and Traffic Routing

For Feature Group D, the Telephone Company shall design and determine the routing of Tandem Switched Access Transport service, including the selection of the First Point of Switching and the selection of facilities from the interface to any switching point and to the End Office. The Telephone Company shall also decide if capacity is to be provided by originating only, terminating only, or two-way Trunk Groups. Finally, the Telephone Company will decide whether trunk side access will be provided through the use of two-wire or four-wire trunk terminating equipment.

Selection of facilities and equipment and traffic routing of the service are based on standard engineering methods, available facilities and equipment, and actual traffic patterns.

6.3.2 Manner of Provision

Switched Access is furnished in either quantities of lines or Trunks, or in busy hour minutes of capacity (BHMCs). FGD Access is furnished on a BHMC basis and on a per trunk basis as set forth in Section 5.2(C), preceding.

BHMCs are differentiated by type and directionality of traffic carried over a Switched Access Service arrangement. Differentiation of traffic among BHMC types is necessary for the Telephone Company to properly design Switched Access Service to meet the traffic carrying capacity requirement of the Customer.

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For Tandem Switched Transport, the Telephone Company will determine the number of Switched Access Service transmission paths to be provided for the Switched Access Feature Group D busy hour minutes of capacity ordered. The number of transmission paths will be developed using the total busy hour minutes of capacity by type (as described in Section 5.3(A), preceding) for the End Office for each Feature Group ordered from a Customer's designated Premises. The total busy hour minutes of capacity by type (e.g., originating, terminating, IDDD, Operator) for the End Office will be converted to transmission paths using standard Telephone Company traffic engineering methods. The number of transmission paths provided shall be the number required based on the use of Access Tandem switches and End Office switches.

There are two major BHMC categories identified as Originating and Terminating. Originating BHMCs represent access capacity for carrying traffic from the End Office to the Point of Termination. Terminating BHMCs represent access capacity for carrying traffic from the Point of Termination to the End Office. When ordering capacity for FGD Switched Access Service, the Customer must at a minimum specify access capacity in terms of Originating BHMCs and/or Terminating BHMCs. Because some Customers will wish to further segregate their originating traffic into separate Trunk Groups, or because segregation may be required by network considerations, Originating BHMCs are further categorized into Domestic, Toll Free Number, Operator and IDDD. Domestic BHMCs represent access capacity for carrying only domestic traffic other than Toll Free Numbers and Operator traffic; IDDD BHMCs represent access capacity for carrying only international traffic; and, Toll Free Number and Operator BHMCs represent access capacity for carrying, respectively, only Toll Free Number or Operator traffic. When ordering such types of access capacity, the Customer must specify Domestic, Toll Free Number, Operator or IDDD BHMCs.

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6. Switched Access Service (Cont'd)6.3 Provisions and Description of Switched Access Service Feature Groups (Cont'd)6.3.3 Common Switching Transport Termination Optional Features(A) Optional Features(1) Common Switching Nonchargeable Optional Features(a) Automatic Number Identification (ANI)

- (1) This option provides the automatic transmission of a seven or ten digit number and information digits to the Customer Premises for calls originating in the LATA, to identify the calling station. The ANI feature is an End Office software function which is associated on a call-by-call basis with:
 - (a) all individual transmission paths in a Trunk Group routed directly between an End Office and a Customer Premises or, where technically feasible, with
 - (b) all individual transmission paths in a Trunk Group between an End Office and an Access Tandem, and a Trunk Group between an Access Tandem and a Customer Premises.
- (2) The ten digit ANI telephone number is only available with Feature Group D. When a Customer orders SS7 Signaling, ANI will be automatically provided where technically feasible. In instances where ANI is unavailable, the Customer will automatically receive the calling Party Number as specified in Section 6.3.3(A)(1)(e), following. The ten digit ANI telephone number consists of the Numbering Plan Area (NPA) plus the seven digit ANI telephone number. The ten digit ANI telephone number will be transmitted on all calls except those identified as multiparty line or ANI failure, in which case only the NPA will be transmitted (in addition to the information digit described below). Seven digit ANI is not available with SS7 signaling.

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(3) The information digits identify:

- (a) that the telephone number is the station billing number - no special treatment required,
- (b) that ANI failure has occurred in the End Office Switch which prevents identification of calling telephone number - must be obtained by operator or in some other manner,
- (c) a hotel/motel originated call which requires room number identification,
- (d) a coinless station, hospital, inmate, etc. call which requires special screening or handling by the Customer, and that a call is an Automatic Identified Outward Dialed (AIOD) call from Customer Premises equipment. The ANI telephone number is the listed telephone number of the Customer and is not the telephone number of the calling party. These ANI information digits generally are available with Feature Group D.

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(4) Additional ANI information digits are available with Feature Group D only. They include:

- (a) InterLATA restricted - telephone number is identified line
- (b) InterLATA restricted - hotel/motel line
- (c) InterLATA restricted - coinless, hospital, inmate, etc., line

These information digits will be transmitted as agreed to by the Customer and the Telephone Company.

(5) Restrictions on Use and Sale of ANI

(a) Intrastate access Customers of this tariff may use ANI in the following manner:

- (i) For billing & collection information, for routing, screening, and completing the originating subscriber's Call or transaction, or for services directly related to the originating telephone subscriber's Call or transaction.

The Customer may use ANI to offer a product or service that is directly related to the products or services previously acquired from the Customer by the originating subscriber.

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(b) Intrastate access Customers of this tariff may not use ANI in the following manner:

- (i) Reusing or selling the telephone number or billing information without first notifying the originating telephone subscriber and obtaining the affirmative consent of such subscriber for such reuse or sale.
- (ii) Disclosing (except as permitted in (a), preceding), any information derived from the ANI for any purpose other than (1) performing the services or transactions that are the subject of the originating subscriber's Call, (2) ensuring network performance security and the effectiveness of Call delivery, (3) compiling, using, and disclosing aggregate information, and (4) complying with applicable law or legal process.

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This option provides the capability of directing originating traffic from an End Office to a Trunk Group to a Customer Premises, based on the line class of service (e.g., coin, multiparty or hotel/motel), service prefix indicator (e.g., 0-, 0+ or 011+, or Service Access Code (e.g., 900)). It is provided in suitably equipped End Office or Access Tandem switches and is available with Feature Group D.

(c) Multifrequency Address Signaling

Multifrequency Address Signaling is available as an optional feature with FGD. This feature provides for the transmission of number information and control signals (e.g., number address signals, automatic number identification) between the End Office Switch and the Customer's Premises (in either direction). Multifrequency signaling arrangements make use of pairs of frequencies out of a group of six frequencies. Specific information transmitted is dependent upon feature group and Call type (i.e., POTS, coin or operator). This feature is not available in combination with SS7 signaling.

(d) Signaling System 7 (SS7) Signaling

This feature provides common channel out of band transmission of address and supervisory SS7 protocol signaling information between the End Office Switch or the Access Tandem office switching system and the Customer's designated Premises. This feature is available only in offices where technically feasible. The

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signaling information is transmitted to the Telephone Company designated STP which may be provided by a separate entity. The Customer must arrange CCSAC facilities with the entity providing the STP in order to receive SS7 signaling from the Telephone Company. This feature is available with FGD and will be provided in accordance with the SS7 Interconnect specifications described in Technical Reference TR-TSV-000905.

(e) Calling Party Number (CPN)

This feature provides for the automatic transmission of the ten digit directory number, associated with a calling station, to the Customer's Premises for calls originating in the LATA. The ten digit telephone number consists of the NPA plus the seven digit telephone number, which may or may not be the same number as the calling station's charge number. The ten digit telephone number will be coded as presented, or restricted via a "privacy indicator" for delivery to the called End User. This feature is automatically provided with originating FGD with SS7 signaling. SS7 Signaling is available only where technically feasible.

(1) Restrictions on Use and Sale of CPN

- (a) Intrastate access Customers of this tariff may use CPN in the following manner:

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(1) Restrictions on Use and Sale of CPN (Cont'd)

(a) (Cont'd)

- (i) For billing and collection information, for routing, screening, and completing the originating subscriber's call or transaction, or for services directly related to the originating telephone subscriber's Call or transaction.

The Customer may use CPN to offer a product or service that is directly related to the products or services previously acquired from the Customer by the originating subscriber.

- (b) Intrastate access Customers of this tariff may not use CPN in the following manner:

- (i) Reusing or selling the telephone number or billing information without first notifying the originating telephone subscriber and obtaining the affirmative consent of such subscriber for such reuse or sale.

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6. Switched Access Service (Cont'd)6.3 Provisions and Description of Switched Access Service Feature Groups (Cont'd)6.3.3 Common Switching Transport Termination Optional Features (Cont'd)(A) Optional Features (Cont'd)(1) Common Switching Nonchargeable Optional Features (Cont'd)(e) Calling Party Number (CPN) (Cont'd)

(1) Restrictions on Use and Sale of CPN (Cont'd)

(b) (Cont'd)

- (ii) Disclosing (except as permitted in (a), preceding) any information derived from the CPN for any purpose other than 1) performing the services or transactions that are the subject of the originating subscriber's Call, 2) ensuring network performance security and the effectiveness of Call delivery, 3) compiling, using, and disclosing aggregate information, and 4) complying with applicable law or legal process.

(f) Carrier Selection Parameter (CSP)

This feature provides for the automatic transmission of a signaling indicator which signifies to the Customer whether or not the Call being processed originated from a presubscribed line. If the line was presubscribed, the indicator will signify if the End User did or did not dial 1010XXX. This feature is provided with originating FGD with SS7 signaling. CSP is not available at all Telephone Company switches.

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6. Switched Access Service (Cont'd)6.3 Provisions and Description of Switched Access Service Feature Groups (Cont'd)6.3.3 Common Switching Transport Termination Optional Features (Cont'd)(A) Optional Features (Cont'd)(1) Common Switching Nonchargeable Optional Features (Cont'd)(g) Charge Number Parameter (CNP)

- (1) The CNP is equivalent to the existing ten digit Automatic Number Identification (ANI) available with FGD with MF signaling. The CNP provides for the automatic transmission of the ten digit billing number of the calling station and the originating line information. This feature is provided with originating FGD where SS7 signaling is available.

