

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

**TARIFFS**

Applicant's tariff for local and long-distance service is attached as Exhibit 1.

**DESCRIPTION OF SERVICES**

Description of Proposed Services

**RESPONSE:** Applicant will provide local access telecommunications service (local exchange) as well as 1+ Service (long distance or interexchange service) to business/enterprise customers. Service will be provided by resold services or a combination of resold services and lease of unbundled network elements (UNEs) provided by ILECs through interconnection agreements.

Description of the general geographic area served

**RESPONSE:** Applicant proposes a geographical service area that mirrors the ILEC service areas of AT&T Ohio dba The Ohio Bell Telephone Company; Frontier North, Inc. and Windstream Western Reserve, Inc.

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

**RESPONSE:** Applicant's participation in the market for local exchange and interexchange telecommunications services in Ohio will promote consumer choice by expanding the ability of innovative, high quality, reliable and competitively priced telecommunications services. The granting of this Application will have the effect of increasing competition and, as a result, may compel other local telecommunications providers to improve their existing services, increase the quality and efficiency of their operations, and introduce innovative new services of their own. Moreover, the addition of the Applicant to the Ohio local telecommunications market makes it likely that consumers of telecommunications services in Ohio will receive the benefits of downward pressure on prices, improved customer responsiveness and access to increasingly advanced telecommunications technology. Applicant's participation in the market will expand service options for customers in Ohio, and will increase and facilitate competition in Ohio by expanding the diversity of suppliers within the telecommunications market place.

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

**RESPONSE:** Applicant proposes to provide service to business/enterprise customers only.

## **BUSINESS REQUIREMENTS**

### Evidence of Registration with: Ohio Department of Taxation

**RESPONSE:** Applicant has filed its request for registration with the Ohio Department of Taxation. See Exhibit 2.

### Evidence of Registration with: Ohio Secretary of State & Certificate of Good Standing

**RESPONSE:** See Exhibit 3 for Xclutel's registration with Ohio's Secretary of State and 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.

**RESPONSE:** Applicant is well capitalized and has the financial ability to provide responsible service in Ohio. As shown in the confidentially filed balance sheet (see Confidential Exhibit 4), Applicant has substantial assets. Applicant further has an existing bank line of credit available for future deployment of facilities in Ohio should same be needed. Applicant generates sufficient cash flow to enable it to fund start-up operations in Ohio.

Copy of financial statements (factual 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.

**RESPONSE:** Applicant's financial statements are provided in Confidential Exhibit 4. Applicant is a closely held, non-public company and considers its financial statements to be proprietary. A separate Motion for Protective Order has contemporaneously been submitted with the instant Application to protect the confidentiality of Applicant's financial statements. Revenues are considered to have been generated in Illinois where Applicant is headquartered.

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

**RESPONSE:** See the attached Confidential Exhibits 4 and 5. As discussed above as well as the response above regarding Applicant's ability to fund any additional purchases and fund start-up operations in Ohio.

### **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

**RESPONSE:** Applicant's documentation attesting to the applicant's technical and managerial expertise is attached as Exhibit 6.

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

**RESPONSE:** Attached as Exhibit 7.

Documentation indicating the applicant's corporate structure and ownership.

**RESPONSE:** Attached as Confidential Exhibit 8.

Information regarding any similar operations in other states.

**RESPONSE:** Applicant is currently authorized to provide CLEC and IXC operations in Illinois, Indiana, and Wisconsin. Applicant has a pending application in Michigan.

Verification that the applicant will follow Federal Communications Commission (FCC) accounting requirements, if applicable.

**RESPONSE:** FCC USOA accounting practices are inapplicable to competitive carriers. Applicant's accounting practices follow Generally Accepted Accounting Practices.

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

**RESPONSE:** Copies of Applicant's request for interconnection agreements with AT&T Ohio, Frontier North, and Windstream Western Reserve are attached at Exhibit 9.

Explanation as to whether rates are derived through (check all applicable): interconnection agreement, retail tariffs, or resale tariffs

**RESPONSE:** Applicant's rates are contained in its retail tariff.

Explanation as to which service areas company currently has an approved interconnection or resale agreement.

**RESPONSE:** Applicant does not currently have an approved interconnection or resale agreement with any ILEC in Ohio. Such interconnection agreements have been requested. See Exhibit 9.

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.

**RESPONSE:** See Attached Exhibit 9 containing a notarized affidavit together with three bona fide letters requesting negotiation for interconnection agreements with three Ohio ILECs.

**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.

**RESPONSE:** A sample customer bill and disconnection notice is attached hereto at Confidential Exhibit 10.

Provide a copy of any customer application form required in order to establish residential service, if applicable.

**RESPONSE:** Applicant does not propose to provide competitive local exchange services to residential subscribers.


For CLECs. List of Ohio ILEC Exchanges the applicant intends to serve (Use spreadsheet from: [http://www.puc.state.oh.us/puco/fomns/fonn.cfm?doc\\_id=357](http://www.puc.state.oh.us/puco/fomns/fonn.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.

**RESPONSE:** See attached Exhibit 11 “List of Ohio ILEC Exchanges to be Served.”

Respectfully Submitted,

By: \_\_\_\_\_

A handwritten signature in black ink, appearing to be 'Mark Foster', written over a horizontal line.

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*The Public Utilities Commission of Ohio*  
**TELECOMMUNICATIONS FILING FORM**

(Effective: 10-11-2017)

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 Xclutel, LLC

) TRF Docket No. 90 -

) Case No. - - **TP** -

to Provide Competitive Local Exchange Telecommunications Services in the  
State of Ohio

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

Name of Registrant(s) Xclutel, LLC

DBA(s) of Registrant(s) \_\_\_\_\_

Address of Registrant(s) 3075 Tollview Dr., Rolling Meadows IL 60008

Company Web Address www.xclutel.com

Regulatory Contact Person(s) Scott Sinclair

Phone 1-855-925-8835

Fax \_\_\_\_\_

Regulatory Contact Person's Email Address regulatory@xclutel.com

Contact Person for Annual Report Scott Sinclair

Phone 1-855-925-8835

Address (if different from above) \_\_\_\_\_

Consumer Contact Information Scott Sinclair

Phone 1-855-925-8835

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 Ohio Administrative Code [4901:1-6](#).

Section III – Carrier to Carrier is Pursuant to Ohio Adm.Code [4901:1-7](#), and Wireless is Pursuant to Ohio Adm.Code [4901:1-6-24](#).

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 Adm.Code Chapter 4901 and/or the supplemental application form noted.

(3) Information regarding the number of copies required by the PUCO may be obtained from the PUCO's website at [www.PUCO.ohio.gov](http://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 PUCO.

(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

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

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

<b>Type of Notice</b>	<b>Direct Mail</b>	<b>Bill Insert</b>	<b>Bill Notation</b>	<b>Electronic Mail</b>
<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"/>
<b>Date Notice Sent:</b>				

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

<b>IOS</b>	<b>Introduce New</b>	<b>Tariff Change</b>	<b>Price Change</b>	<b>Withdraw</b>
<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 <a href="#">1-6-08</a> * (Auto 30- day)	<input checked="" type="checkbox"/> ACE <a href="#">1-6-08</a> *(Auto 30 day)	<input type="checkbox"/> ACE <a href="#">1-6-08</a> *(Auto 30 day)	<input type="checkbox"/> ACE <a href="#">1-6-10</a> (Auto 30 day)	<input type="checkbox"/> UNC <a href="#">1-6-09</a> *(Non-Auto)

\*Supplemental Certification forms can be found on the PUCO webpage.

## Section II – Part II – Certificate Status & Procedural

Certificate Status	ILEC	CLEC	Telecommunications Service Provider Not Offering Local
Abandon all Services		<input type="checkbox"/> ABN <a href="#">1-6-26</a> (Auto 30 days)	<input type="checkbox"/> ABN <a href="#">1-6-26</a> (Auto 30 days)
Change of Official Name *	<input type="checkbox"/> ACN <a href="#">1-6-29(B)</a> (Auto 30 days)	<input type="checkbox"/> ACN <a href="#">1-6-29(B)</a> (Auto 30 days)	<input type="checkbox"/> CIO <a href="#">1-6-29(C)</a> (0 day Notice)
Change in Ownership *	<input type="checkbox"/> ACO <a href="#">1-6-29(E)</a> (Auto 30 days)	<input type="checkbox"/> ACO <a href="#">1-6-29(E)</a> (Auto 30 days)	<input type="checkbox"/> CIO <a href="#">1-6-29(C)</a> (0 day Notice)
Merger *	<input type="checkbox"/> AMT <a href="#">1-6-29(E)</a> (Auto 30 days)	<input type="checkbox"/> AMT <a href="#">1-6-29(E)</a> (Auto 30 days)	<input type="checkbox"/> CIO <a href="#">1-6-29(C)</a> (0 day Notice)
Transfer a Certificate *	<input type="checkbox"/> ATC <a href="#">1-6-29(B)</a> (Auto 30 days)	<input type="checkbox"/> ATC <a href="#">1-6-29(B)</a> (Auto 30 days)	<input type="checkbox"/> CIO <a href="#">1-6-29(C)</a> (0 day Notice)
Transaction for transfer or lease of property, plant or business *	<input type="checkbox"/> ATR <a href="#">1-6-29(B)</a> (Auto 30 days)	<input type="checkbox"/> ATR <a href="#">1-6-29(B)</a> (Auto 30 days)	<input type="checkbox"/> CIO <a href="#">1-6-29(C)</a> (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 PUCO's webpage](#) 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 <a href="#">1-7-07</a> (Auto 90 day)	<input type="checkbox"/> NAG <a href="#">1-7-07</a> (Auto 90 day)
Request for Arbitration	<input type="checkbox"/> ARB <a href="#">1-7-09</a> (Non-Auto)	<input type="checkbox"/> ARB <a href="#">1-7-09</a> (Non-Auto)
Introduce or change c-t-c service tariffs	<input type="checkbox"/> ATA <a href="#">1-7-14</a> (Auto 30 days)	<input type="checkbox"/> ATA <a href="#">1-7-14</a> (Auto 30 days)
Request rural carrier exemption, rural carrier suspension or modification	<input type="checkbox"/> UNC <a href="#">1-7-04</a> or 05 (Non-Auto)	
Changes in rates, terms & conditions to Pole Attachment, Conduit Occupancy and Rights- of-Way. (13-579-AU-ORD 11/30/16 Entry)	<input type="checkbox"/> ATA <a href="#">1-3-04</a> (Auto 60 days)	
<b>Wireless Providers</b> See <a href="#">4901:1-6-24</a>	<input type="checkbox"/> RCC [Registration & Change in Operations] (0 day)	<input type="checkbox"/> NAG [Interconnection Agreement or Amendment] (Auto 90 days)



#### 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, Xclutel, LLC, and am authorized to make this statement on its behalf.  
Scott J. Sinclair  
(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 Ohio Adm.Code 4901:1-6-7.

