

INTRASTATE ACCESS SERVICES

CHECK SHEET

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

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SECTION 2 – TERMS AND CONDITIONS (CONT'D.)**2.6 Discontinuance and Restoration of Service, (Cont'd.)****2.6.3 Restoration of service**

- E.** If service has been discontinued for nonpayment or as otherwise provided herein and the Customer wishes it continued, service shall, at the Company's discretion, be restored when all past due amounts are paid or the event giving rise to the discontinuance (if other than nonpayment) is corrected and the Customer pays a deposit at Company's discretion. Nonrecurring charges apply to restored services.
- B.** Restoration of disrupted services shall be in accordance with applicable P.U.C.O. and/or Federal Communications Commission Rules and Regulations, which specify the priority system for such activities.

2.7 Cancellation of Application for Service

Where the Customer or applicant cancels an application for service prior receipt of firm order confirmation (FOC), or prior to the start of special construction, no charge applies.

Where installation of service has been started (after FOC) prior to the cancellation, a cancellation charge equal to the costs incurred by the Company may apply, but in no case shall such charge exceed the charge for the applicable installation charges.

2.8 Minimum Period

The minimum period for which services are provided and for which rates and charges are applicable is one month unless otherwise specified. When a service is discontinued prior to the expiration of the minimum period, one month plus installation charges are applicable, whether the service is used or not.

2.9 Term Agreements

The Company offers Term Agreements wherein the Customer agrees to retain specified Company services for a mutually agreed upon length of time. A Termination Liability charge applies to the early termination of a Term Agreement.

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

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SECTION 2 – TERMS AND CONDITIONS (CONT'D.)**2.15 Liability of the Company**

- 2.15.1** The liability of the Company for damages of any nature arising from errors, mistakes, omissions, interruptions, or delays of the Company, its agents, servants, or employees, in the course of establishing, furnishing, rearranging, moving, terminating, or changing the service or facilities or equipment shall not exceed an amount equal to the charges applicable under this tariff (calculated on a proportionate basis where appropriate) to the period during which such error, mistake, omission, interruption or delay occurs.
- 2.15.2** In no event shall the Company be liable for any incidental, indirect, special, or consequential damages (including lost revenue or profits) of any kind whatsoever regardless of the cause or foreseeability thereof.
- 2.15.3** When the services or facilities of other common carriers are used separately or in conjunction with the Company's facilities or equipment in establishing connection to points not reached by the Company's facilities or equipment, the Company shall not be liable for any act or omission of such other common carriers or their agents, servants or employees.
- 2.15.4** The Company shall not be liable for any failure of performance hereunder if such failure is due to any cause or causes beyond the reasonable control of the Company. Such causes shall include, without limitation, acts of God, fire, explosion, vandalism, cable cut, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States government or of any other government or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, or preemption of existing service to restore service in compliance with the FCC or the Commission's Rules and Regulations.
- 2.15.5** The Company shall not be liable for interruptions, delays, errors, or defects in transmission, or for any injury whatsoever, caused by the Customer, or the Customer's agents, End Users, or by facilities or equipment provided by the Customer.
- 2.15.6** Approval of limitation of liability language by the PUCO does not constitute a determination by the Commission that the limitation of liability imposed by the company should be upheld in a court of law. In approving the limitation of liability language, the Commission recognizes that since it is a court's responsibility to adjudicate negligence and consequential damage claims, it is also the court's responsibility to determine the validity of an exculpatory clause.

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SECTION 2 - TERMS AND CONDITIONS (CONT'D.)**2.23 Allowances for Interruptions in Service**

Interruptions in service, which are not due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth in 2.23.1 for the part of the service that the interruption affects.

2.23.1 Credit for Interruptions

- A. A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this tariff. A service is interrupted when it becomes inoperative to the customer, e.g. the customer is unable to transmit or receive. An interruption period begins when a Customer reports a service, facility or circuit to be interrupted and releases it for testing and repair. An interruption period ends when either the service, facility or circuit is repaired or operative. If the customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, it is considered to be impaired, but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.
- B. For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the rates specified thereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.

SECTION 2 - TERMS AND CONDITIONS (CONT'D.)**2.23 Allowances for Interruptions in Service, (Cont'd.)****2.23.1 Credit for Interruptions, (cont'd.)**

- C. For Special Access, a credit allowance will be given for interruptions of 15 minutes or more. Credit allowances shall be calculated as follows:

Interruptions of 24 hours or Less:

Length of Interruption	Period to be Credited
Less than 15 minutes	None
15 minutes up to but not including 3 hours	1/10 Day
3 hours up to but not including 6 hours	1/5 Day
6 hours up to but not including 9 hours	2/5 Day
9 hours up to but not including 12 hours	3/5 Day
12 hours up to but not including 15 hours	4/5 Day
15 hours up to but not including 24 hours	One Day

Two or more interruptions of 15 minutes or more during any 24-hour period shall be considered as one interruption.