(2) Restrictions on Use and Sale of CNP

- (a) Intrastate access Customers of this tariff may use CNP in the following manner:
- (i) For billing and collection information, for routing, screening, and completing the originating subscriber's Call or transaction, or for services directly related to the originating telephone subscriber's Call or transaction.

The Customer may use CNP to offer a product or service that is directly related to the products or services previously acquired from the Customer by the originating subscriber.

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(b) Intrastate access Customers of this tariff may not use CNP in the following manner:

- (i) Reusing or selling the telephone number or billing information without first notifying the originating telephone subscriber and obtaining the affirmative consent of such subscriber for such reuse or sale.
- (ii) Disclosing, except as permitted in a), preceding, any information derived from the CNP for any purpose other than (1) performing the services or transactions that are the subject of the originating subscriber's Call, (2) ensuring network performance security and the effectiveness of call delivery, (3) compiling, using, and disclosing aggregate information, and (4) complying with applicable law or legal process.

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This arrangement provides for initial coin return control and routing of 0+, 0-, 1+, 01+, 011+ or, respectively. Because operator assisted coin calling traffic is routed over a Trunk Group dedicated to operator assisted calls, this arrangement is only provided in association with the Service Class Routing option.

(b) Operator Trunk-Coin, Non-Coin, or Combined Coin and Non-Coin

The operator assistance non-coin calling arrangement is also normally ordered by the Customer in conjunction with the ANI optional feature, since the preponderance of Trunk Groups equipped with this arrangement will be terminated in the Customer's TSPS systems, rather than in the Customer's manual cord boards. When so equipped, the ANI feature provides for the forwarding of information digits which identify that the Call has originated from a hotel or motel, and whether room number identification is required, or that special screening is required, e.g., for coinless public stations, dormitory or inmate stations, other screening arrangements agreed to between the Customer and the Telephone Company.

Combined Coin and Non-Coin

This arrangement provides for initial coin return control and routing of 0+, 0-, 1+, or 011+, respectively. Because operator assisted coin and non-coin calling traffic is routed over a Trunk Group dedicated to operator assisted calls, this arrangement is only provided in association with the Service Class Routing option.

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(Cont'd)(b) Operator Trunk-Coin, Non-Coin, or Combined Coin and Non-Coin (Cont'd)

This arrangement is normally ordered by the Customer in conjunction with the ANI optional feature, since the preponderance of Trunk Groups equipped with this arrangement will be terminated in the Customer's operator services systems, rather than the Customer's manual cord boards. When so equipped, the ANI optional feature provides for the forwarding of information digits which identify that the Call has originated from a hotel or motel, and whether room number identification is required, or that special screening is required, e.g., for coinless public stations, dormitory or inmate stations, or other screening arrangements agreed to between the Customer and the Telephone Company.

(c) Operator Trunk-Full Feature

This option provides the initial coin return control function to the Customer's operator. It is available with Feature Group D and is provided as Trunk type for Transport Termination. Because it requires inband signaling, this feature is not available with the SS7 Signaling option.

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Toll Free Number Data Base Access Service is provided to all Customers in conjunction with FGD Switched Access Service. When a 1+Toll Free Number+NXX-XXXX Call is originated by an End User, the Telephone Company will utilize the Signaling System 7 (SS7) network to query a Toll Free Number data base to identify the Customer to whom the Call will be delivered and provide vertical features based on the dialed ten digits. The Call will then be routed to the identified Customer over FGD Switched Access Service.

A Basic or Vertical Features Query charge, as set forth in Section 12.2.1(C), following, is assessed for each query launched to the data base which identifies the Customer to whom the Call will be delivered.

The Basic Query provides the identification of the Customer to whom the Call will be delivered and includes area of service routing which allows routing of Toll Free Number calls by telephone companies to different Interexchange Carriers based on the Local Access Transport Area (LATA) in which the Call originates.

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6. Switched Access Service (Cont'd)

- (i) 6.3 Provisions and Description of Switched Access Service Feature Groups (Cont'd)
- 6.3.3 Common Switching Transport Termination Optional Features (Cont'd)

- (A) Optional Features (Cont'd)

- (3) Chargeable Optional Features (Cont'd)

- (a) Toll Free Number Data Base Access Service (Cont'd)

The Vertical Feature Query provides the same Customer identification as the basic query plus vertical features which may include: (1) call validation, (ensuring that Calls originate from subscribed service areas); (2) POTS translation of Toll Free Number numbers; (3) alternate POTS translation (which allows subscribers to vary the routing of Toll Free Number Calls based on factors such as time of day, place or origination of the Call, etc.); and (4) multiple carrier routing (which allows subscribers to route to different carriers based on factors similar to those in (3) of this paragraph).

The manner in which Toll Free Number Data Base Access Service is provided is dependent on the availability of SS7 service at the End Office from which the service is provided as outlined following:

When Toll Free Number Data Base Access Service originates at an End Office equipped with Service Switching Point (SSP) capability for querying centralized data bases, all such service will be provisioned from that End Office.

When Toll Free Number Data Base Access Service originates at an End Office not equipped with SSP customer identification capability, the Toll Free Number call will be delivered to the Access Tandem on which the End Office is homed and which is equipped with the SSP feature to query centralized data bases.

Query charges as set forth in Section 12.2.1(C), following, are in addition to those charges applicable for the Feature Group D Switched Access Service.

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SWITCHED ACCESS SERVICE6. Switched Access Service (Cont'd)6.4 Transmission Specifications

Each Switched Access Service transmission path is provided with standard transmission specifications. There are three different standard specifications (Types A, B and C). The standard for a particular transmission path is dependent on the Feature Group, the Interface Group and whether the service is directly routed or routed via an Access Tandem. The available transmission specifications are available from the telephone company upon request. Data Transmission Parameters are also provided with each Switched Access Service transmission path. If necessary, the Telephone Company may conduct tests independently or in cooperation with the Customer, and take any necessary action to insure that the data parameters are met.

The Telephone Company will maintain existing transmission specifications on functioning service configurations installed prior to the effective date of this tariff except that service configurations having performance specifications exceeding the standards listed in this provision will be maintained at performance levels specified in this tariff.

The transmission specifications concerning Switched Access Service are available from the Company upon request. Acceptance limits are set forth in Technical Reference TR-NWT-000334. This Technical Reference also provides the basis for determining Switched Access Service maintenance limits.

6.4.1 Mileage Measurement

The mileage to be used to determine the monthly rate for Tandem Switched Transport is calculated on airline distances between the End Office Switch, which may be a Host Office (where the call carried by Tandem Switched Transport originates or terminates) and the Serving Wire Center. In Host/Remote configurations, the mileage to be used to determine the monthly rate for Tandem Switched Transport will be measured separately as the airline distance between the Host Office and the Serving Wire Center, and the Host Office and the Remote Office. For SS7 signaling, the mileage to be used to determine the monthly rate for the Signaling Mileage Facility is calculated on the airline distance between the Serving Wire Center associated with the Customer's Premises (Signaling Point Interface) and the Telephone Company wire center providing the STP Port.

Where applicable, the V&H coordinates method is used to determine mileage.

Mileage rates are as set forth in 12.2.1 following. To determine the rate to be billed, first compute the airline mileage using the V&H coordinates method. If the calculation results in a fraction of a mile, always round up to the next whole mile before determining the mileage and applying the rates. Then multiply the mileage by the appropriate rate.

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SWITCHED ACCESS SERVICE6. **Switched Access Service** (Cont'd)6.5 **Obligations of the Telephone Company**

In addition to the obligations of the Telephone Company as set forth in Section 2, preceding, the Telephone Company has certain other obligations pertaining only to the provision of Switched Access Service. These obligations are as follows:

6.5.1 **Network Management**

The Telephone Company will administer its network to insure the provision of acceptable service levels to all telecommunications users of the Telephone Company's network services. Generally, service levels are considered acceptable only when both End Users and Customers are able to establish connections with little or no delay encountered within the Telephone Company network. The Telephone Company maintains the right to apply protective controls, i.e., those actions, such as call gapping, which selectively cancel the completion of traffic, over any traffic carried over its network, including that associated with a Customer's Switched Access Service. Generally, such protective measures would only be taken as a result of occurrences such as failure or overload of Telephone Company or Customer facilities, natural disasters, mass calling or national security demands. In the event that the protective controls applied by the Telephone Company result in the complete loss of service by the Customer, the Customer will be granted a Credit Allowance for Service Interruption as set forth in Section 2.4.3, preceding.

6.5.2 **Design and Traffic Routing of Switched Access Service**

For Feature Group D, the Telephone Company shall design and determine the routing of Switched Access Service. The Telephone Company shall also decide if capacity is to be provided by originating only, terminating only, or two-way Trunk Groups. The Telephone Company will decide whether Trunk side access will be provided through the use of two-wire or four-wire trunk terminating equipment.

Selection of facilities and equipment and traffic routing of the service are based on standard engineering methods, available facilities and equipment, and the Telephone Company traffic routing plans.

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6. Switched Access Service (Cont'd)6.5 Obligations of the Telephone Company (Cont'd)6.5.2 Design and Traffic Routing of Switched Access Service (Cont'd)

The Telephone Company will designate which Access Tandem will be the First Point of Switching and will select the facilities and routing that will be used to transport Calls between the First Point of Switching and the Telephone Company's End Office. Using facilities that are owned or leased by the Telephone Company, the Telephone Company shall provide the Customer with, and the Customer shall pay the Telephone Company for, Tandem Switched Transport between the Access Tandem that the Telephone Company has selected as the First Point of Switching and the Telephone Company's End Office.