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

Executed on \_\_\_\_\_ at (Location) \_\_\_\_\_  
(Date)

\*Signature and Title  CEO Date 10/9/18

*\*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, , 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  CEO Date 10/9/18

*\*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.*

File document electronically as directed in case number 06-900-AU-WVR  
or

***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**

**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 Xclutel, LLC  
to Provide Competitive Local Exchange Telecommunications Services in the State of Ohio

Case No. \_\_\_\_\_ - \_\_\_\_\_ -TP - \_\_\_\_\_

Name of Registrant(s) Xclutel, LLC

DBA(s) of Registrant(s) \_\_\_\_\_

Address of Registrant(s) 3075 Tollview Dr., Rolling Meadows IL 60008

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 timeframe]

**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 State<sup>1</sup> &  
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 applicable.

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

**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.

**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](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 \_\_\_\_\_  
(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 \_\_\_\_\_ at \_\_\_\_\_

(Signature and Title)

(Date)

*The Public Utilities Commission of Ohio*  
**TELECOMMUNICATIONS RETAIL SERVICE OFFERING FORM**  
**For Non-BLES Carriers**

**Per the Commission's 01/19/2011 "Implementation Order" in Case No. 10-1010-TP-ORD**  
(Effective: 01/20/2011)

Company Name Xclutel, LLC

Company Address 3075 Tollview Dr., Rolling Meadows, IL 60008

Company Web Address Xclutel.com

Regulatory Contact Person Scott Sinclair Phone 1-855-925-8835 Fax \_\_\_\_\_

Regulatory Contact Person's Email Address regulatory@xclutel.com

Contact Person for Annual Report Scott Sinclair Phone 1-855-925-8835 Fax \_\_\_\_\_

Consumer Contact Information Scott Sinclair Phone 1-855-925-8835 Fax \_\_\_\_\_

TRF Docket No. \_\_\_\_\_ - TP-TRF

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

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

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

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

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

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

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

**Part IV. – Attestation**

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

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

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

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

 CEO  
(Signature and Title)

10/9/18  
(Date)

**Exhibit 1**

**Applicant's Tariffs**

XCLUTEL, LLC

REGULATIONS and SCHEDULE of LOCAL AND  
INTEREXCHANGE CHARGES  
APPLYING to COMMUNICATIONS SERVICES WITHIN  
THE STATE of OHIO

Applicable in Ohio State

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Issued: October 17, 2018

Scott Sinclair, CEO  
Xclutel, LLC  
3075 Tollview Dr.,  
Rolling Meadows IL 60008

Effective: November 17, 2018

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**SYMBOLS**

The following symbols will be used in the right-hand margins of each Tariff page to indicate changes made on the sheets:

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

In addition to symbols for changes, each provision or rate element changed will contain a vertical line, which will identify the lines being changed.

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**TARIFF FORMAT**

- A. Page Numbering - Pages are numbered sequentially. However, new pages are occasionally added to the Tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 4 and 5 would be 4.1.
- B. Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 4 cancels the 3rd revised Page 4.
- C. Paragraph Numbering Sequence - There are six levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2
  - 2.1
  - 2.1.1
  - 2.1.1.(A)
  - 2.1.1.(A).1.(a)
- D. Check Sheets - When a Tariff filing is made with the Commission, an updated check sheet accompanies the Tariff filing. The check sheet lists the pages contained in the Tariff, with a cross-reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision.

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**APPLICABILITY OF TARIFF AND SERVICE TERRITORY**

This tariff is applicable to telecommunications services provided by Xclutel, LLC (The Company) Ohio. The Company is a Kansas limited liability company with its principal office located at 3075 Tollview Dr., Rolling Meadows IL 60008. It is authorized to conduct business in Ohio.

These Tariffs are available for viewing, during normal Business Hours, at the Commission or the Company's principal place of business:

Xclutel, LLC  
3075 Tollview Dr.  
Rolling Meadows IL 60008

Xclutel service territory mirrors the certificated service territories of the following Incumbent Local Exchange Companies (ILECs): AT&T Ohio, Frontier North, Windstream Western Reserve.

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## **SECTION 1 – DEFINITIONS**

**“Access”** means an arrangement that connects the Customer’s or Customer’s Telecommunications Service to the Underlying Carrier’s designated point of presence or network switching center. For Access Services, access means a connection between a customer Premises and a Point of Presence of an Interexchange Carrier for the transmission of voice, data or video/image information.

**“Access Services”** means the Company’s intrastate telephone Services offered to residential and business customers pursuant to this Tariff. It is also a connection provided to an Interexchange Carrier between a Customer Premises and a Point of Presence of the Interexchange Carrier for the transmission of voice, data or video/image information.

**“Access Service Request (‘ASR’)”** means the written request for Access Services executed by the Customer and the Company in the format devised by the Company. The signing of an ASR by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this Tariff, but the duration of the Service is calculated from the Service Commencement Date. Should a Customer use the Company’s Access Service without an executed ASR, the Company will then request the Customer to submit one.

**“Account”** means either a Customer’s physical location or individual Service represented by a unique account number within the billing system. Multiple Services each with a unique account number may be part of one physical location.

**“Activation Fee”** is charged to establish an Account and begin Service.

**“Account Number”** is a unique number used to identify each dedicated phone Service.

**“Advance Payment”** means part or all of a payment required before the start of Service.

**“Application for Service”** is a standard form that includes all pertinent billing, technical, and other descriptive information that will enable Company to provide and bill for Services. The Company’s order process that includes technical, billing and other descriptive information provided by Customer that allows the Company to provide requested communications Services for Customer and Customer’s Authorized Users. Upon acceptance by the Company, the Application for Service becomes a binding contract between Customer and the Company for the provision and acceptance of Services.

**“Authorized User”** is a person that is either authorized by the Customer to use telephone Service at Customer’s Premise or other location, or is placed in a position by the Customer, either through acts or omission, to use the Customer’s Local Exchange Service.

**“Basic Local Prepaid Service”** provides the Customer one month of Access to the Public Switched Telephone Network via a single, voice-grade communications channel. The Service only includes touch tone, local dialing within the non-optional calling scope associated with the Customer’s Service Address, and 9-1-1 service where available. Calls requiring the dialed number to be preceded by a one or zero (including, but not limited to calls to directory assistance or operator services) are not permitted. The End User is allowed to place only local, toll-free, and 9-1-1 calls. The following types of calls and Services may be blocked by the Company: collect, long distance, operator-assisted, third party, 976/900, person-to-person, or any similar type of Service that may be billed to a Customer’s telephone number. Basic Local Prepaid Service may be extended for additional one-month periods by remitting payment prior to the Service Expiration Date.

**“Basic Local Service”** means access to the Public Switched Telephone Network via a single, voice-grade communications channel.

**“Business Hours”** means the time after 8:00 A.M. and before 5:00 P.M., Monday through Friday, excluding holidays.

**“Business Office”** means the primary location where the business operations of the Company are performed and where a copy of the Company’s Tariffs is made available for public inspection. The address of the business office is 3075 Tollview Dr., Rolling Meadows IL 60008.

**“Central Office”** means a Local Exchange Carrier’s office where a Customer’s lines are terminated for the purpose of offering Local Exchange Service and to connect with Interexchange Carriers.

**“Competitive Local Exchange Carrier (“CLEC”) or Alternative Local Exchange Carrier (“ALEC”)** means any entity or person providing Local Exchange Services in competition with an ILEC or LEC.

**“Commission”** means the Public Utilities Commission of Ohio.

**“Company”** means Xclutel, LLC unless otherwise indicated by the context.

**“Competitive Local Exchange Carrier”** is a common carrier that is issued the appropriate certificate to provide telecommunications service.

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**“Customer”** means any person, corporation, or lawful entity that orders and/or uses Service, and/or is responsible for the payment of charges and for compliance with the Company’s Tariff regulations.

**“Customer-Provided Equipment”** is Terminal Equipment provided by the Customer to utilize the Company’s Service.

**“Customer trouble report”** means any oral or written report given to the Company’s repair service or contact person by a Customer relating to a defect or difficulty or dissatisfaction with the provision of the Telecommunications Service provided by the Company.

**“Delinquent”** means a payment for a billing for Services to be provided, which is not in dispute, where payment is not received on or before the due date as posted on the bill.

**“Demarcation Point”** is the point at the Customer’s premise where the Customer’s inside wire connects to the intrabuilding network cable (“INC”). Where there is no INC, the Demarcation Point is the point of entry at Company’s entrance Facility. This Demarcation Point separates the responsibility of the End User from that of a vendor or Company’s vendor of choice for Premises wire repair and Customer Provide Equipment trouble isolation.

**“Disconnection”** is the disconnection of a circuit, dedicated access line, or port connection being used for existing Service.

**“End User”** means the ultimate user of the Telecommunications Services and who orders Service and is responsible for payment of charges due in compliance with the Company’s price list regulations. See “Customer.”