SECTION 2 - TERMS AND CONDITIONS (CONT'D.)

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

2.23.1 Credit for Interruptions, (cont'd.)

- D. For Switched Access Service, no credit will be allowed for an interruption of less than 24 hours. After the first 24 hour period, a credit equal to 1/30 of the applicable recurring transport charges will be applied to each interruption which is in excess of 12 hours and up to 24 hours.

Interruptions Over 24 Hours and Less Than 72 Hours. Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each 3-hour period or fraction thereof. No more than one full day's credit will be allowed for any period of 24 hours.

Interruptions Over 72 Hours. Interruptions over 72 hours will be credited 2 days for each full 24-hour period. No more than 30 days credited will be allowed for any one month period.

SECTION 2 - TERMS AND CONDITIONS (CONT'D.)**2.23 Allowances for Interruptions in Service, (Cont'd.)****2.23.2 Limitations on Allowances**

No credit allowance will be made for:

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

2.23.3 Use of alternative service provided by the Company

Should the Customer elect to use an alternative service provided by the Company during the period that a service is interrupted, the Customer must pay the tariffed rates and charges for the alternative service used.

2.23.4 Cancellation For Service Interruption

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

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SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)**3.9 Rates and Charges, (Cont'd.)****3.9.5 Switched Access Optional Features, (Cont'd.)**

Alternate Traffic Routing	\$0.00
Automatic Number Identification	\$0.0003
Cut-Through	\$0.00
Service Class Routing	\$0.00
Feature Group D with 950 Access	\$0.00
Signaling System Seven (SS7)	\$0.00
Basic Initial Address Message Delivery	\$0.0006
Called Directory Number Delivery	\$0.0003
Flexible ANI Delivery	\$0.00

3.9.6 Switched Access IP Direct Connect**3.9.6.1 Carrier Access Service****A. End Office Switching Charge:**

Traffic	<u>Per Access</u>
Volume	<u>Minutes of</u>
(MOUs)	<u>Use</u>
	\$ 0.003116

3.9.6.2 Switched IP Transport Service**A. IP Tandem Switched Transport**

a.	IP Tandem Switched Transport, per Minute	\$0.000103
b.	IP Common Trunk Port (CTP), per Minute	\$0.000371
c.	IP Transport, per Minute, per Mile	\$0.000013

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SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)**3.10 Switched Access IP Direct Connect**

3.10.1 The Company will provide Switched Access IP Direct Connect Service, between the Customer's equipment and the Company's Local Switching Center switch(es). Customer is responsible for purchasing an IP Interconnection service to access the Company's SWA IP Direct Connect Service. The application of rates for SWA IP Direct Connect Service is described in Section 3.9.6.

- A.** The SWA IP Direct Connect Service is provided to Customers for which Company has installed a gateway or gateways (the "Gateway") that will allow IP traffic to terminate to the Company's switched network.
- B.** The SWA IP Direct Connect Service includes connectivity from the Gateway to Company's private IP network, via a dedicated connection purchased from the Company.
- C.** The SWA IP Direct Connect Service allows voice and call set-up signaling to be carried from the Gateway to the Company's switched network for termination by Company's local switches.
- D.** The SWA IP Direct Connect Service may be used to terminate traffic to all valid Company NPA-NXXs. Calls will not be completed to 950-XXXX access codes, local operator assistance (0- and 0+), Directory Assistance (411), service codes 611, 911, and 101XXXX access codes or NPA NXXs not assigned to Company.
- E.** There are two types of rates and charges that apply to SWA IP Direct Connect Service. These are Usage Rates and Non-Recurring Charges.

Usage Rates: Usage rates are rates that are applied on a per access minute or per query basis. Usage rates are accumulated over a monthly period.

Non-Recurring Charges: Non-Recurring charges are one time charges that apply for a specific work activity (i.e., installation of new service or change to an existing service). Non-Recurring Charges apply to each SWA IP Direct Connect Service installed. The charge is applied per line or trunk.

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SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)**3.10 Switched Access IP Direct Connect, (Cont'd.)**

3.10.2 Eligibility: In order to be eligible to subscribe to this SWA IP Direct Connect Service, the following conditions must be met:

- A.** Customers must have purchased from Company and had installed a gateway or gateways, pursuant to a separate non-tariff agreement, that will allow IP traffic to terminate to the Company's switched network;
- B.** Customers must purchase from Company and have Company install the IP Direct Connect Trunk Group on the Gateway prior to commencement of SWA IP Direct Connect Service;
- C.** The Customer must have in place a private IP dedicated connection to the Gateway(s) of sufficient capacity to handle the traffic exchanged between the Customer and the Company; and
- D.** Not more than eighty-nine percent (89%) of the Customer's traffic routed to Company over the previous three (3) months via the SWA IP Direct Connect Service must be jurisdictionally intrastate.