6.5.3 Provision of Service Performance Data

Subject to availability, end-to-end service performance data available to the Telephone Company through its own service evaluation routines may be made available to the Customer based on previously arranged intervals and format. These data provide information on overall end-to-end call completion and non-completion performance. These data do not include service performance data which are provided under other tariff sections, e.g., testing service results. The charges for provision of this data will be determined on an individual case basis.

6.5.4 Trunk Group Measurement Reports

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

6.5.5 Determination of Number of Transmission Paths

The following applies to Switched Access Voice Transmission paths, and does not apply to signaling connections provided with CCSAC. The number of transmission paths for CCSAC connections will be determined jointly by the Telephone Company and the Customer.

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6. Switched Access Service (Cont'd)6.5 Obligations of the Telephone Company (Cont'd)6.5.5 Determination of Number of Transmission Paths (Cont'd)

For Tandem Switched Transport, the Telephone Company will determine the number of Switched Access Service transmission paths to be provided for the Switched Access Feature Group D busy hour minutes of capacity ordered. The number of transmission paths will be developed using the total busy hour minutes of capacity by type (as described in Section 6.3.2, preceding) by End Office. The total busy hour minutes of capacity by type for the End Office will be converted to transmission paths using standard Telephone Company traffic engineering methods.

6.5.6 Design Blocking Measurement

The Telephone Company will design the facilities used in the provision of Switched Access Service to meet the blocking probability criteria as set forth in (A) and (B), following.

- (A) For Feature Group D, the design blocking objective will be no greater than one percent (.01) between the Point of Termination and the End Office Switch. Standard traffic engineering methods will be used by the Telephone Company to determine the number of transmission paths requested to achieve this level of blocking.
- (B) The Telephone Company will perform routine measurement functions to assure that an adequate number of transmission paths are in service. The Telephone Company will recommend that additional capacity (i.e., busy hour minutes of capacity) be ordered by the Customer when additional paths are required to reduce the measured blocking to the designed blocking level. For the capacity ordered, the design blocking objective is assumed to have been met if the routine measurements show that the measured blocking does not exceed applicable thresholds utilized by the Telephone Company.

6.5.7 Design Layout Report

At the request of the Customer, the Telephone 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, and will be reissued or updated whenever these facilities are materially changed.

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SWITCHED ACCESS SERVICE6. **Switched Access Service** (Cont'd)6.6 **Obligations of the Customer**

In addition to the obligations of the Customer set forth in Section 2.3, preceding, the Customer has certain specific obligations pertaining to the use of Switched Access Service. These obligations are as follows:

6.6.1 **Supervisory Signaling**

The Customer's facilities shall provide the necessary on-hook, off-hook, answer and disconnect supervision.

6.6.2 **Trunk Group Measurement Reports**

With the agreement of the Customer, Trunk Group data in the form of usage in CCS, peg count and overflow for its end of all access Trunk Groups, where technologically feasible, will be made available to the Telephone Company.

These data will be used to monitor Trunk Group utilization and service performance and will be provided based on previously arranged intervals and format.

6.7 **Rate Regulations**

This section contains the specific regulations governing the rates and charges that apply for Switched Access Service.

6.7.1 **Application of Rates and Charges**(A) **Nonrecurring Charges**

Except as noted in Section 6.7.1(A)(1), following, nonrecurring charges apply as a one time charge. Nonrecurring charges are set forth in Section 12.2.3, following.

(1) **Non-Chargeable Changes**

The following administrative changes will be made without charge:

- Change of Customer name,
- Change of Customer or Customer's End User Premises address when the change of address is not a result of physical relocation of equipment,

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6. Switched Access Service (Cont'd)6.7 Rate Regulations (Cont'd)6.7.1 Application of Rates and Charges (Cont'd)(A) Nonrecurring Charges (Cont'd)(1) Non-Chargeable Changes (Cont'd)

- Change in billing data (name, address, or contact name or telephone number),
- Change of agency authorization,
- Change of Customer circuit identification,
- Change of billing account number,
- Change of Customer test line number,
- Change of Customer or Customer's End User contact name or telephone number, and
- Change of jurisdiction

(B) Recurring Charges(1) Premium Rates

Premium rates as set forth in Section 12.2.1, following, apply to all Access Minutes.

(C) Toll Free Number Data Base Access Service

A Basic Query or a Vertical Feature Query charge applies for each query that is launched to an Toll Free Number data base and identifies the Customer to whom the Call will be delivered. The Query charge applied will depend on the features used in making the data base query. Queries using vertical service features outlined above will be charged the Vertical Feature Query charge. All other queries will be charged the Basic Query charge. Query charges, as set forth in Section 12.2.1(C), following, will be applied.

When Feature Group D Switched Access Service is used for the provision of Toll Free Number Data Base Access Service and the total minutes of use and/or count of queries can be determined for each Customer at an Access Tandem or SSP but cannot be determined by individual End Office, an allocation method will be utilized to determine

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6. Switched Access Service (Cont'd)6.7 Rate Regulations (Cont'd)6.7.1 Application of Rates and Charges (Cont'd)(C) Toll Free Number Data Base Access Service (Con'td)

minutes of use and/or queries by End Office and Customer. For each End Office a ratio will be developed and applied against the total minutes of use and/or count of queries for a given Customer as determined by the Access Tandem or SSP. These ratios will be developed by dividing the unidentified originating Toll Free Number minutes of use at an End Office by the total unidentified originating minutes of use in all End Offices subtending the Access Tandem or SSP. For example, assume:

- Three End Offices (EO-1, EO-2, and EO-3) subtend a tandem

EO-1 measures 2,000 minutes of Toll Free Number use	
EO-2 measures 3,000 minutes of Toll Free Number use	
EO-3 measures <u>5,000</u> minutes of Toll Free Number use	
10,000	Total

- The tandem delivers Toll Free Number usage to two Customers:

IC-A has 4,000 minutes of use

IC-B has 6,000 minutes of use

- The allocation ratio for EO-1 is 20%.

2,000/10,000

- The minutes of use to be billed by EO-1 are

800 to IC-A (20% X 4,000)	
<u>1,200</u> to IC-B (20% X 6,000)	
2,000	Total

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SWITCHED ACCESS SERVICE6. Switched Access Service (Cont'd)6.7 Rate Regulations (Cont'd)6.7.2 Minimum Periods

Switched Access Service is provided for a minimum period of one month.

6.7.3 Minimum Monthly Charge

Switched Access Service is subject to a minimum monthly charge. The minimum charge applies for the total capacity provided. The minimum monthly charge is calculated as follows.

For usage rated Tandem Switched Transport, Local Switching and Information Surcharge rate elements, the minimum monthly charge is the sum of the charges set forth in Sections 12.2.1.(A) and 12.2.1.(B), following, for the measured or assumed usage for the month.

For flat rated Tandem Switched Transport rate elements, the minimum monthly charge is the sum of the recurring charges set forth in Section 12.2.1(A), following, prorated to the number of days or major fraction of days based on a 30-day month.

6.7.4 Measuring Access Minutes(A) Feature Group D Usage Measurement(1) Originating Usage

For originating calls over FGD the measured minutes are the chargeable Access Minutes.

For originating calls over FGD, provided with Multifrequency Signaling, usage measurement begins when the originating FGD First Point of Switching receives the first wink supervisory signal forwarded from the IC's Point of Termination.

For originating Calls over FGD provided with Signaling System 7 (SS7) Signaling when the FGD End Office is not routed through an Access Tandem for connection to the Customer, usage measurement begins when the SS7 Initial Address Message is sent from the Service Switching Point (SSP) to the Service Transfer Point (STP).

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6. Switched Access Service (Cont'd)6.7 Rate Regulations (Cont'd)6.7.4 Measuring Access Minutes (Cont'd)(A) Feature Group D Usage Measurement (Cont'd)(1) Originating Usage (Cont'd)

For originating Calls over FGD provided with Signaling System 7 (SS7) Signaling when the FGD End Office is routed through an Access Tandem for connection to the Customer, usage measurement begins when the FGD End Office receives the SS7 Exit Message from the Access Tandem.

The measurement of originating Call usage over FGD provided with Multifrequency Signaling ends when the originating FGD First Point of Switching receives disconnect supervision from either the originating End Office, indicating the Call has been disconnected, or the IC's Point of Termination, whichever is recognized first by the First Point of Switching.

The measurement of originating Call usage over FGD provided with SS7 Signaling ends when the originating FGD End Office receives an SS7 Release Message indicating the Call has been disconnected.

(2) Terminating Usage

For terminating Calls over FGD the chargeable Access Minutes are either measured or derived.

For terminating Calls over FGD provided with Multifrequency Signaling, where measurement capability exists, the measurement of chargeable Access Minutes begins when the terminating FGD First Point of Switching receives answer supervision from the terminating End Office, indicating the Call has been answered. This measurement ends when the terminating FGD First Point of Switching receives disconnect supervision from either the terminating End Office, indicating the Call has been disconnected, or the IC's Point of Termination, whichever is recognized first by the First Point of Switching.

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6. Switched Access Service (Cont'd)6.7 Rate Regulations (Cont'd)6.7.4 Measuring Access Minutes (Cont'd)(A) Feature Group D Usage Measurement (Cont'd)(2) Terminating Usage (Cont'd)

For terminating Calls over FGD, where measurement capability does not exist, terminating FGD usage is derived from originating usage, excluding usage from calls to closed end services or Directory Assistance Service.

For terminating Calls over FGD with SS7 Signaling, usage measurement begins when the terminating recording switch receives answer supervision. The Telephone Company switch receives answer supervision and sends the indication to the IC in the form of an answer message. The measurement of terminating FGD call usage ends when the Entry Switch receives or sends a release message, whichever occurs first.

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7. **Reserved For Future Use**

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8. **Reserved For Future Use**

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SWITCHED ACCESS SERVICE**9. Additional Engineering, Additional Labor and Miscellaneous Services**

In this section, normally scheduled working hours are an employee's scheduled work period on any given business day which totals eight (8) hours.