**“Exchange”** means a geographic area established and approved by the Commission for the administration of Local Exchange Service in a specified area that usually embraces a city, town, or village and its environs. It may consist of one or more Central Offices together with associated plant used in furnishing communication Service in that area.

**“Facility” or “Facilities”** means any item or items of communications plant or equipment used to provide or connect to the Company’s Services.

**“FCC”** means the Federal Communications Commission.

**“Inside Wiring”** is the wire on the customer side of the Demarcation Point.

**“Interexchange Carrier” or “IXC”** means a common carrier that provides long distance domestic and international communication Services to the public.

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

**“Line Maintenance”** is a Service that provides the Customer complete diagnosis of inside wiring problems and any necessary repairs to inside wiring and jacks by trained technicians.

**“Local Access Facility”** means the channel provided by the LEC (or other Local Service Provider) to connect the Point-of-Presence to a Customer location.

**“Local Exchange Company” or “LEC”** means a company that furnishes Local Exchange Services.

**“Local Exchange Service”** means access to the Public Switched Telephone Network and the ability to make calls in a Customer’s geographic area without incurring toll charges.

**“Monthly Recurring Charges”** means the monthly charges to the Customer for Services, Facilities and equipment, which continue for the agreed upon duration of the Service.

**“Nonbusiness Hours”** means the time period after 5:00 P.M. and before 8:00 A.M., Monday through Friday, all day Saturday, Sunday, and the dates the following holidays are observed: New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas.

**“Non-Recurring Charge (“NRC”)** means the initial charge, usually assessed on a one-time basis, to initiate and establish Service.

**“Non-Listed Number” or “Unlisted Number”** is a Service that allows a Customer’s name, telephone number and/or address to be provided by Local Directory Assistance but not printed in the local telephone directory.

**“Non-Published Number” or “Unpublished Number”** is a Service that prevents a Customer’s telephone number from being published in the local telephone directory or provided by Local Directory Assistance.

**“Omit Address”** is a Service that removes a Customer’s address from the telephone directory and Local Directory Assistance records.

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**“Other Common Carrier”** denotes a specialized or other type of common carrier authorized by the Federal Communications Commission to provide domestic or international communications Service.

**“Premises”** means a building or buildings on contiguous property (except railroad rights-of-way, etc.).

**“Primary Interexchange Carrier (PIC)”** means the Interexchange Carrier to which a switched access line is presubscribed.

**“Public Switched Telephone Network”** means a common carrier network that provides circuit switching between public users. This is the worldwide voice telephone network accessible to all those with telephones and Access privileges.

**“Restoration Fee”** is a fee that will be charged to customers of the Company who fail to pay their bill by the 15th of the month, but wish to continue Service with the Company after suspension.

**“Service”** means Service in its broadest and most inclusive sense, and includes any and all acts done, rendered, or performed and any and all things furnished or supplied by the Company in the provision of Telecommunications Service to its Customers.

**“Service Commencement Date”** means the first day following the date on which the Company notifies the Customer that the requested Service or Facility is available for use, unless extended by the Customer’s refusal to accept Service which does not conform to standards set forth in the Service Order or this Tariff, in which case the Service Commencement Date is the date of the Customer’s acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date. If the Company does not have an executed Service Order from a Customer, the Service Commencement Date will be the first date on which Customer used the Service or Facility

**“Service Order”** means the written request for Service executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this Tariff, but the duration of the Service is calculated from the Service Commencement Date.

**“Switch”** denotes an electronic device that is used to provide circuit sharing, routing, and control.



**“Tariff”** means a document filed with The Public Utilities Commission of Ohio or the Federal Communications Commission that details Services, equipment, and pricing offered by the Company to all potential Customers.

**“Telecommunications Service”** means any Service provided by the Company, including voice, data, and all other types of communications services, that provides for the transmission, reception, and switching of signals, such as electrical or optical, by wire, fiber, or electromagnetic means.

**“Timely Payment”** means a payment on a Customer’s Account made on or before the due date.

**“Terminal Equipment”** means telephones and other equipment installed at the end of a telephone line.

**“Underlying Carrier”** means the provider of telecommunications services whose network is being utilized to transmit and receive the Customer’s telecommunications traffic.

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## **SECTION 2 – RULES AND REGULATIONS**

### **2.1 Undertaking of the Company**

2.1.1 The Company undertakes to furnish Telecommunications Services in connection with one-way and/or two-way information transmission between points within the state of Ohio under the terms of this Tariff.

2.1.2 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.

2.1.3 The Company installs, operates, and maintains the Telecommunications Services provided herein in accordance with the terms and conditions set forth under this Tariff and the Regulations of the FCC and the Commission. The Company may act as the Customer's agent for ordering access connection 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.

2.1.4 Services provided under this Tariff shall not be used for unlawful purposes. Service will not be furnished if any law enforcement agency, acting within its jurisdiction, advises that such Services are being used in violation of the law.

2.1.5 The Company's Services are available twenty-four (24) hours per day, seven (7) days per week.

2.1.6 The Company will comply with all rules and regulations of the Public Utilities Commission of Ohio.

#### **2.1.7 Shortage of Equipment or Facilities**

(A) The Company reserves the right to limit or to allocate the use of existing Facilities, or of additional Facilities offered by the Company, when necessary because of lack of Facilities, or due to some other cause beyond the Company's control.

(B) The furnishing of Service under this Tariff is subject to the availability on a continuing basis of all the necessary Facilities and is limited to the capacity of the Company's Facilities as well as Facilities the Company may obtain from other carriers to furnish Service from time to time as required at the sole discretion of the Company.

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## 2.2 Terms and Conditions

2.2.1 Except as otherwise provided herein, the minimum period of Local or Interexchange Service is one month (30 days). The Company will issue a billing invoice monthly. All payments for Local and Interexchange Service are due on the fifteenth (15th) of each month for the following month's Service. If a prepaid Customer's Account is not paid in full by the due date, Company will begin to Disconnect Service. For all calculations of dates set forth on a Sunday or Federal holiday, the Customer will be permitted to make payment on the next regular business day.

2.2.2 Customers may add authorized optional features to their existing Service by remitting payment for the feature prior to the expiration of the current month of Service. Functionality of the added feature will commence on the first day of the subsequent month of Service.

2.2.3 Any termination shall not relieve Customer of its obligation to pay any charges incurred under the Agreement and this Tariff prior to termination. The rights and obligations, which by their nature extend beyond the termination of the term of the Agreement, shall survive such termination.

2.2.4 This Tariff shall be interpreted and governed by the laws of the State of Ohio.

2.2.5 The Customer has no property right to the telephone number or any other call number designation associated with Services furnished by the Company. The Company reserves the right to change such numbers, or the Central Office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business.

## 2.3 Obligations of the Customer

2.3.1 When placing an order for Service, the Customer must provide:

- (A) The name(s) and address of the person(s) responsible for the payment of Service charges; and
- (B) The name(s), telephone number(s), and address (es) of the Customer contact person(s);
- (C) The payment of all applicable charges pursuant to this Tariff;

2.3.2 The Customer must reimburse the Company for damages to, or loss of, the Company's Facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer's Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subrogated to the Company's right of recovery of damages to the extent of such payment;

2.3.3 The Customer must provide a safe place to work and comply with all laws and regulations regarding the working conditions on the Premises at which Company employees and agents shall be installing or maintaining the Company's Facilities and equipment. The Customer may be required to install and maintain Company Facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;

2.3.4 The Customer must comply with all laws and regulations applicable to, and obtain all consents, approvals, licenses and permits as may be required with respect to, the location of Company Facilities and equipment in any Customer Premises or the rights-of-way for which Customer is responsible under section 2.3.3 above, and granting or obtaining permission for Company at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of Service as stated herein, removing the Facilities or equipment of the Company;

2.3.5 The Customer may not create or allow to be placed or maintained any liens or other encumbrances on the Company's equipment or Facilities; and

2.3.6 The Customer must make Company Facilities and equipment located on the Customer's Premises available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance for interruptions in Service will be made for the period during which Service is interrupted for such purposes.

## **2.4 Liability of the Customer**

2.4.1 The Customer will be liable for damages to the Facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invites, or contractors where

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such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.

2.4.2 To the extent caused by any negligent or intentional act of the Customer as described in 2.4.1, preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party pursuant to this or any other Tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any Service provided by the Company to such third party.

2.4.3 The Customer shall not assert any claim against any other Customer or user of the Company's Services for damages resulting in whole or in part from or arising in connection with the furnishing of Service under this Tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this Tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

## 2.5 Claims

2.5.1 With respect to any Service or Facility provided by the Company, Customer shall indemnify, defend and hold harmless the Company from and against all loss, claims, actions, damages, liabilities, costs and expenses, including reasonable attorney's fees for:

(A) Any loss, destruction or damage to property of the Company or any third party, or the death of or injury to persons, including, but not limited to, employees or invitees of either the Company or the Customer, to the extent caused by or resulting from negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or

(B) Any claim, loss damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, with limitation, use of the Company's Services and Facilities in a manner not contemplated by the agreement between the Customer and the Company.

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(C) Any act or omission of: (a) the Customer, (b) any other entity furnishing Service, equipment or Facilities for use in conjunction with Services or Facilities provided by the Company; or (c) common carriers or warehousemen, except as contracted by the Company;

(D) Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotion; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or Facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;

(E) Any unlawful or unauthorized use of the Company's Facilities and Services.

(F) Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the material transmitted by means of Company-provided Facilities or Services; or by means of the combination of Company-provided Facilities or Services;

(G) Breach in the privacy or security of communications transmitted over the Company's Facilities;

(H) Changes in any of the Facilities, operations or procedures of the Company that render any equipment, Facilities or Services provided by the Customer obsolete, or require modification or alteration of such equipment, Facilities or Services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in paragraph (A) of this Subsection 2.5.1.