3.10.3 Expiration Date: Company shall have the right to cease offering SWA IP Direct Connect Service upon cancellation of this Section 3.10. Notwithstanding the forgoing, Company shall continue to provide service to current Customers purchasing SWA IP Direct Connect Service for three months following cancellation of Section 3.10.

3.10.4 Billing of SWA IP Direct Connect Service Minutes: When the Customer uses IP signaling, it will transmit the telephone number of the calling party or, if different from the telephone number, the billing number of the calling party.

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SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)**3.10 Switched Access IP Direct Connect, (Cont'd.)****3.10.5 General Regulations**

- A.** In order to subscribe to this offering, a Letter of Agreement for Firm Order Commitment provided by the Company must be executed with the Customer's signature and acknowledged by a Company representative's signature. The Letter of Agreement shall contain the starting date of the Customer's term and the Access Customer Name Abbreviations (ACNAs).
- B.** When placing an order for SWA IP Direct Connect Service, the Customer shall provide completed and executed order forms as required by the Company.
- C.** Customer agrees to purchase SWA IP Direct Connect Service for a period of no less than two years unless the Company cancels this Section 3.10, in which case Section 3.10.3 shall govern.
- D.** Failure by Customer to provide required signaling information -- including, but not limited to, Calling Party Number and Automatic Number Information -- such that Company can properly determine the jurisdiction of traffic shall be grounds for Company to terminate this offering to the Customer.
- E.** In order to maintain the quality of the SWA IP Direct Connect Service, the Company reserves the right to perform preventive maintenance of software updates to the network. This could result in the SWA IP Direct Connect Service being unavailable during the time period between 12:00 A.M. and 4:00 A.M. Eastern Time on any given Wednesday or Sunday. However, the Company only expects to utilize this maintenance window for any given switch on the average of once a quarter. In addition, the Company will make every reasonable effort to provide advance notice to those Customers likely to be severely affected by such maintenance work. This maintenance window may be adjusted by the Company upon written notice to the Customer.

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SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)**3.10 Switched Access IP Direct Connect, (Cont'd.)****3.10.6 Obligations of Company**

In addition to the obligations of the Company set forth in other sections of this tariff, the Company has certain other obligations concerning the provision of SWA IP Direct Connect Service. These obligations are as follows:

A. Network Management

The Company will administer its Network to ensure the provision of acceptable service levels to all telecommunications users of the Company's Network Services. Generally, service levels are considered acceptable only when both End Users and Customers are able to establish connections with little or no delay encountered within the Company Network. The Company reserves 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 SWA IP Direct Connect Service. Generally, such protective measures would only be taken as a result of occurrences such as failure or overload of Company or Customer facilities, natural disasters, mass calling or national security demands. The Customer will notify the Company of anticipated peaked services as stated below. Based on the information provided, the Company will work cooperatively with the Customer to determine the appropriate level of control. In the event that the protective controls applied by the 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 2.23.

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SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)**3.10 Switched Access IP Direct Connect, (Cont'd.)****3.10.7 Obligations of the Customer**

In addition to obligations specified elsewhere in this tariff, the Customer has certain specific obligations pertaining to the use of SWA IP Direct Connect Service, as follows:

A. Report Requirements:

When a Customer orders SWA IP Direct Connect Service for both interstate and intrastate use, the Customer is responsible for providing Jurisdictional Reports as set forth in Section 2.20.7 preceding. Charges will be apportioned in accordance with those reports. The method to be used for determining the intrastate charges is set forth therein Section 2.20.7.

B. Supervisory Signaling:

The Customer's premises equipment shall provide the necessary On-Hook, Off-Hook answer and disconnect supervision.

C. Design of SWA IP Direct Connect Services:

It is the Customer's responsibility to assure that sufficient SWA IP Direct Connect Service has been ordered to handle its traffic.

D. Network Management

When a Customer uses the Company's facilities to offer services for which a substantial call volume or peaked service is expected during a short period of time, the Customer must notify the Company at least 24 hours in advance of each peak period. For events scheduled during weekends or holidays, the Company must be notified no later than 5:00 p.m. local time the prior business day. Notification should include the nature, time, duration, and frequency of the event, an estimated call volume, and the NPA NXX and line number(s) to be used. On the basis of the information provided, the Company may invoke network management controls if required to reduce the probability of excessive Network congestion. The Company will work cooperatively with the Customer to determine the appropriate level of such control. Failure to provide prescribed notification may result in Customer caused Network congestion, which could result in discontinuance of service under Section 2.6.

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