9.1 Additional Engineering

Additional Engineering will be provided by the Telephone Company at the request of the Customer when:

- (A) A Customer requests additional technical information after the Telephone Company has already provided the technical information normally included on the Design Layout Report (DLR) as set forth in Section 6.5.7 preceding.
- (B) Additional engineering time is incurred by the Telephone Company to engineer a Customer's request for a customized service.

The Telephone Company will notify the Customer that additional engineering charges will apply before any additional engineering is undertaken.

9.1.1 Charges for Additional Engineering

The charges for additional Engineering are as shown in Section 12.2.3(A), following.

9.2 Additional Labor

Additional labor is that labor requested by the Customer on a given service and agreed to by the Telephone Company. The Telephone Company will notify the Customer that additional labor charges will apply before any additional labor is undertaken. Additional labor charges apply to the services described in Sections 9.2.1 through 9.2.6, following.

9.2.1 Overtime Installation

Overtime installation is that Telephone Company installation effort outside of normally scheduled working hours.

9.2.2 Overtime Repair

Overtime repair is that Telephone Company maintenance effort performed outside of normally scheduled working hours.

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9. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)9.2 Additional Labor (Cont'd)9.2.3 Stand By

Stand by includes all time in excess of one-half (1/2) hour during which Telephone Company personnel stand by to make installation acceptance tests or cooperative tests with a Customer.

9.2.4 Testing and Maintenance with Other Telephone Companies

Additional labor charges set forth in 12.2.3(B) following apply for additional testing, maintenance or repair of facilities which connect to facilities of other telephone companies. This is in addition to the normal effort required to test, maintain or repair facilities provided solely by the Telephone Company.

9.2.5 Testing Services

Testing Services other than those described in other parts of this tariff will be provided at the hourly rates described in 12.2.3(B), following if requested by the Customer. Testing will be provided subject to the availability of equipment and qualified personnel.

9.2.6 Other Labor

Other labor is that additional labor incurred to accommodate a specific Customer request that involves labor which is not covered by any other section of this tariff. It also covers additional labor necessary to meet Customer requests as described in Section 5, preceding.

9.2.7 Charges for Additional Labor

The charges for Additional Labor are shown in Section 12.2.3(B), following.

9.3 Miscellaneous Services9.3.1 Maintenance of Service

- (A) When a Customer reports a trouble to the Telephone Company for clearance and the trouble is not in the Telephone Company's facilities, the Customer shall be responsible for payment of a Maintenance of Service charge for the period of time from when Telephone Company personnel are dispatched to the Customer's Premises to when the work is completed.

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9. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)9.3 Miscellaneous Services (Cont'd)9.3.1 Maintenance of Service (Cont'd)

(B) The charges for Maintenance of Service are shown in Section 12.2.3(C), following.

9.3.2 Reserved For Future Use9.3.3 Reserved For Future Use9.3.4 Reserved For Future Use9.3.5 Reserved For Future Use9.3.6 Bill Name and Address Information

Interexchange Carriers, enhanced service providers, and independent service providers may request Billing Name and Address (BNA) information of the Telephone Company or the Telephone Company's contracted billing agent for a specifically stated Billed Telephone Number (BTN). This information is to be used only for billing purposes, order entry, Customer service, fraud prevention, and identification of End Users who have moved from one location to another. Under no circumstances shall this information be used for marketing purposes.

The Telephone Company will provide this information on a per-request basis, using rates specified in Section 12.2.3(D), following. Information will be provided for all BTNs except those that are unpublished or unlisted and are assigned to subscribers who have provided the Telephone Company with written instructions forbidding the release of BNA for their assigned numbers. For all other subscribers, BNA will be released for third number billed, collect calls, 1010XXX calls, and calling card calls.

Requests for BNA must be submitted in writing. BTNs must be listed in ascending numeric order. The request must be accompanied by: (1) carrier identification code, (2) specific BTNs for which BNA is requested, and (3) contact name and number for verification. BNA will be provided in written form within a two-week interval from receipt of the request.

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10. **Special Construction**10.1 **General**

This section addresses special construction of Telephone Company facilities. When special construction is required, as described in Section 10.2, following, the provisions of this section apply in addition to regulations, rates, and charges set forth in other sections of this tariff.

Regulations and rates will be added to this tariff for each specific application of Special Construction. The Customer will provide written authorization to the Telephone Company prior to the commencement of any Special Construction.

10.2 **Conditions Requiring Special Construction**

Special construction is required when suitable facilities are not available to meet a Customer's order for service and one or more of the following conditions exist:

- The Telephone Company has no other requirement for the facilities constructed at the Customer's request;
- The Customer requests that service be furnished using a type of facility, or via a route, other than that which the Telephone Company would otherwise utilize in furnishing the requested service;
- The Customer requests the construction of more facilities than are required to satisfy its order or service;
- The Customer requests construction be expedited, resulting in added cost to the Telephone Company;
- The Customer requests that temporary facilities be constructed until permanent facilities are available.

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11. **Reserved For Future Use**

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SWITCHED ACCESS SERVICE

12. Rates and Charges12.1 General

The rates and charges for the services offered in this tariff are shown separately for each element.

12.2 Rates12.2.1 Switched Access Service

The rates and charges for the Switched Access Service offered in this tariff are set forth below.

(A)	<u>Tandem Switched Transport</u>	<u>Rate</u>
	<u>Tandem Switched Facility</u>	
	Per Access Minute Per Mile	\$0.000402 ¹
	<u>Tandem Switched Termination</u>	
	Per Access Minute Per Termination	\$0.002090 ²
	<u>Network Blocking</u>	
	Per Call Blocked	\$0.0153 ³

¹ For intrastate Calls that originate from or terminate to the Telephone Company's End Office Switch located in the service territory of The McClure Telephone Company, the Telephone Company concurs in the interstate switched access service rates of The McClure Telephone Company set forth in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 5, as they may be subsequently revised, added to or supplemented.

² For intrastate Calls that originate from or terminate to the Telephone Company's End Office Switch located in the service territory of The McClure Telephone Company, the Telephone Company concurs in the interstate switched access service rates of The McClure Telephone Company set forth in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 5, as they may be subsequently revised, added to or supplemented.

³ For intrastate Calls that originate from or terminate to the Telephone Company's End Office Switch located in the service territory of The McClure Telephone Company, the Telephone Company concurs in the interstate switched access service rates of The McClure Telephone Company set forth in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 5, as they may be subsequently revised, added to or supplemented.

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SWITCHED ACCESS SERVICE

12. Rates and Charges12.2 Rates (Cont'd)12.2.1 Switched Access Service (Cont'd)(B) End Office(1) Local Switching

Per Access Minute	\$0.044902 ⁴
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(2) Information Surcharge

Per 100 Access Minutes	\$0.0494 ⁵
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(C) 800 Data Base Access Service QueriesBasic

Per Query	\$0.0053 ⁶
-----------	-----------------------

Vertical

Per Query	\$0.0059 ⁷
-----------	-----------------------

⁴ For intrastate Calls that originate from or terminate to the Telephone Company's End Office Switch located in the service territory of The McClure Telephone Company, the Telephone Company concurs in the interstate switched access service rates of The McClure Telephone Company set forth in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 5, as they may be subsequently revised, added to or supplemented.

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SWITCHED ACCESS SERVICE

12. Rates and Charges12.2 Rates (Cont'd)12.2.2 End User Fees(A) End User Access Service

TeleStride does not charge rates for End User Access Service other than the rates in TeleStride charges its own End Users for Direct SIP Connect Service (which includes End User Access Service). The rates for Direct SIP Connect Service are set forth in TeleStride's P.U.C.O No. 1. Specifically, TeleStride does not separately charge any End User either a state or federal end user common line charge or end user subscriber line charge.

(B) Universal Service Charge

TeleStride does not charge a contribution recovery surcharge for either any state universal service fund or the federal universal service fund. Specifically, this tariff does not contain a Federal Universal Service Charge ("FUSC") or Ohio Universal Service Charge, and no End User will be assessed such a surcharge by TeleStride.

12.2.3 Miscellaneous

	Basic time, scheduled working hours	Overtime outside scheduled working hours
(A) <u>Additional Engineering Periods</u>		
Per engineer, 1/2 hour or fraction thereof,	\$31.03 ⁸	\$46.55 ⁹

⁸ For intrastate Calls that originate from or terminate to the Telephone Company's End Office Switch located in the service territory of The McClure Telephone Company, the Telephone Company concurs in the interstate switched access service rates of The McClure Telephone Company set forth in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 5, as they may be subsequently revised, added to or supplemented.

⁹ For intrastate Calls that originate from or terminate to the Telephone Company's End Office Switch located in the service territory of The McClure Telephone Company, the Telephone Company concurs in the interstate switched access service rates of The McClure Telephone Company set forth in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 5, as they may be subsequently revised, added to or supplemented.

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SWITCHED ACCESS SERVICE

12. Rates and Charges (Cont'd)12.2 Rates (Cont'd)12.2.3 Miscellaneous (Cont'd)(B) Additional Labor

Per technician, 1/2 hour or fraction thereof,	\$21.18 ¹⁰	\$31.77 ¹¹
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(C) Maintenance of Service

Per technician, 1/2 hour or fraction thereof,	\$31.71 ¹²	\$47.57 ¹³
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(D) Billing Name and Address Information

Per Order		\$50.94 ¹⁴
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¹⁰ For intrastate Calls that originate from or terminate to the Telephone Company's End Office Switch located in the service territory of The McClure Telephone Company, the Telephone Company concurs in the interstate switched access service rates of The McClure Telephone Company set forth in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 5, as they may be subsequently revised, added to or supplemented.

¹¹ For intrastate Calls that originate from or terminate to the Telephone Company's End Office Switch located in the service territory of The McClure Telephone Company, the Telephone Company concurs in the interstate switched access service rates of The McClure Telephone Company set forth in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 5, as they may be subsequently revised, added to or supplemented.