(I) Defacement of or damage to Customer Premises resulting from the furnishing of Services or equipment on such Premises or the installation or removal thereof;

(J) Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's Facilities or equipment connected, or to be connected to the Company's Facilities;

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(K) Any noncompletion of calls due to network busy conditions;

(L) Any calls not actually attempted to be completed during any period that Service is unavailable; and

(M) Any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of the Company's Services or Facilities.

## **2.6 Payment for Service**

2.6.1 The Customer is responsible for payment of all charges for Service and Facilities furnished by the Company to the Customer or Authorized Users. If any entity other than the Company imposes charges on the Company, in addition to its own internal costs, in connection with a Service for which a Company Non-Recurring Charge is specified, those charges may be passed on to the Customer.

2.6.2 All charges due from the Customer are payable to any agency duly authorized by the Company to receive such payments. The billing agency may be the Company, an agent of the Company, a credit card company, or other billing service. Terms of payment shall be according to the rules and regulations of the agency, but must comply with the Commission's rules and regulations.

2.6.3 Adjustments to the Customer's bill(s) shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

## **2.7 Returned Check Charge**

2.7.1 A returned check charge in the amount of \$20.00 shall be applied if a check offered by a Customer for payment of Service provided is dishonored by a bank or other financial institution for insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank or other financial institution.

## **2.8 Transfer or Assignment**

2.8.1 After obtaining the Company's written consent, the Customer of record may assign or transfer the use of Service where there is no interruption or physical relocation. All terms and provisions contained in this Tariff will apply to any assignee or transferee.

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Services provided by the Company may not be transferred or assigned to a new Customer unless the following conditions have been met:

(A) The Customer of record (assignor Customer) requests such assignment or transfer in writing at least fifteen (15) days prior to the effective date of any requested assignment or transfer;

(B) The new Customer (assignee Customer) notifies the Company in writing that it agrees to assume all outstanding obligations of the former Customer for use of the Company's Services. These obligations include all outstanding indebtedness for the use of the Company's Service. Consent to such transfer or assignment will not be unreasonably withheld; and

(C) Prior written consent of the Company is secured. The Company agrees to respond to a request to assign or transfer to another Customer within fifteen (15) days of receipt of the request.

2.8.2 Any permitted transfer or assignment of the Company's Service will not relieve or discharge any Customer from remaining jointly and severally liable with the new Customer for any obligations existing at the time of transfer or assignment.

2.8.3 This Tariff, in its entirety, shall apply to all such permitted assignees or transferees.

## **2.9 Use of Service**

2.9.1 Company's Local Service provides the Customer with a single, voice-grade communications channel. Each access line will include a telephone number with touch-tone dialing.

2.9.2 The Company's Service(s) may be used for any lawful purpose within the scope of its certificated authority and consistent with the transmission and switching parameters of the telecommunications Facilities utilized by the Company in the provision of such Service(s).

2.9.3 The use of the Company's Service(s) to make calls that might reasonably be expected to frighten, abuse, torment, or harass another, or in such a way as to unreasonable interfere with use by others, is prohibited.

2.9.4 The Services the Company offers shall not be used for any unlawful purposes or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits. Services also may not be used for any



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purpose for which the Customer receives any payment or other compensation unless the Customer is a duly authorized regulated common carrier.

2.9.5 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

2.9.6 The use of the Company's Service(s) without payment for Service(s) or attempting to avoid payment for Service(s) by fraudulent means or devices, schemes, false or invalid numbers, false credit cards or false Phone Cards of the Company's or false numbers of such cards, is prohibited.

2.9.7 The Company's Service(s) may be denied for nonpayment of charges or for other violations of this Tariff.

2.9.8 Any charges for long distance, toll, or other Services are billed to, due from and payable by the Customer unless billed directly to the Customer by another provider of Services.

#### 2.9.9 Prohibited Uses

(A) The Services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.

(B) Applicants for Service who intend to use the Company's offerings for resale and/or for shared use may be required file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and the Commission's regulations, policies, orders, and decisions.

(C) The Company may block any signals being transmitted by Customers over its Network, which cause interference to the Company or other users. Customer shall be relieved of all obligations to make payments for charges relating to any blocked Service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.

(D) A Customer, joint user, or Authorized User may not assign, or transfer in any manner, the Service or any rights associated with the Service without the written consent of the Company. The Company will permit a Customer to transfer its existing Service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications Services. Such a transfer will

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be treated as a Disconnection of existing Service and installation of new Service, and Non-Recurring Installation Charges as stated in this Tariff will apply.

## **2.10 Liabilities of the Company**

2.10.1 The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary, or punitive damages to Customer as a result of any Company service, equipment, or facilities, or the acts or omissions or negligence of the Company's employees or agents. The Company will not be liable for any direct, indirect, incidental, special, reliance, consequential, exemplary or punitive damages or lost profits suffered by the Customer for any reason whatsoever in connection with or arising out of its provision of Services including, but not limited to, Service outages, installation, activation, termination, interruption, delay, or transfer, whether caused by any act or omission, including, but not limited to, mistake, negligence of the Company's employees or agents, failure to perform or provide any Service, or any failure in or breakdown of Facilities, whether a claim for such liability is premised upon the Ohio Deceptive Trade Practices Act, breach of contract, tort, misrepresentation, fraud, or any other theory, and regardless of the foreseeability of such damages.

2.10.2 The Company's liability for willful misconduct, if established as a result of judicial or administrative proceedings, is not limited by this Tariff. With respect to any other claim or suit, by a Customer or by others, for damages associated with the provision of any service offered under this Tariff, the Company's liability, if any, shall be limited as provided herein.

2.10.3 The Company's liability for damages arising out of mistakes, interruptions, omissions, delays, errors or defects in the installation, transmission, provision, termination, maintenance, repair, or restoration occurring in the course of furnishing Service(s) or Facilities, representations, or use of these Services shall, in no event, exceed an allowance equivalent to the proportionate charge to the Customer for the period during which the faults in transmission occur as described in Section 2.27.

2.10.4 When the Facilities of other carriers are used to establish connections to points not reached by the Company's Facilities, the Company is not liable for any act or omission of the other carrier(s).

2.10.5 The Company shall not be liable for claim or loss, expense or damage (including, but not limited to, direct, indirect, reliance, consequential, incidental, or special damages or lost profits), for any interruption, delay, error, omission, or defect in any Service, Facility or transmission provided under this Tariff, if caused by any person or entity other than the Company, its employees, or agents, by any malfunction of any Service or

Facility provided by an Underlying Carrier, by an Act of God, fire, flood, war, or other catastrophe, civil disturbance, or act of government, or by any other cause beyond the Company's direct control, whether a claim for such liability is premised upon breach of contract, tort, misrepresentation, fraud, or any other theory, and regardless of the foreseeability of such damages.

2.10.6 The Company will comply with the Commission's rules pertaining to refunds for over billing. If a Customer believes that the Company has charged an amount greater than the Company's Tariff, terms and conditions of Service, or customer-specific contract, the Customer must submit a claim for overpayment to the Company.

2.10.7 The Company shall not be liable for any claim, loss, or refund as a result of loss or theft of Customer-specific identifying codes issued for use with the Company's Services.

2.10.8 The Company shall not be liable for any defacement of or damages to the Premises of a Customer resulting from the furnishing of Service(s) or the attachment of equipment, instruments, apparatus, and associated wiring furnished by the Company on the Customer's Premises or by the installation or removal thereof, that is not the direct or indirect result of the Company's negligence. No agents or employees of other carriers shall be deemed to be agents or employees of the Company without written authorization. Customer will indemnify and save the Company harmless from any claims of the owner of Customer's Premises or other third party for such damages.

2.10.9 The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; and law, order, regulation, direction, action or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of these federal, state, or local governments, or of any military authority; third party nonperformance (including the failure of performance for reasons beyond the control of common carriers, Interexchange Carriers, Local Exchange Carriers, suppliers, and subcontractors) or other such cause beyond its reasonable control, including failures or fluctuations in electrical equipment; preemption of existing Service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials, or strikes, lockouts, work stoppages, or other labor difficulties. Both parties retain all rights of recourse against any third parties for any failures that may create a force majeure condition for the other party.

2.10.10 The Company shall not be liable for: (a) any act or omission of any entity furnishing the Company or the Company's Customer's Facilities or equipment used for

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or with the Services the Company offers; or (b) for the acts or omissions of other common carriers or Local Exchange Companies.

2.10.11 The Company shall not be liable for any damages or losses due to the fault or negligence of, or any omission by, the Customer or due to the failure or malfunction of Customer-Provided Equipment or Facilities.

2.10.12 The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and Service has been discontinued, to a refund of the amount erroneously billed.

2.10.13 The Company shall use reasonable efforts to make Services available by the Estimated Service Date. The Company shall not be liable for any damages whatsoever resulting from delays in meeting the Estimated Service Date due to delays resulting from normal installation procedures. Such delays shall include, but not be limited to, delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of-way approvals, delays in actual construction work being done by vendor(s) and in any delays due to any LEC where the Company is relying solely upon such LEC to meet such estimated due date which is beyond the Company's control.

2.10.14 The Company shall be indemnified, defended, and held harmless by Customer or by others authorized by it to use the service against any claim, loss or damage arising from Customer's use of services furnished under this Tariff, including: claims for defamation libel, slander, invasion of privacy, infringement of copyright, unauthorized use of trademark, trade name, or service mark, unfair competition; interference with or misappropriation, or violation of any contract, proprietary or creative right, or any other injury to any proprietary or creative right, or any other injury to any person, property, or entity arising from the material, data, information, or content, revealed to, transmitted, processed, handled, or used by the Company under this Tariff; and all other claims arising out of any act or omission of Customer or others, in connection with any service provided by the Company pursuant to this Tariff.

2.10.15 The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by Customer for the specific services giving rise to the claim, and no action or proceeding against the Company shall be commenced more than one year after the service is rendered.

2.10.16 Company shall not be liable for any damages, including usage charges, that Customer may incur as a result of the unauthorized use of its Authorization Code(s) by

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others. The unauthorized use of Customer Authorization Code(s) includes, but is not limited to, the placement of calls using Customer's Authorization Code(s) without the authorization of the Customer. Customer shall be fully liable for all such usage charges.