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SWITCHED ACCESS SERVICE

12. Rates and Charges (Cont'd)12.2 Rates (Cont'd)12.2.3 Miscellaneous (Cont'd)

(E)	<u>Access Order Charge</u> Initial, Per Order	\$86.00 ¹⁵
(F)	<u>Service Date Change Charge</u> Per Order	\$60.00 ¹⁶
(G)	<u>Design Change Charge</u> Per Order	\$84.00 ¹⁷

¹⁵ For intrastate Calls that originate from or terminate to the Telephone Company's End Office Switch located in the service territory of The McClure Telephone Company, the Telephone Company concurs in the interstate switched access service rates of The McClure Telephone Company set forth in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 5, as they may be subsequently revised, added to or supplemented.

¹⁶ For intrastate Calls that originate from or terminate to the Telephone Company's End Office Switch located in the service territory of The McClure Telephone Company, the Telephone Company concurs in the interstate switched access service rates of The McClure Telephone Company set forth in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 5, as they may be subsequently revised, added to or supplemented.

¹⁷ For intrastate Calls that originate from or terminate to the Telephone Company's End Office Switch located in the service territory of The McClure Telephone Company, the Telephone Company concurs in the interstate switched access service rates of The McClure Telephone Company set forth in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 5, as they may be subsequently revised, added to or supplemented.

Issued:

Issued by:
James U. Troup
TeleStride, LLC
c/o Venable LLP
575 7th Street, N.W.
Washington, DC 20004

Effective:

EXHIBIT B

DESCRIPTION OF SERVICES

Exhibit B-1 How Service Provisioned

TeleStride, LLC will provision telecommunications services through a combination of owned and leased facilities. TeleStride will own and operate its own end office switch located in McClure, Ohio. TeleStride's end office switch will be connected to transport facilities provided by The McClure Telephone Company and McClure Communications Corporation (collectively "McClure Telephone Company"). TeleStride will lease rack space, local loops and other facilities from McClure Telephone Company, as described in the interconnection agreement attached to this exhibit.

TELECOMMUNICATIONS FACILITIES LEASE AGREEMENT

This TELECOMMUNICATIONS FACILITIES LEASE AGREEMENT ("Agreement") is entered into by and between McClure Communications Corporation and The McClure Telephone Company (collectively "McClure") and TeleStride, LLC ("TeleStride"), or their successors or assigns. Together, McClure and TeleStride are herein referred to as the "Parties" and each individually as a "Party." This Agreement is effective as of January 10, 2012 ("Effective Date").

RECITALS

WHEREAS, TeleStride is a competitive local exchange carrier with Tariff F.C.C. No. 1 on file with the Federal Communications Commission ("FCC") offering access service to interexchange carriers for the origination and termination of calls within the United States; and

WHEREAS, The McClure Telephone Company is the incumbent local exchange carrier that provides telephone exchange service and exchange access service in McClure, Ohio; and

WHEREAS, McClure Communications Corporation is a competitive local exchange carrier that will offer access service to interexchange carriers for the origination and termination of calls between Ohio and the rest of the United States; and

WHEREAS, the Parties desire that McClure lease rack space and other facilities to TeleStride so that TeleStride can provide telephone exchange service and access service to interexchange carriers for calls that originate from or terminate to TeleStride's end user customers in Ohio.

NOW THEREFORE, in consideration of the provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, TeleStride and McClure hereby agree as follows:

1. DEFINITIONS

All terms not otherwise defined in this Agreement shall be defined in accordance with the definitions set forth in the Communications Act, 47 U.S.C. 151 et. seq. and the FCC's rules and shall be construed as such terms are commonly used in the telecommunications industry.

2. END OFFICE SWITCH AND INTERCONNECTION

2.1 TeleStride will deploy its own end office switch in McClure, Ohio that will be located in space leased from McClure. End user customers of TeleStride's local exchange service will connect their equipment to TeleStride's end office switch. TeleStride will then bill interexchange

carriers for access service that is used for calls that originate from or terminate to those TeleStride customers under either of the interconnection arrangements described hereinafter in paragraph 2.2.

2.2 The interconnection arrangements will be deployed in two separate phases as follows:

- (A) In the first phase, TeleStride will provide interexchange carriers with local switching at TeleStride's end office in McClure, Ohio, and McClure will provide tandem-switched transport to interexchange carriers for calls that originate from or terminate to TeleStride's end office switch in McClure, Ohio. TeleStride will bill interexchange carriers for end office local switching, and McClure will bill interexchange carriers the tandem switched facility rate and the tandem switched termination rate for calls originating from or terminating to TeleStride's end office switch in McClure, Ohio. None of the access service traffic originating from or terminating to TeleStride's end office switch and TeleStride's customers will pass through the McClure end office local switch. Only local calls will be connected to McClure's end office switch. McClure will not bill interexchange carriers for end office local switching for traffic originating from or terminating to TeleStride's end office switch or TeleStride's customers' equipment. TeleStride will also purchase from McClure SS7 transport, rack space in McClure, Ohio for TeleStride's end office switch and TeleStride's customers' equipment, DS3 transport for local calls connecting to the McClure end office switch in McClure, Ohio, lease of local loops to end users' premises in McClure, Ohio, access to 911 service, 411 directory assistance, operator services, telephone relay service, and database queries. TeleStride will obtain its own telephone numbers assigned to TeleStride's end office switch in McClure, Ohio. McClure may also transfer some of its telephone numbers for use by TeleStride.
- (B) In the second phase, McClure will deploy an access tandem after obtaining the necessary regulatory and industry approvals. Without changing the location of the TeleStride end office switch in McClure, Ohio,, TeleStride agrees to move its access service traffic to the McClure access tandem after the major interexchange carriers (such as AT&T, Sprint, Verizon, Qwest, and Level 3) have agreed to terminate traffic through the McClure access tandem and have connected their facilities to that access tandem. The migration to the McClure access tandem will be accomplished without changing the location of the TeleStride end office switch and TeleStride's customers' equipment in McClure, Ohio. TeleStride will bill interexchange carriers for end office local

switching, and McClure will bill interexchange carriers the tandem switched facility rate, the tandem switched termination rate, the access tandem switching rate and any entrance facilities rates for calls originating from or terminating to TeleStride's end office switch in McClure, Ohio. None of the access service traffic originating from or terminating to TeleStride's end office switch and TeleStride's customers will pass through a McClure end office local switch. Only TeleStride's local calls will be connected to McClure's end office switch. TeleStride will also purchase from McClure SS7 transport, rack space in McClure, Ohio for TeleStride's end office switch and TeleStride's customers' equipment, DS3 transport for local calls connecting to the McClure end office switch in McClure, Ohio, lease of local loops to end users' premises in McClure, Ohio, access to 911 service, 411 directory assistance, operator services, telephone relay service and database queries. Calls will terminate to the same TeleStride telephone numbers during phase two that were assigned to TeleStride's end office switch during phase one.

- 2.2 The Parties shall work cooperatively to add TeleStride's end office switch described in paragraph 2.1 above to the Local Exchange Routing Guide ("LERG") as a TeleStride end office switch initially subtending Frontier North Inc.'s access tandem in phase one and subsequently subtending McClure's access tandem in phase two. The Parties agree to make all corresponding updates to switches and network systems necessary to route access service traffic to such TeleStride end office switch.

3. RACK SPACE AND INTERNET

- 3.1 TeleStride agrees to pay McClure for rack space, power, and internet access in McClure, Ohio in the amount of \$500.00 per month for a full rack. As part of the consideration for receiving this monthly payment, McClure will provide TeleStride with 10 Mbps internet connections that TeleStride and its customers will need to communicate with their equipment located in the rack space leased from McClure in McClure, Ohio. With each interconnection, McClure will provide a /28 public IP space. McClure will lease to TeleStride sufficient rack space and power necessary to locate the equipment of TeleStride's customers, TeleStride's end office switch and other TeleStride equipment in McClure, Ohio. McClure agrees to furnish the same temperature controlled environment, with power and a commercially reasonable backup power generator system, as is used for McClure's own equipment.
- 3.2 TeleStride will have access at all reasonable times to McClure's central office building for the purpose of inspecting, repairing or removing equipment.

4. TRANSPORT AND SIGNALING FACILITIES

- 4.1 For two-way local traffic only, McClure will lease to TeleStride coax DS3 transport facilities between TeleStride's end office switch in McClure, Ohio and McClure's local end office switch in McClure, Ohio. McClure will lease to TeleStride local loops to end users' premises in McClure, Ohio and provide TeleStride with access to 911 service, 411 directory assistance, telephone relay service, operator services and lease two A-links to TeleStride that enable TeleStride to transport signaling and query databases.
- 4.2 For the lease of the bi-directional local transport facilities described in paragraph 4.1 above, TeleStride shall pay McClure monthly recurring fees in the amount of \$2,000.00 per DS3 per month. In addition, TeleStride will pay McClure \$50.00 per A-link per month, per query rates of \$0.015620 for LIDB, 800 database and other database queries, \$14.75 per loop per month for the lease of local loops to end users' premises, and \$50.00 per month for access to 911 service, 411 directory assistance, telephone relay service, and operator services.

5. ENGINEERS AND TECHNICIANS

- 5.1 McClure will provide TeleStride with technicians and engineers to install, monitor and maintain TeleStride's end office switch and the equipment of TeleStride's customers in McClure, Ohio. In addition, McClure will provide TeleStride with a technician or engineer who will be TeleStride's contact for responding to inquiries from the Ohio 911 public safety answering points and oversee in person the interception of communications by law enforcement agencies in accordance with 47 C.F.R. § 1.20004. TeleStride shall pay McClure a rate of \$40.00 for each 15 minute increment a McClure employee is engaged in providing such technical support.

6. BILLING AND PAYMENT

- 6.1 McClure will bill TeleStride on a monthly basis for the facilities leased and engineers provided under this Agreement. McClure's invoices will provide the number of circuits leased, time worked by engineers, and supporting data for the facilities leased to TeleStride.
- 6.2 Payments for McClure's invoices under this Agreement are due within thirty (30) days after TeleStride receives each invoice.
- 6.3 TeleStride will not be obligated to begin leasing or paying for the services and facilities described in this Agreement until all of the following have been accomplished: (a) the Ohio Public Utilities Commission has

approved TeleStride's tariffs and certifications as a competitive local exchange carrier, (b) the Ohio Public Utilities Commission has approved all TeleStride interconnection agreements with The McClure Telephone Company and Frontier North Inc. required by state or federal laws, (c) TeleStride has purchased and installed its end office switch in the rack space leased from McClure located in McClure, Ohio, (d) telephone numbers have been assigned to TeleStride's end office switch in McClure, Ohio, and (e) two-way test calls have been successfully placed to and from TeleStride's end office switch in McClure, Ohio and the networks of the major interexchange carriers.

7. MAINTENANCE

McClure will provide installation, maintenance, repair and security so as to ensure that the facilities leased under this Agreement continue to work within normal parameters and in compliance with applicable industry standards.

8. TERM

This Agreement will have an initial term of five (5) years. Thereafter, the Agreement will automatically renew for additional one (1) year terms until and unless either Party provides written notice of non-renewal to the other Party ninety (90) days or more prior to the end of the then current term. Notwithstanding the foregoing, TeleStride may terminate this Agreement should interexchange carriers fail to pay TeleStride's invoices for access service to such a degree that TeleStride collects an insufficient amount of access service revenue to pay McClure's invoices under this Agreement. Either Party may terminate this Agreement upon the occurrence of a material breach of a material provision by the other Party if such breach is not cured within thirty (30) days after written notice is sent to the breaching Party identifying the matter constituting the material breach.

9. NOTICE

All notices and communications under this Agreement shall be in writing and shall be given hand delivery or by over-night mail (such as federal express) addressed to the individuals who have executed this Agreement on behalf of the respective Parties as set forth below, or to such other address as may be designated in writing by such Party. Notice shall be deemed given upon receipt.

10. MISCELLANEOUS PROVISIONS

10.1 Entire Agreement.

This Agreement embodies the entire agreement and understanding between the Parties and supersedes any prior agreements and understandings relating to the subject matter hereof.

10.2 Governing Law.

Any claim arising out of this Agreement shall be governed by the laws of Ohio.

10.3 Severability.

If any part or provision of this Agreement is or shall be deemed violative of any applicable laws, rules or regulations, such legal invalidity shall not void this Agreement or affect the remaining terms and provisions of this Agreement, and this Agreement shall be construed and interpreted to comport with all such laws, rules or regulations to the maximum extent possible. Notwithstanding the foregoing, the Parties acknowledge that the FCC is in the process of implementing new intercarrier compensation rules and agree that TeleStride may terminate this Agreement should those new FCC rules render TeleStride's access service uneconomical or violative of any such regulations.

10.4 Waivers.

Failure of either Party to enforce or insist upon compliance with the provisions of this Agreement, or to waive compliance with any provisions of this Agreement in any instance, shall not be construed as a general waiver or relinquishment of any provision or right under this Agreement.

10.5 Amendments

This Agreement may only be amended or modified by a written instrument executed by all the Parties hereto.

10.6 Binding Effect

This Agreement is binding upon the Parties hereto, their respective heirs, executors, administrators, successors and assigns.

10.7 Counterpart.

The Parties may execute this Agreement in two or more counterparts, which shall together constitute a single, integrated Agreement. Each counterpart shall be deemed an original instrument as against any Party who has signed it.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on their behalf.

**The McClure Telephone Company and
McClure Communications Corporation**

TeleStride, LLC

By: DUANE E. SCHROEDER

By: James U. Troup

Signature: *Duane E. Schroeder*

Signature: *James U. Troup*

Title: MANAGER

Title: Manager

Date: 1-10-2012

Date: 1/9/2012

Exhibit B-2 Description of Proposed Services

TeleStride, LLC proposes to provide facilities-based competitive local exchange service to end user customers, including access to operator assisted services at all hours, relay telecommunications services, toll-free 911 emergency service, caller ID blocking service, interLATA and intraLATA presubscription, and directory assistance. TeleStride also proposes to provide switched access service to interexchange carriers. TeleStride will comply with all applicable Commission rules, regulations and standards, and will provide safe, reliable and high-quality telecommunications services in Ohio.

Exhibit B-3 Statement about Provision of CTS Services

In addition to authority to provide Basic Local Exchange Service ("BLES"), TeleStride also seeks authority to provide local exchange service to business end users with more than three service access lines, to bundle or package telecommunications services, and to provide high-capacity telecommunications services.

Exhibit B-4 Description of the General Geographic Area Served

TeleStride requests authority to provide facilities-based competitive local exchange service within and switched access service to the McClure, Ohio service area of The McClure Telephone Company. TeleStride has entered into an interconnection agreement with The McClure Telephone Company, which is attached as Exhibit B-1 and hereby submitted for approval by the Commission pursuant to section 252(e) of the Communications Act, as amended, 47 U.S.C. § 252(e).

**Exhibit B-5 Explanation of How the Proposed Services in the
Proposed Market Area Are in the Public Interest**

TeleStride's proposed services in the proposed market area will provide multiple public benefits by providing the public with a greater choice of innovative telecommunications services at lower prices. Offering the advanced features and functionalities that customers want will significantly increase the use of telecommunications services, which in turn will expand the total market for telecommunications services for all carriers and ultimately strengthen Ohio's economy.

Exhibit B-6 Description of Class of Customers to be Served

TeleStride will serve both residential and business customers. While TeleStride's primary focus will be business telephone service end users, the same tariff rates for TeleStride's competitive local exchange service will be available to both residential and business end users.

TeleStride will provide switched access service to interexchange carriers.

EXHIBIT C

BUSINESS REQUIREMENTS

Exhibit C-1 Registration with Ohio Department of Taxation

OBG Account Setup Complete Process

Confirmation

You have successfully created an account for the business for OBG electronic filing services, and your user account is established. You are initially assigned as the "administrator" for this business with the ability to use OBG to submit transactions on behalf of the business and to create and manage accounts for additional users.

If you would like to create accounts for additional users at this time :

If you would like to begin using OBG electronic filing services :

You can create and manage additional users at any time in the future by clicking "Administration" at the top of the "Home" page.

Home

TeleStride, LLC

Company ID : *****4193

If you do not have access to a service or transaction, please see your company's administrator(s) to request or verify your access.

Favorite Transactions

Go to Administration > My Information > Edit > [User Preferences](#) to establish or edit your list of favorite transactions.

Start a Service or Transaction

Select Service : --Select Service--

Ohio Taxation - Sales and Use Tax

File/Pay Sales Tax Return (UST-1) *Most Popular Choice*
File/Pay Use Tax Return (UUT-1)
Sales and Use Tax Accelerated Payment (due 23rd of each month)
Sales and Use Tax Assessment Payment
Sales and Use Tax Billing Notice Payment
Sales and Use Tax Payment Only (i.e. return already filed)
Use Tax Amnesty Program
Use Tax Amnesty Payment Only (use only if approved for program)
Maintain Sales and Use Tax Accounts

Transactions in Progress

Transaction Name

Created Date

There are no transactions in progress.

Transactions Ready for Checkout (Ready to File and Pay)

There are no transactions ready for checkout.

To exit (logout) without submitting any transactions, click "Logout" at the top of the page.

**Exhibit C-2 Certificate of Ohio Secretary of State and
Certificate of Good Standing**

201201801150

DATE:	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
01/19/2012	201201801150	REG. OF FOR. PROFIT LIM. LIAB. CO. (LFP)	125.00	100.00	.00	.00	.00

Receipt

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

JAMES U TROUP
C/O VENABLE LLP
575 7TH ST NW
WASHINGTON, DC 20004

**STATE OF OHIO
CERTIFICATE**

Ohio Secretary of State, Jon Husted

2074862

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

TELESTRIDE, LLC

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

Document(s)

REG. OF FOR. PROFIT LIM. LIAB. CO.

Document No(s):

201201801150



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

Witness my hand and the seal of the
Secretary of State at Columbus, Ohio
this 18th day of January, A.D. 2012.

A handwritten signature in cursive script that reads "Jon Husted".

Ohio Secretary of State

[Print this report](#)

Corporation Details

Corporation Details		
Entity Number	2074862	
Business Name	TELESTRIDE, LLC	
Filing Type	FOREIGN LIMITED LIABILITY COMPANY	
Status	Active	
Original Filing Date	01/18/2012	
Expiry Date		
Location:	County:	State: DELAWARE

Agent / Registrant Information		
CSC-LAWYERS INCORPORATING SERVICE (CORPORATION SERVICE COMPANY) 50 W. BROAD ST SUITE 1800 COLUMBUS, OH 43215 Effective Date: 01/18/2012 Contact Status: Active		

Filings		
Filing Type	Date of Filing	Document Number/Image
REG. OF FOR. PROFIT LIM. LIAB. CO.	01/18/2012	201201801150

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THAT "TELESTRIDE, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE NOT HAVING BEEN CANCELLED OR REVOKED SO FAR AS THE RECORDS OF THIS OFFICE SHOW AND IS DULY AUTHORIZED TO TRANSACT BUSINESS.

THE FOLLOWING DOCUMENTS HAVE BEEN FILED:

CERTIFICATE OF FORMATION, FILED THE NINETEENTH DAY OF MAY, A.D. 2011, AT 3:19 O'CLOCK P.M.

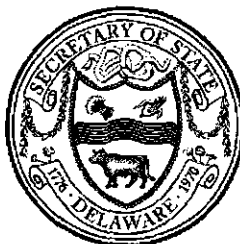
AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CERTIFICATES ARE THE ONLY CERTIFICATES ON RECORD OF THE AFORESAID LIMITED LIABILITY COMPANY, "TELESTRIDE, LLC".

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE NOT BEEN ASSESSED TO DATE.