2.10.17 THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

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## 2.11 Limitations

2.11.1 Service is offered subject to the availability of the necessary Facilities and/or equipment and subject to the provisions of this Tariff. The obligation of the Company to provide Service is dependent upon its ability to procure, construct, and maintain Facilities that are required to meet Customer's order for Service. The Company will make all reasonable efforts to secure the necessary Facilities.

2.11.2 The Company reserves the right to limit or to allocate the use of existing Facilities, or Facilities in the process of being acquired by the Company, when necessary because of lack of Facilities, relevant resources, or due to causes beyond the Company's control. In addition, the Company reserves the right to discontinue Service when Customer is using the Service in violation of law or the provisions of this Tariff.

2.11.3 The Company does not undertake to transmit messages, but offers the use of its Facilities when available, and will not be liable for errors in transmission or for failure to establish connections.

2.11.4 The Company only offers Services for aggregation, sharing, or resale by Customers as provided for in this Tariff. Residential and Business customers may not purchase Services for aggregation, sharing, or resale purposes.

2.11.5 The Company directly or indirectly controls all Facilities provided under this Tariff and the Customer may not transfer or assign the use of Service or Facilities without the express written consent of the Company.

2.11.6 The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person for any personal injury to or death of any person or persons, and for any loss, damage or destruction of property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of this Service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and Facilities furnishing this Service.

2.11.7 The Company is not responsible for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 9-1-1 furnished by the Company including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 9-1-1 service, and which arise out of the negligence or other wrongful act of the Company, the

Customer, its Users, agencies or municipalities, or the employees or agents of any one of them.

2.11.8 The Company's liability arising from errors or omissions in Directory Listings, other than charged listings, shall be limited to the amount of actual impairment to the Customer's Service and in no event shall exceed one-half the amount of the fixed monthly charges applicable to the Local Exchange Service affected during the period covered by the directory in which the error or omission occurs. In cases of charged Directory Listings, the liability of the Company shall be limited to an amount not exceeding the amount of charges for the charged listings involved during the period covered by the directory in which the error or omission occurs.

2.11.9 In conjunction with a non-published telephone number, the Company will not be liable for failure or refusal to complete any call to such telephone when the number does not place the call. The Company will try to prevent the disclosure of the number of such telephone number, but will not be liable should such number be divulged.

2.11.10 With respect to Emergency Number 9-1-1 Service:

(A) This Service is offered as an aid in handling assistance calls in connection with fire, police, and other emergencies.

(B) The Company is obligated to supply the 9-1-1 service provider in the Company's Service area (the "9-1-1 Service Provider") with information necessary to update the 9-1-1 database at the time the Company submits customer orders to the Local Exchange Company whose Service is being resold pursuant to this Tariff.

(C) If, and when, the Company provides Basic Local Service to the Customer by means of the Company's own cable pair, or over any other exclusively owned Facility, the Company will be obligated to make the necessary equipment or Facility additions in the 9-1-1 Service Provider's equipment in order to properly update the database for 9-1-1. The Company will be obligated to provide Facilities to route calls from End Users to the proper PSAP. The Company recognizes the authority of the 9-1-1 entities to establish Service specifications and grant final approval or denial of Service configurations offered by the Company.

(D) When a Customer with a non-published telephone number places a call to the Emergency 9-1-1 Service, the Company will release the name and address of the calling party, where such information can be determined to the appropriate local

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governmental authority responsible for the Emergency 9-1-1 Service upon request of such governmental authority. By subscribing to Service under this Tariff Customer acknowledges and agrees with the release of information as described above.

## **2.12 Billing and Billing Disputes**

2.12.1 Billing to Customers will be scheduled monthly. Monthly Recurring Charges are billed monthly in advance. Usage charges, if any, are billed in arrears. A bill will be considered rendered to the Customer after having been deposited in the United States mail for two days with postage prepaid. If the delivery is by other than United States mail, the bill will be considered rendered when delivered to the last known address of the party responsible for payment.

2.12.2 The Customer is responsible for all charges for Facilities and Services furnished by the Company to Customer and to all End Users authorized by Customer, including all calls placed from the Customer's location or by use of the Customer's authorization code(s), regardless of whether those Services are used by Customer or are resold or shared with other entities.

2.12.3 Payment is due by the due date printed on the bill. Payments are sent to the address listed on the bill.

2.12.4 If a Customer's bill is not paid by the due date printed on the bill, the Company may impose a maintenance or delinquency fee per the schedule of rates in Section 10.

2.12.5 Each bill shall also provide the following information:

- (A) Name and address of Customer;
- (B) Account Number and phone number;
- (C) Itemized charges and taxes;
- (D) Balance forward and balance due;
- (E) Due date;
- (F) A customer service number to call to discuss problems with the bill; and
- (G) Any information needed to comply with the Commission's rules.



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2.12.6 A Customer shall have at least fifteen (15) days from the billing date to pay the charges stated. If the Company does not receive payment within that time period, the Customer's Account will be considered Delinquent.

2.12.7 For existing Customers whose Service is Disconnected, the charge for the fraction of the month in which Service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.

2.12.8 Customers may pay for Service by credit card, money order, or cash at an authorized payment agent.

2.12.9 The Customer shall notify the Company orally or in writing of any disputed items prior to the Delinquent date.

2.12.10 Any objection to billed charges should be reported to the Company as soon as possible.

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

2.12.12 Questions regarding the Company's Local or Interexchange Services or charges assessed to a Customer's bill may be directed to the Company's Customer Service Department at 1-855-482-RACK(7225). The Company shall investigate the particular case and report the results to the Customer. During the period that the disputed amount is under investigation, the Company shall not pursue any collection procedures or assess late fees with regard to the disputed amount. The Customer shall be required to pay the undisputed part of the bill, and if not paid, the Company may discontinue Service. In the event the disputed charges are not resolved, the Company shall inform the Customer that the Customer may utilize the complaint procedures of the Commission's Office of Customer Protection. The Company shall provide the Customer with the following information:

Public Interest Center  
The Public Utilities Commission of Ohio  
180 E. Broad St.  
Columbus, OH 43215-3793

2.12.13 For Carrier Access Service, if a billing dispute arises, the Customer must remit payment to the Company for the undisputed portion of the bill. The Company will ask the Company's billing agent to provide to the Customer the data used to prepare the disputed

parts of the bill. The Customer may review the data and may appeal a disputed billing amount to the Company's billing agent. A disputed amount that is not appealed to the billing agent within 20 days of the Customer's receipt of the data from the billing agent will become due and payable immediately. The Customer may provide records to the billing agent to substantiate its dispute. The Company's billing agent will make the final decision about any disputed amounts.

## **2.13 Taxes, Fees and Assessments**

2.13.1 Sales, use, gross receipts, excise or other local, state and federal taxes, charges or assessments, may be imposed on or based upon the provision, sale or use of the Company's Services in accordance with state and federal law.

2.13.2 To extent allowed by law, all state and local sales taxes will be listed as separate line items on the Customer's bill and are not included in the quoted rate(s).

2.13.3 Taxes shall be billed to the Customers receiving Service(s) within the territorial limits of the state, county, city or other taxing authority assessing the taxes. Any taxes imposed by a local jurisdiction (e.g. County and municipal taxes) will only be recovered from those Customers residing in the affected jurisdictions. The billing shall allocate the tax, charge and/or assessment among Customers uniformly on the basis of each Customer's monthly charges for the types of Service made subject to such tax, charge and/or assessment.

2.13.4 The Customer is responsible for the payment of any sales, use gross receipts, excise, access or other local, state and federal taxes, assessments, charges or surcharges (including 9-1-1 surcharges) excluding taxes on the Company's net income assessed in conjunction with Service used.

2.13.5 It shall be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively.

2.13.6 Other taxes, municipal fees, and assessment shall be identified on the Customer's bill and shall not be included in the quoted rate(s).

## **2.14 9-1-1 Emergency Service Fee and Equalization Surcharge**

2.14.1 The 9-1-1 Emergency Service Fee is a fee that must be collected from End Users and remitted to the local 9-1-1 entities. The assessment amount varies by 9-1-1 jurisdiction and type of Service. The assessment amount will be collected monthly by the

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Company based on the 9-1-1 jurisdiction's fee for each exchange access line and/or arrangement in addition to the monthly rate for Basic Local Service.

2.14.2 The Company will collect and remit to the State of Ohio the 9-1-1 Equalization Surcharge based on its intrastate toll charges as required by state law.

## **2.15 This Section Intentionally Left Blank**

## **2.16 Municipal Franchise Fees**

2.16.1 All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items on the Customer's bill and are not included in the quoted rates and charges set forth in this tariff. To the extent that a municipality, other political subdivision or local agency of government, or Commission imposes upon and collects from the Company a gross receipts tax, sales tax, occupation tax, license tax, permit fee, rights-of-way fee, franchise fee, or other regulatory fee or tax, such and fees and taxes shall, insofar as practicable and allowed by law, be billed pro rata to Customers receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government. It shall be the responsibility of the Customer to pay any such taxes and fees that subsequently become applicable retroactively.

## **2.17 Customer Line Charge**

2.17.1 The customer line charge ("CLC") is assessed on all business and residential local lines. The charge reimburses the Company for ILEC Customer Line Charges and other expenditures associated with the provision of the telephone infrastructure that enables End Users to make and receive interstate long distance calls.

## **2.18 Equipment**

2.18.1 The Company's Facilities and Service(s) may be used with or terminated in Customer-provided Terminal Equipment or Customer-provided telecommunications systems, such as a telephone set. Such Terminal Equipment shall be furnished and maintained at the expense of the Customer. The Customer is responsible for all costs at its Premises, including personnel, wiring, electrical power, and the like, incurred in the use of the equipment which shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry as endorsed by the Federal Communications Commission.