4985113 8310

120053783

You may verify this certificate online
at corp.delaware.gov/authver.shtml




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 9301465

DATE: 01-17-12

EXHIBIT D

FINANCIAL VIABILITY

TeleStride is well-qualified financially to provide the telecommunications services described in this application. As outlined in more detail in Exhibits D-1 and D-2, TeleStride has demonstrated that it possesses the financial resources to support the operations that are the subject of this certification application. The financial statements attached as Exhibit D-1 show that TeleStride expects to generate sufficient revenue to cover its expenses and be cash flow positive by the end of its first year of operations. TeleStride's revenues are expected to grow over time as the use of its telecommunications services increases. Furthermore, TeleStride's members have made funding commitments, as evidenced by the documents attached as Exhibit D-2, which will provide TeleStride with sufficient capital resources to purchase equipment and support its operations. Moreover, the amount of initial capital needed to purchase equipment has been reduced by leasing local loops and other facilities from The McClure Telephone Company pursuant to the interconnection agreement attached as Exhibit B-1.

Exhibit D-1

TeleStride LLC
Balance Sheet
As of January 20, 2012

ASSETS

Sun Trust Checking	\$	
Contribution Receivable	\$	
TOTAL ASSETS	\$	

LIABILITIES AND EQUITY

Liabilities	\$	
Total Liabilities	\$	
Equity		
Partner's Capital	\$	
Total Equity	\$	
TOTAL LIABILITIES AND EQUITY	\$	

TeleStride LLC

PRO FORMA INCOME STATEMENT FIRST YEAR OF OPERATIONS

Access Service Revenue	\$ [REDACTED]
End User Revenue	[REDACTED]
Total Revenue	[REDACTED]
Carrier Costs	[REDACTED]
Selling, General & Admin	[REDACTED]
Total Expenses	[REDACTED]
Net Income	<u>\$ [REDACTED]</u>

Exhibit D-2



575 SEVENTH STREET NW WASHINGTON, DC 20004
T 202.344.8066 F 202.344.8300


James U. Troup
t (202) 344-8066
f 202.344.8300
jtroup@venable.com

January 19, 2012

Re: [REDACTED]

Dear [REDACTED]:

TeleStride, LLC ("TeleStride") is [REDACTED]


James U. Troup
Manager, TeleStride, LLC

Accepted and agreed [REDACTED]



575 SEVENTH STREET NW WASHINGTON, DC 20004
T 202.344.8066 F 202.344.8300

James U. Troup
t (202) 344-8066
f 202.344.8300
jutroup@venable.com

January 19, 2012


[REDACTED]

Re: [REDACTED]

Dear [REDACTED]:

TeleStride, LLC ("TeleStride") is [REDACTED]

[REDACTED]


James U. Troup
Manager, TeleStride, LLC

Accepted and agreed [REDACTED]

[REDACTED]

EXHIBIT E

MANAGERIAL ABILITY AND CORPORATE STRUCTURE

Exhibit E-1 Technical and Managerial Expertise

As augmented by the extensive telecommunications expertise of The McClure Telephone Company, TeleStride, LLC ("TeleStride") possesses the technical and managerial qualifications to provide its proposed telecommunications services in Ohio. TeleStride, LLC will be managed by James Troup, who is an attorney with 27 years of experience advising local exchange carriers. Mr. Troup's curriculum vitae is attached to this exhibit. TeleStride has hired Nathan Stratton for engineering support. Nathan has more than 10 years of experience in the telecommunications industry working as Chief Technology Officer for VoilaIP Communications, BroadVoice, Inc, and Exario Networks. Furthermore, The McClure Telephone Company and McClure Communications Corporation (collectively "McClure Telephone Company") will provide engineers and technicians to monitor and maintain TeleStride's services and facilities pursuant to the contract attached to Exhibit B-1. As a telecommunications carrier certified by the Commission for numerous years, McClure Telephone Company has also demonstrated that it has the technical and managerial expertise to provide facilities to TeleStride and support TeleStride's operations.

JAMES URQUHART TROUP

575 7TH ST, N.W.
WASHINGTON, DC 20004
(202) 344-8066 (W)
JTROUP@VENABLE.COM

LEGAL EXPERIENCE

Partner

April 1, 2007-Present

VENABLE LLP, Washington, DC

Responsible for ensuring FCC compliance for numerous wireless carriers and local telephone companies, including FCC licensing, FCC approval of spectrum acquisitions, the defense of clients in FCC formal complaint proceedings and responding to fines proposed by the FCC. This representation involves the development of innovative regulatory strategies and participating in FCC proceedings to help those clients achieve their strategic policy goals. First chair responsibility in complex federal court litigation arising from FCC regulations and involving issues such as federal preemption of state regulation, interconnection, pricing and billing disputes, and consumer protection.

Partner

July 2001-April, 2007

MCGUIREWOODS LLP, Washington, DC

Leader of the firm's Telecommunications and Media Practice Group. Responsible for providing comprehensive representation on transactional, regulatory, and litigation matters for the full spectrum of companies involved in electronic communications to the public. This representation has involved wireless carriers, satellite companies, cable TV operators, multimedia companies, internet service providers, local and long distance telephone companies, retailers and manufacturers of communications equipment, major purchasers of communications services and technology.

- Advised wireless carriers and wireline carriers on regulatory matters before the FCC, FBI, U.S. Justice Department, FTC, State Department, United States Trade Representative, NTIA in the U.S. Commerce Department, ITU in Geneva, and regulators in other countries.
- Structured numerous joint ventures between electric companies, municipalities and telecommunications companies for the over-build of the incumbent systems for the provision of telephone service, cable TV and high-speed internet access.
- Drafted legislation for a major U.S. local telephone company to enable it to provide cable TV over its fiber-to-the-home network without obtaining local cable TV franchises.
- Obtained an exemption from state rate regulation for more than 100 local telephone companies.

Partner

February 1990 - July 2001

ARTER & HADDEN, Washington, DC
(Firm dissolved)

Negotiated and closed numerous mergers, acquisitions, joint ventures and other transactions involving service providers in the telephone, TV, satellite, wireless telecommunications and Internet service industries. Guided radio and TV station owners through regulatory requirements affecting all aspects of the broadcast business, including such matters as advertising restrictions, FAA and other regulations of tower sites, tower lease agreements, must carry rights and retransmission consent agreements, FCC licensing for facilities modifications and station ownership restrictions.

JAMES URQUHART TROUP

- Obtained first and only court stay of an FCC license auction (\$10 billion).
- Successfully negotiated and obtained from the Canadian Government the first license for a U.S. company to use a Canadian satellite to provide DBS to the United States.
- Developed wireless cable TV market for publicly-traded corporations through mergers, acquisitions and leases.
- Developed strategies for new satellite systems, negotiated with competitors for orbital positions and contracts for satellite construction and launch, earth stations and transponder leases, and prosecuted satellite license applications for the K-band, DBS, V-band and Ku-band at the FCC and the ITU.
- Obtained a favorable settlement of cellular tower zoning litigation after countersuing under federal civil rights laws the local government that alleged that the client's tower was improperly zoned.
- Representation of major media organization before Congress and the FCC in an effort to lift multiple ownership restrictions for newspapers, broadcast TV, broadcast radio and cable TV.
- Negotiated with U.S. and foreign governments to reduce limitations on the broadcasting of U.S. programming in other countries.
- Successfully negotiated agreements for programmers for the use of the first video dialtone system approved by the FCC.
- Responsible for all transactional, litigation and regulatory work involving the building of a fiber optic network jointly owned by 130 independent local telephone companies, including their \$1 billion acquisition of telephone lines and switches.
- Negotiation of interconnection and reciprocal compensation agreements required by the Telecommunications Act of 1996.
- Negotiation of numerous multi-million dollar transactions involving the sale or partitioning of wireless spectrum.
- On-site defense of local telephone companies during FCC field audits.
- Successful collection of unpaid bills in complex federal court litigation between local and long distance telephone companies.
- Successfully negotiated implementation of regional health information networks for numerous Cleveland hospitals.

Associate

July 1987 - February 1990

THELEN, MARRIN, JOHNSON & BRIDGES, Washington, DC
(Washington, DC office closed)

Representation of several local telephone companies, long distance telephone companies, and computer manufacturers in a variety of FCC dockets and state regulatory hearings, and in subsequent state and federal court litigation on appeal.

- Implementation of transactions, including the review and negotiation of contracts between telephone companies and the purchase and sale of cellular and broadcast properties.
- Responsible for compliance of computer manufacturers with FCC Parts 2 and 15 testing and equipment authorization procedures.
- Tariff expert witness in GSA government contract protest involving telephone network.
- General litigation (i.e. federal trademark infringement and contractual disputes between telephone companies).

Associate

April 1986 - July 1987

KADISON, PFAELZER, WOODARD, QUINN & ROSSI, Washington, DC
(Firm dissolved)

JAMES URQUHART TROUP

- Drafting, revision and defense of several telephone company tariffs before the FCC and state commissions.
- Compliance with state and federal tariff and accounting regulations.

Associate

August 1985 - April 1986

FLETCHER, HEALD & HILDRETH, Washington, DC

- Directed licensing process and drafted pleadings for clients in the Digital Electronic Message Service, Cellular Radio Service, Public Land Mobile Radio Service, Rural Radio Service and Point-to-Point Microwave Radio Service.
- Advised clients in regard to INTELSAT frequency and economic coordination for an international satellite system.

EDUCATION

University of Virginia School of Law, Charlottesville, VA
Juris Doctor, May 1985

Georgetown University, School of Foreign Service, Washington, DC
B.S., Foreign Service, May 1981
Major: International Economics; Competency in French

BAR MEMBERSHIPS

District of Columbia
Virginia State Bar
United States Court of Appeals of the District of Columbia
United States District Court for the District of Columbia
United States Court of Appeals for the Fourth Circuit
United States District Courts (E. and W.) for Virginia
United States Court of Appeals for the Fifth Circuit
United States Court of Appeals for the Eighth Circuit
U.S. Supreme Court

Exhibit E-2
Management

The Members and Manager are as follows:

Members:

James U. Troup
PTel, LLP

Manager:

James U. Troup

The Manager can be reached at TeleStride's principle place of business:

TeleStride, LLC
c/o Venable LLP
575 7th St., N.W.
Washington, DC 20004

Exhibit E-3 Corporate Structure and Ownership

TeleStride, LLC ("TeleStride") is a Delaware limited liability company whose members are James U. Troup and PTel, LLP. Mr. Troup is the sole Manager of TeleStride and controls 50% of its membership interests. PTel, LP is a non-managing investor that owns the remaining 50% of the membership interests in TeleStride. The general partner of PTel, LP is Gabriel Management Partners LLC. A copy of TeleStride's Certificate of Formation is attached to this exhibit.