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**2.19 Installation**

2.19.1 Service is installed upon mutual agreement between the Customer and the Company. The service agreement does not alter rates specified in this Tariff.

**2.20 Cancellation of Service by Customer**

2.20.1 A Customer may cancel Service, at any time, by providing written or oral notice to the Company.

2.20.2 The Customer may cancel applications for Service prior to the start of Service. No charges will be imposed except for those specified below.

(A) The cancellation charge shall be all Non-Recurring Charges reasonably expended by the Company to establish Service to the Customer.

(B) Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the Service or in preparing to install the Service that it otherwise would not have incurred, the Customer's responsibility shall be limited to a charge equal to the costs the Company incurred, less net salvage. In no case shall this charge exceed the sum of the charge for the minimum period of Service ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had Service begun.

2.20.3 If a Customer cancels a Service Order or terminates Services before the completion of the term, after the start of Service, for any reason whatsoever other than a Service interruption, the Customer will receive a refund, from the Company, within thirty (30) days of cancellation.

(A) The refund will be prorated according to the fraction of unused prepaid Monthly Recurring Charges for Service.

(B) The installation fee will not be refunded.

**2.21 Termination or Discontinuance of Service**

The Company for any of the following reasons may terminate 2.21.1 Service:

(A) Connection of Service without authority;

(B) Reconnection of Service without authority; or

(C) Where there are instances of tampering with the Company's equipment, evidence of theft of Service, or other acts to defraud the Company.

(D) Unauthorized use of telephone utility equipment in a manner that creates an unsafe condition or creates the possibility of damage or destruction to such equipment;

(E) Nonpayment of any undisputed Delinquent charge or bill within the period prescribed in the Company's Tariff;

(F) Excessive or improper use of Telecommunications Services, or used in such manner as to interfere with reasonable Service to other Customers.

(G) Failure to substantially comply with terms of a settlement agreement;

(H) Refusal after reasonable notice to permit inspection, maintenance or replacement of telephone utility equipment;

(I) Upon material misrepresentation of identify in obtaining telephone utility Service; and

(J) Violation of or noncompliance with any provision of law, Commission rules and regulations or the Company's approved Tariffs.

2.21.2 If requested by the Customer, the Company shall provide additional documentation to the Customer stating the reason(s) for termination of Service.

2.21.3 The suspension or discontinuance of Service(s) by the Company pursuant to this section does not relieve the Customer of any obligation to pay the Company for charges due and owing for Service(s) furnished during the time of or up to suspension or discontinuance.

2.21.4 Upon the Company's discontinuance of Service to the Customer under this Section, all applicable charges shall become due. This is in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this Tariff.

2.21.5 Residential Service may be discontinued during normal Business Hours on or after the date specified in the notice of discontinuance. Service shall not be discontinued on a weekend, holiday, or the day before a weekend or a holiday unless the Company's offices are available to facilitate reconnection of Service.

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2.21.6 The Company will not suspend or discontinue service if the Customer, before the date of suspension or disconnection, establishes that suspension or disconnection will prevent the Customer from summoning emergency medical help for someone who is seriously ill residing at the residence.

(A) Each time a Customer seeks to avoid disconnection of service under this subsection, the Customer before the date of disconnection, shall:

(1) have the person's attending physician (for purposes of this subsection, the term "physician" shall mean any public health official, including, but not limited to, medical doctors, doctors of osteopathy, nurse practitioners, registered nurses, and any other similar public health official) contact the utility by the stated date of disconnection;

(2) have the person's attending physician submit a written statement to the utility; and

(3) enter into a deferred payment plan.

(B) The prohibition against suspension or disconnection provided by this subsection shall last 63 days from the issuance of the utility bill or a shorter period agreed upon by the utility and the customer or physician.

## **2.22 Disconnection Notice**

2.22.1 The Company will comply with the Commission's rules pertaining to disconnection notices.

## **2.23 Reconnection of Service**

2.23.1 If Service has been Disconnected for nonpayment or as otherwise provided herein and the Customer wishes it reinstated, Service shall be restored when all past due amounts are paid or the event giving rise to the discontinuance (if other than nonpayment) is corrected.

2.23.2 The Service of Customers who fails to make payment properly will be suspended on the date provided in the Disconnection Notice. After the Disconnection date, Customers who fail to make payment properly must apply as a new customer in order to regain Service.

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## **2.24 Customer Service**

2.24.1 The Company shall maintain a toll-free number to enable Customers to contact the Company regarding, but not limited to, inquiries related to billing, making Customer Trouble Reports, making oral cancellation of Service, etc.

2.24.2 The Company's offices will be closed and customer service is not available during Non-business Hours.

## **2.25 Exchange Listing**

2.25.1 The Company adopts all maps and exchange listings of Frontier North, Inc., Windstream Western Reserve, and The Ohio Bell Telephone Company within the state of Ohio.

## **2.26 Customer Equipment and Channels**

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

### **2.26.2 Station Equipment**

(A) Terminal equipment on the user's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the user. The user is responsible for the provision of wiring or cable to connect its Terminal Equipment to the Company MPOP.

(B) The Customer is responsible for ensuring that Customer-Provided Equipment connected to Company equipment and Facilities is compatible with such equipment and Facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense, subject to prior Customer approval of the equipment expense.

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### 2.26.3 Interconnection of Facilities

**SECTION 2.26.3 IS AVAILABLE ONLY TO CARRIERS THAT ARE CERTIFIED BY THE OHIO PUBLIC SERVICE COMMISSION TO PROVIDE LOCAL EXCHANGE SERVICES.**

(A) Local Traffic Exchange provides the ability for another Local Exchange Provider to terminate local traffic on the Company's network. In order to qualify for Local Traffic Exchange the call must: (a) be originated by an End User of a company that is authorized by the Public Utilities Commission of Ohio to provide Local Exchange Service; (b) originate and terminate within a local calling area of the Company.

(B) Any special interface equipment necessary to achieve compatibility between the Facilities and equipment of the Company used for furnishing Communications Services and the channels, Facilities, or equipment of others shall be provided at the Customer's expense.

(C) Communications Services may be connected to the Services or Facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the Tariffs of the other communications carriers that are applicable to such connections.

(D) Facilities furnished under this Tariff may be connected to Customer provided Terminal Equipment in accordance with the provisions of this Tariff. All such Terminal Equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all user-provided wiring shall be installed and maintained in compliance with those regulations.

### 2.26.4 Inspections

(A) Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.26.3(B) for the installation, operation, and maintenance of Customer-provided Facilities, equipment, and wiring in the connection of Customer-provided Facilities and equipment to Company-owned Facilities and equipment.



(B) If Customer-Provided Equipment is not in compliance with the protective requirements, the Company may take such action as it deems necessary to protect its Facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of Service, to protect its Facilities, equipment and personnel from harm.

(C) If harm to the Company's network, personnel or a Service is imminent, the Company reserves the right to shut down Customer's Service immediately, with no prior notice required.

## **2.27 Allowances for Interruptions in Service**

### **2.27.1 General**

(A) A credit allowance will be given when Service is interrupted, except as specified in Section 2.27.2 following. A Service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this Tariff.

(B) An interruption period begins when the Customer reports a Service, Facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the Service, Facility or circuit is operative.

(C) If the Customer reports a Service, Facility or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its Premises for test and repair by the Company, the Service, Facility or circuit will be 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.

(D) The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the Premises of the Customer when the Service difficulty or trouble report results from the use of equipment or Facilities provided by any party other than the Company, including but not limited to the Customer.

### **2.27.2 Limitations of Allowances**

No credit allowance will be made for any interruption in Service:

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- (A) Due to the negligence of or noncompliance with the provisions of this Tariff by any person or entity other than the Company, including but not limited to the Customer, Authorized User, or joint user;
- (B) Due to the failure of power, equipment, systems, connections or Services not provided by the Company;
- (C) Due to circumstances or causes beyond the reasonable control of the Company;
- (D) During any period in which the Company is not given full and free access to its Facilities and equipment for the purposes of investigating and correcting interruptions;
- (E) A Service will not be deemed to be interrupted if a Customer continues to voluntarily make use of such Service. If the Service is interrupted, the Customer can get a Service credit, use another means of communications provided by the Company, or utilize another Service provider;
- (F) During any period when the Customer has released Service to the Company for maintenance purposes or for implementation of a Customer order for a change in Service arrangements;
- (G) That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- (H) That was not reported to the Company within thirty (30) days of the date that Service was affected.

#### 2.27.3 Use of Another Method of Communications

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative Service used.

#### 2.27.4 Application of Credits for Interruptions in Service

- (A) Credits for interruptions in Service that is provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the

proportionate charge to the Customer for the period of Service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those Facilities on the interrupted portion of the circuit will receive a credit.

(B) For calculating credit allowances, every month is considered to have thirty (30) days.

(C) A credit allowance will be given for interruptions of thirty (30) minutes or more. Two or more interruptions of fifteen (15) minutes or more during any one 24-hour period shall be combined into one cumulative interruption.

(D) Interruptions of 24 Hours or Less

<b>Length of Interruption</b>	<b>Amount of Service To Be Credited</b>
Less than 30 minutes	None
30 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

(E) 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.

(F) Interruptions Over 72 Hours

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

#### 2.27.5 Cancellation For Service Interruption

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

### 2.28 Customer Liability for Fraud and Unauthorized Use of the Network

2.28.1 The Customer is liable for the unauthorized use of the network obtained through the fraudulent use of a Company calling card, if such a card is offered by the Company, or an accepted credit card, provided that the unauthorized use occurs before the Company has been notified.

2.28.2 A Company calling card is a telephone calling card issued by the Company at the Customer's request, which enables the Customer or user(s) authorized by the Customer to place calls over the Network and to have the charges for such calls billed to the Customer's account.

2.28.3 An accepted credit card is any credit card that a cardholder has requested or applied for and received, or has signed, used, or authorized another person to use to obtain credit. Any credit card issued as a renewal or substitute in accordance with this paragraph is an accepted credit card when received by the cardholder.

2.28.4 The Customer must give the Company written or oral notice that an unauthorized use of a Company calling card or an accepted credit card has occurred or may occur as a result of loss, and/or theft.

2.28.5 The Customer is responsible for payment of all charges for calling card services furnished to the Customer or to users authorized by the Customer to use Service provided under this Tariff, unless due to the negligence of the Company. This responsibility is not changed due to any use, misuse, or abuse of the Customer's Service or Customer-Provided Equipment by third parties, the Customer's employees, or the public.

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**SECTION 3 - NETWORK SERVICES DESCRIPTIONS****3.1 General**

3.1.1 The following Network Services are available to business/enterprise Customers and for resale by other carriers certificated by the Commission:

- (A) Standard Business Line Service
- (B) Optional Calling Features

3.1.2 The following Service is available to Interexchange Carriers for the combination of Carrier Common Line Access, Local Transport, and End Office Switching to enable IXC's to originate or terminate long distance calls to Customers of the Company.

- (A) Carrier Access

3.1.3 All Services offered in this Tariff are subject to Service Order and change charges where the Customer requests new Services or changes in existing Services, as well as indicated Non-Recurring and Monthly Recurring Charges. Charges for Local Calling Services may be assessed on a measured rate basis and are additional to Monthly Recurring Charges shown for Business or Residence lines.

3.1.4 Emergency Services Calling Plan

(A) Access (at no additional charge) to the local operator or emergency services bureau by dialing 0- or 9-1-1 is offered at no charge to the Customer.

(B) Message toll telephone calls, to governmental emergency service agencies as set forth in (1) following, having primary or principal responsibility with respect to the provision of emergency services to persons and property in the area from which the call is made, meeting the definition and criteria of an emergency call as set forth in (2) following are offered at no charge to Customers:

- (1) Governmental fire fighting, police, and emergency squad service (as designated by the appropriate governmental agency) qualify as governmental emergency service agencies provided they answer emergency service calls on a personally attended (live) twenty-four (24) hour basis, three hundred sixty-five (365) days a year, including holidays.

(2) An emergency is an occurrence or set of circumstances in which conditions pose immediate threat to human life, property, or both and necessitate that prompt action be taken. An emergency call is an originated call of short duration to a governmental emergency services agency in order to seek assistance for such an emergency.

### **3.2 Call Timing for Usage Sensitive Services**

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

3.2.1 Calls are measured in durational increments identified for each Service. All calls that are fractions of a measurement increment are rounded-up to the next whole unit.

3.2.2 Timing on completed calls begins when the called party answers the call. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s).

3.2.3 Timing terminates on all calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier.

3.2.4 Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.

3.2.5 All times refer to local time of the calling party.

### **3.3 Distance Calculations**

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

3.3.1 Distance between two points is measured as airline distance between the rate centers of the originating and terminating telephone lines. The rate center is a set of geographic coordinates, as referenced in Local Exchange Routing Guide issued by Bellcore, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number). Where there is no telephone number associated with an access line on the Company's network (such as a dedicated 800 or WATS access line), the Company will apply the rate center of the Customer's main billing telephone number.

3.3.2 The airline distance between any two-rate centers is determined as follows:

Step 1: Obtain the “V” (vertical) and “H” (horizontal) coordinates for each Rate Center from the above-referenced Bellcore document.

Step 2: Compute the difference between the “V” coordinates of the two rate centers; and the difference between the two “H” coordinates.

Step 3: Square each difference obtained in step (b) above.

Step 4: Add the square of the “V” difference and the square of the “H” difference obtained in step C) above.

Step 5: Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.

Step 6: Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

3.3.3 The formula for distance calculations is:

$$\sqrt{\frac{(V_1V_2)^2 + (H_1H_2)^2}{10}}$$

### 3.4 Rate Periods for Time of Day Sensitive Services

3.4.1 For time of day, usage sensitive Services, the following rate periods apply unless otherwise specified in this Tariff:

	MON	TUE	WED	THU	FRI	SAT	SUN
8:00 AM TO 5:00 PM*	DAYTIME RATE PERIOD						
5:00 PM TO 11:00 PM*	EVENING RATE PERIOD						EVE
11:00 PM TO 8:00 AM*	NIGHT/WEEKEND RATE PERIOD						

\* Up to but not including.

3.4.2 Calls are billed based on the rate in effect for the actual time period(s) during which the call occurs. Calls that cross rate period boundaries are billed the rates in effect in that boundary for each portion of the call, based on the time of day at the Customer location.

3.4.3 For Services subject to holiday discounts, the following are Company recognized national holidays, determined at the location of the calling station. The evening rate is used on national holidays, unless a lower rate normally would apply.

New Year's Day	January 1
Presidents' Day	As Federally Observed
Memorial Day	As Federally Observed
Independence Day	July 4
Labor Day	As Federally Observed
Thanksgiving Day	As Federally Observed
Christmas Day	December 25

### 3.5 Standard Business Line

3.5.1 The Standard Business Line provides a Customer with a single, analog, voice-grade telephonic communications channel that can be used to place or receive one call at

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a time. Standard Business Lines are provided for the connection of Customer-provided wiring and single station sets or facsimile machines. An optional per line Hunting feature is available for multi-line Customers which routes a call to an idle station line in a prearranged group when the called station line is busy.

### 3.6 Optional Calling Features

3.10.1 The Company offers the features listed in Section 3.11.2 to Business/Enterprise Customers. Refer to Price Lists in this Tariff for specific features offered with each type of Local Exchange Service. The features in this section are made available on an individual basis or as part of multiple feature packages. All features are provided subject to availability. Certain features may not be available with all classes of Service. Transmission levels for calls forwarded or calls placed or received using optional calling features may not be acceptable in some cases.

#### 3.10.2 Feature Descriptions

**Enhanced Call Forwarding:** Provides End User control for call forwarding capabilities via dial-accessed voice prompt menus. Customers may forward calls to a primary local or long distance. The End User may specify a secondary location for routing of go unanswered at the forward-to location or reach a busy signal. This secondary location may be another telephone number, pager or voice messaging Service. Other Capabilities included with this feature include speed forwarding, priority screening, ring control and timed forwarding.

It is the responsibility of the Customer to subscribe to the telephone number, pager or voice messaging Service used as the secondary location.

**Enhanced Call Forwarding with Audio Calling Name:** Provides all of the functionality of Enhanced Call Forwarding. Also permits the End User to receive the Directory Name of the party's whose call was forwarded to primary number. In some situations, the End User may hear the calling party's city and state or telephone number, depending on available call data.

**Enhanced Call Forwarding Plus:** Provides all of the functionality of Enhanced Call Forwarding. Also includes an additional telephone number with directory listing and distinctive ringing for calls placed to the additional number. Enhanced Call Forwarding Plus allows parties to reach the End User's location when FCF is active and all calls to the End User's main telephone number would normally forward. Calls to the additional number do not forward even when Enhanced Call Forwarding is active.

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**Enhanced Call Forwarding Plus with Audio Calling Name** - Provides all of the functionality of Enhanced Call Forwarding Plus including the additional telephone number with listing and distinctive ringing. Also permits the End User to receive the Directory Name of the party's whose call was forwarded to primary number. In some situations, the End User may hear the calling party's city and state or telephone number, depending on available call data.

**Call Forwarding Variable** - Permits the End User to automatically forward (transfer) all incoming calls to another telephone number, and to restore it to normal operation at their discretion. The End User must dial an activation code from his/her exchange line along with the forward-to number in order to turn the feature on. A separate code is dialed by the End User to deactivate the feature.

**Call Forwarding Variable, Remote Access** - Permits the End User to automatically forward (transfer) all incoming calls to another telephone number, and to restore it to normal operation at their discretion. The End User must dial an activation code along with the forward-to number in order to turn the feature on. A separate code is dialed by the End User to deactivate the feature. Feature activation may be performed from the End-User's exchange line or remotely from some other line. Remote access requires the End User to 1) dial a special access number 2) enter their seven-digit telephone number and 3) enter a personal identification number prior to forwarding their calls.

**Call Forwarding Don't Answer, Basic:** Permits the forwarding of incoming calls when the End User's line remains unanswered after a pre-designated ringing interval. The ringing interval before forwarding and the forward-to number are fixed by the Service Order.

**Call Forwarding Don't Answer w/ Ring Control:** Permits the forwarding of incoming calls when the End User's line remains unanswered after a pre-designated ringing interval. The forward-to number is fixed by the Service Order. However, the End User has the ability to change the time interval before forwarding occurs at his/her discretion.

**Call Forwarding Don't Answer w/ Customer Control:** Permits the forwarding of incoming calls when the End User's line remains unanswered after a pre-designated ringing interval. The ringing interval before forwarding and the forward-to number are fixed by the Service Order. However, the End User has the ability to turn the feature on or off at his/her discretion.

**Call Forwarding Busy Line, Basic:** Permits the forwarding of incoming calls when the End User's line is busy. The forwarded number is fixed by the End User Service Order.

**Call Forwarding Busy Line w/ Customer Control:** Permits the forwarding of incoming calls when the End User's line is busy. The forwarded number is fixed by the End User Service Order. However, the End User has the ability to turn the feature on or off at his/her discretion.

**Call Waiting - Basic:** Call Waiting provides a tone signal to indicate to a Customer already engaged in a telephone call that a second caller is attempting to dial in. It permits the Customer to place the first call on hold, answer the second call and then alternate between both callers. Cancel Call Waiting is provided with the feature and allows a Call Waiting End User to disable the Call Waiting feature for the duration of a single outgoing telephone call. Cancel Call Waiting is activated by dialing a special code prior to placing a call, and is automatically deactivated when the Customer disconnects from the call.