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "TELESTRIDE, LLC", FILED IN THIS OFFICE ON THE NINETEENTH DAY OF MAY, A.D. 2011, AT 3:19 O'CLOCK P.M.



4985113 8100

110578464

You may verify this certificate online
at corp.delaware.gov/authver.shtml


Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 8776548

DATE: 05-20-11

**STATE of DELAWARE
LIMITED LIABILITY COMPANY
CERTIFICATE of FORMATION**

First: The name of the limited liability company is TeleStride, LLC

Second: The address of its registered office in the State of Delaware is _____

2711 Centerville Road, Suite 400 in the City of Wilmington

Zip code 19808. The name of its Registered agent at such address is
Corporation Service Company

Third: (Use this paragraph only if the company is to have a specific effective date of dissolution: "The latest date on which the limited liability company is to dissolve is _____.")

Fourth: (Insert any other matters the members determine to include here in.)

In Witness Whereof, the undersigned have executed this Certificate of Formation this

19th day of May, 2011.

By: James H. Troup
Authorized Person(s)

Name: James Troup

Exhibit E-4 Similar Operations in Other States

TeleStride, LLC (“TeleStride”) is in the process of obtaining authorization to provide intrastate telecommunications services in Pennsylvania. It does not currently operate in other states.

**Exhibit E-5 Verification of Compliance with
Applicable FCC Accounting Requirements**

TeleStride, LLC ("TeleStride") hereby verifies that it will follow applicable Federal Communications Commission ("FCC") accounting requirements.

EXHIBIT F

PROPOSED INTERACTIONS WITH OTHER CARRIERS

Exhibit F-1 Derivation of Rates

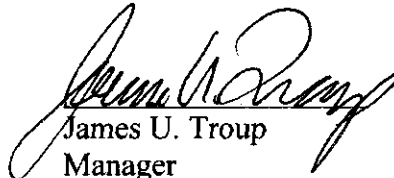
TeleStride's rates will be derived from a BLES tariff, an access service tariff, and an interconnection agreement with The McClure Telephone Company and McClure Communications Corporation (collectively "McClure Telephone Company"). Pursuant to section 252(e) of the Communications Act, as amended, 47 U.S.C. § 252(e), TeleStride respectfully requests the Commission's approval of the interconnection agreement with McClure Telephone Company, which is attached as Exhibit B-1.

Exhibit F-2 Interconnection Agreement, Timeline

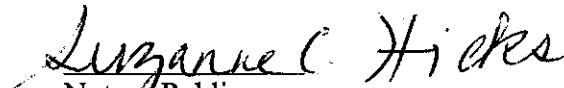
A notarized affidavit is attached to this exhibit verifying that the interconnection agreement attached as Exhibit B-1 is a true and correct copy of the interconnection agreement that TeleStride, LLC ("TeleStride") executed and negotiated with The McClure Telephone Company and McClure Communications Corporation (collectively "McClure Telephone Company"). TeleStride intends to purchase and commence installation and testing of its end office switch in McClure, Ohio immediately upon certification by this Commission and approval of all tariffs, the interconnection agreement with McClure Telephone Company and all related filings. After those approvals have been obtained and following the completion of successful test calls, TeleStride will immediately commence providing local exchange service and access service within the State of Ohio.

AFFIDAVIT

I, James U. Troup, state that I am the Manager of TeleStride, LLC (the "Company"); that I am authorized to make this Affidavit on behalf of the Company; and that the interconnection agreement attached as Exhibit B-1 is a true and correct copy of the interconnection agreement that TeleStride, LLC ("TeleStride") executed and negotiated with The McClure Telephone Company and McClure Communications Corporation (collectively "McClure Telephone Company").


James U. Troup
Manager
TeleStride, LLC

Sworn and subscribed before me this 23rd day of January, 2012.


Notary Public

My commission expires

Jan. 1, 2015

Suzanne C. Hicks
Notary Public, District of Columbia
My Commission Expires 1/1/2015

EXHIBIT G

PROPOSED INTERACTIONS WITH CUSTOMERS

Exhibit G-1 Sample Bill and Disconnection Notice



575 SEVENTH STREET NW WASHINGTON, DC 20004
T 202.344.8066 F 202.344.8300

Account Number
00000000xxx

Due Date
xx/xx/xx

Amount Due
\$xx.xx

IMPORTANT MESSAGE

If your complaint is not resolved after you have called TeleStride, LLC or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio for assistance at 1-800-686-7826 (toll free) or for TTY at 1-800-686-1570 (toll free) from 8:00 am to 5:00 pm weekdays, or at www.puco.ohio.gov.

Account Information

Statement Date: xx/xx/xx

XYX Company
1234 Main Street
Anytown, USA 000000
Phone: XXX-XXX-XXXX

Summary of Account

Services and Products	\$xx.xx
Previous Balance	\$xx.xx
Payment Received	\$xx.xx
Balance Forward	\$xx.xx
New Charges	\$xx.xx
Adjustments	-\$xx.xx
Taxes, Fees and Other Charges	\$xx.xx
Total New Charges due by month, day, 2012	\$xx.xx
Amount Due	\$xx.xx

Please return remit slip with payment

Account Number: 00000000xxx
New Charges Due: Jan 24, 2012
Amount Due: \$xx.xx

Make check payable to Telestride, LLC

\$

XYX Company
1234 Main Street
Anytown, USA 000000

TeleStride, LLC
575 7TH Street, NW
Washington, DC 20004-1601



575 SEVENTH STREET NW WASHINGTON, DC 20004
T 202.344.8066 F 202.344.8300

Month/date/2012

XYZ Company
1234 Main Street
Anytown, USA

Total Past Due: \$XXX.XX

RE: Disconnection of Service for Non-Payment of Bills

Our records indicate that the subject amount is past due. We request payment in full of the "Total Past Due" amount to be received in our office no later than MONT/DAY/YEAR or your service will be disconnected, if payment has not been received by the above date.

To prevent an interruption of your telephone service, PLEASE MAIL YOUR PAYMENT IMMEDIATELY TO:

TeleStride, LLC
575 7th St., N.W.
Washington, DC 20004

If you have a complaint in regard to this disconnection notice that cannot be resolved after you have called TeleStride, LLC, or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio for assistance at 1-800-686-7826 (toll free) or for TTY at 1-800-686-1570 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at www.puco.ohio.gov. Residential customers may also contact the Ohio Consumers' Counsel for assistance with complaints and utility issues at 1-877-742-5622 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at www.pickocc.org.

Sincerely,

TeleStride, LLC

Exhibit G-2 Customer Application to Establish Residential Service



575 SEVENTH STREET NW WASHINGTON, DC 20004
T 202.344.8066 F 202.344.8300

END USER SUBSCRIPTION APPLICATION FOR SERVICE

Your Information	
Name _____	Email Address _____
Address _____ _____	Contact Phone Number _____

By signing this application below, I subscribe to the following services at the rates and upon the terms and conditions set forth in TeleStride, LLC's tariffs.

Direct SIP Connect Service:

Number of DSO Equivalent Ports: _____ (\$1.25 per DSO per month)
Number of Access Numbers: _____ (\$0.05 per number per month)
Number of Us of Rack Space: _____ (\$50.00 per U per month)
Number of 10 Mbps Internet Connections: _____ (\$75.00 per connection per month)

Per-Line Blocking: Yes _____ No _____

Signature _____ **Date** _____

Exhibit G-3 List of Ohio ILEC Exchanges to be Served

12/22/2011

Proposed Market Area (PMA) for
CLECs Provision of Local Service

Company Name:

TeleStride, LLC

Select All AT&T Ohio

dba:

TeleStride

Select All United Telephone dba CenturyLink

Certificate Number:

Select All Frontier North

Select All Cincinnati Bell

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

LEC	COUNTY	EXCHANGE	PMA
Arcadia	HANCOCK	Arcadia	
Arthur Mutual	PAULDING	Arthur	
AT&T Ohio	ADAMS	Winchester	
AT&T Ohio	ATHENS	Nelsonville	
AT&T Ohio	BELMONT	Barnesville	
AT&T Ohio	BELMONT	Bellaire	
AT&T Ohio	BELMONT	Bethesda	
AT&T Ohio	BELMONT	Martins Ferry-Bridgeport	
AT&T Ohio	BELMONT	Somerton	
AT&T Ohio	BELMONT	St. Clairsville	
AT&T Ohio	BROWN	Aberdeen	
AT&T Ohio	BROWN	Ripley	
AT&T Ohio	BUTLER	Middletown	
AT&T Ohio	BUTLER	Monroe	
AT&T Ohio	BUTLER	Trenton	
AT&T Ohio	CHAMPAIGN	Christiansburg	
AT&T Ohio	CLARK	Donnelsville	
AT&T Ohio	CLARK	Enon	
AT&T Ohio	CLARK	Medway	
AT&T Ohio	CLARK	New Carlisle	
AT&T Ohio	CLARK	North Hampton	
AT&T Ohio	CLARK	Pitchin	
AT&T Ohio	CLARK	South Charleston	
AT&T Ohio	CLARK	South Vienna	
AT&T Ohio	CLARK	Springfield	
AT&T Ohio	CLARK	Tremont City	
AT&T Ohio	COLUMBIANA	Columbiana	
AT&T Ohio	COLUMBIANA	East Liverpool	