**Call Waiting - Deluxe:** Allows the End User to control the treatment applied to incoming calls while the Customer is off-hook on an existing call. This feature includes the capabilities of Call Waiting Basic plus additional call treatment options. Treatment options offered with Call Waiting Deluxe include:

- \* - Answer the waiting call and placing the first party on hold;
- \* - Answer the waiting call and disconnecting from the first party;
- \* - Direct the waiting caller to hold via a recording
- \* - Forward the waiting caller to another location (e.g., voice mailbox or telephone answering service)

Full utilization of Call Waiting Deluxe requires specialized CPE not provided by the Company. It is the responsibility of the Customer to provide the necessary CPE. The End User must have Caller ID Basic or Deluxe for display of calling party identification information for waiting calls. The End User must have a Call Forwarding Don't Answer feature active in order to forward a waiting call to another location.

**Call Waiting - Deluxe with Conferencing:** Provides all of the functionality of Call Waiting Deluxe. Also permits the End User to conference a waiting call with an existing call (first party) and, if desired, subsequently drop either leg of the conference call.

**Caller ID - Basic:** Permits the End User to view a Directory Number of the calling party on incoming telephone calls. Information is displayed on a specialized CPE not provided by the Company. The feature also provides the date and time of each incoming call. It is the responsibility of the Customer to provide the necessary CPE.

**Caller ID - Deluxe:** Permits the End User to view a Directory Name and Directory Number of the calling party on incoming telephone calls. Information is displayed on a

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specialized CPE not provided by the Company. The feature also provides the date and time of each incoming call. It is the responsibility of the Customer to provide the necessary CPE. In some situations, the calling party's city and state may be displayed rather than a Directory Name, depending on available call data.

**Anonymous Call Rejection:** Permits the end -user to automatically reject incoming calls when the call originates from a telephone number that has blocked delivery of its calling number (see Calling Number Delivery Blocking). When active, calls from private numbers will be routed to a special announcement then terminated. The feature may be turned on or off by the End User by dialing the appropriate feature control code. Anonymous Call Rejection is offered as a stand-alone feature or as an add-on to Caller ID Deluxe.

**Call Block:** Allows the End User to automatically block incoming calls from up to ten End User pre-selected telephone numbers programmed into the feature's screening list. Callers whose numbers have been blocked will hear a recorded message stating that their call has been blocked. The End User controls when the feature is active, and can add or remove calling numbers from the features screening list.

**Call Return:** allows the Customer to return a call to the last incoming call whether answered or not. Upon activation, it will re-dial the number automatically and continue to check the number every 45 seconds for up to 30 minutes if the number is busy. The Customer is alerted with a distinctive ringing pattern when the busy number is free. When the Customer answers the ring, the call is then completed. The calling party's number will not be delivered or announced to the call recipient under any circumstances.

**Call Selector:** Allows a Customer to assign a maximum of 15 telephone numbers to a special list. The Customer will hear a distinctive ring when calls are received from telephone numbers on that list.

**Call Trace:** Allows the tracing of nuisance calls to a specified telephone number suspected of originating from a given local office. The tracing is activated upon entering the specified dial code. The originating telephone number, outgoing trunk number or terminating number, and the time and date are generated for every call to the specified telephone number can then be identified.

**Calling Number Delivery Blocking:** Prevents the delivery, display and announcement of the End User's Directory Number and Directory Name on all calls dialed from an exchange Service equipped with this option. When active, the End User's telephone name and number will not appear on the called party's Caller ID CPE or be disclosed in another way. The feature is available on a per-call or per line basis. With per call Calling Number

Delivery Blocking, it is necessary for the End User to dial an activation code prior to placing the call. With the per line version of the feature, all calls are placed with the End User's number blocked. Per line End Users must dial an activation code prior to utilization.

**Message Waiting Indication:** Provides the End User with an audible (stutter dial tone) or visual (lamp or other CPE display) indication that messages are waiting to be retrieved. Message Waiting Indication can only be activated/deactivated by a voice mailbox or other voice messaging service provided by the Company or third party. It is the responsibility of the Customer to subscribe to a compatible voice messaging service. Visual Message Waiting Indication requires specialized CPE not provided by the Company. It is the responsibility of the Customer to provide the necessary CPE.

**Multiple Directory Number Distinctive Ringing:** This feature allows an End User to determine the source of an incoming call from a distinctive ring. The End User may have up to two additional numbers assigned to a single line (i.e. Distinctive Ringing - First Number and Distinctive Ringing - Second Number). The designated primary number will receive a normal ringing pattern; other numbers will receive distinctive ringing patterns. The pattern is based on the telephone number that the calling party dials.

**Selective Call Forwarding:** Permits the End User to automatically forward to another number calls received from up to six End User pre-selected telephone numbers programmed into the features screening list. The End User controls when the feature is active, the forward-to numbers and can add or remove calling numbers from the feature's screening list.

**Repeat Dialing:** Permits the End User to have calls automatically re-dialed when the first attempt reaches a busy number. The line is checked every 45 seconds for up to 30 minutes and alerts the Customer with a distinctive ringing pattern when the busy number and the Customer's line are free. The Customer can continue to make and receive calls while the feature is activated. The following types of calls cannot be reached using Repeat Dialing:

- \* - Calls to 800 Service numbers
- \* - Calls to 900 Service numbers
- \* - Calls preceded by an Interexchange Carrier access code
- \* - International Direct Distance Dialed calls
- \* - Calls to Directory Assistance
- \* - Calls to 911

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**Speed Calling:** Permits the Customer to place calls to other telephone numbers by dialing a one or two digit code rather than the complete telephone number. The feature is available as either an eight (8)-code list or a thirty (30)-code list. Code lists may include local and/or toll telephone numbers. The Customer has the ability to add or remove telephone numbers and codes to/from the speed calling list without assistance from the Company.

**Three Way Calling:** Permits the End User to add a third party to an established connection. When the third party answers, a two-way conversation can be held before adding the original party for a three-way conference. The End User initiating the conference controls the call and may disconnect the third party to reestablish the original connection or establish a connection to a different third party. The feature may be used on both outgoing and incoming.

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### **3.7 Listing Services**

3.7.1 For each Customer of Company-provided Exchange Service(s), the Company shall arrange for the listing of the Customer's main billing telephone number in the directory (ies) published by the dominant Local Exchange Carrier in the area at no additional charge. At a Customer's option, the Company will arrange for additional listings for an additional charge.

#### **3.7.2 Non-Published Service**

This optional Service provides for suppression of printed and recorded directory listings. A Customer's name and number do not appear in printed directories or Directory Assistance Bureau records.

#### **3.7.3 Non-Listed Service**

This optional Service provides for suppression of printed directory listings only. Parties may still obtain the Customer's number by calling the Directory Assistance Bureau.

### **3.8 Non-Recurring Charges**

3.8.1 Non-Recurring Charges apply to each line or trunk installed for the Customer. Non-Recurring Charges for Service apply to the ordering, installing, moving, changing, rearranging or furnishing of Telecommunications Services or Facilities. Service charges are categorized as follows:

3.8.2 Activation Fee – An Activation Fee will apply when a Customer initiates Service for the first time, when a Customer reapplies for Service after having been Disconnected by the Company or after choosing to discontinue Service with the Company.

(A) The Activation Fee may be paid in either of two ways:

(1) One-Time Payment – The full Activation Fee is paid in one lump-sum payment in addition to and at the time of payment of the first month's Monthly Recurring Charge and all applicable charges for Optional Services or Features.

(2) Deferred Payment – Part of the Activation Fee is paid in addition to and at the time of payment of the first month's Monthly Recurring Charge and all applicable charges for Optional Services or Features. The remainder of the Activation Fee is paid in addition to and at the time of payment of the second month's billing.

3.8.3 Line Connection Charge - Applies for establishing an exchange access line or trunk. The charge includes Service Ordering, Central Office work, exchange access line work and a standard voice miniature six-position network interface.

3.8.4 Line Change Charge - Applies per line to miscellaneous customer requested changes on existing Service for, but not limited to, number changes and suspend/restore.

3.8.5 Premises Work Charge - A Non-Recurring Charge based on the labor time and miscellaneous material required to perform customer requested work such as rearranging the drop wire, protector and/or network interface.

3.8.6 Secondary Service Charge - Applies per customer request for the receiving, recording, and processing of customer requests to change Services or add new or additional Services.

3.8.7 Restoration of Service - A restoration charge applies to the restoration of suspended Service and Facilities because of nonpayment of bills and is payable at the time that the restoration of the suspended Service and Facilities is arranged. The restoration charge does not apply when, after Disconnection of Service, Service is later re-installed.



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## **SECTION 4 – LONG DISTANCE SERVICES**

### **4.1 General**

4.1.1 Customers may subscribe to intraLATA and interLATA long distance Services offered by the Company. Customers have the option of selecting another carrier as their primary intraLATA and/or interLATA long distance carrier if requested.

### **4.2 End User Access**

4.2.1 This Service provides for the use of an End User Common Line (“local loop”) to originate or terminate interstate long distance calls. A Monthly Recurring Charge applies to each local access line for this Service.

4.2.2 End Users may select and designate to the Company an Interexchange Carrier (“IXC”) to access, without an access code, for intrastate calls. End Users may select a primary IXC for all of its lines, or a different IXC for each of its lines (only one IXC may be selected for each line or lines terminating the same hunt group. If an End User fails to designate an IXC prior to the date of Local Exchange Service installation, the Company will require the End User to dial an access code (i.e. 10XXX) for all long distance calls. After the End User’s initial selection of a predesignated IXC or the designation that they do not want to presubscribe to any IXC, a Non-Recurring Charge, as set forth below, will apply for any change in selection; however, such charge shall not exceed the amount charged to the Company by a reselling local exchange carrier (LEC) for a local presubscribed interexchange carrier (LPIC) change.

### **4.3 IntraLATA Long Distance Services**

4.3.1 Long Distance Services are available from the Company pursuant to terms, conditions, regulations and rates as provided for in its P.U.C.O. Tariff No. 1. Service is available for use by Customers twenty-four (24) hours a day. The Company’s Long Distance Service enables a User of an exchange access line to place calls to any station on the Public Switched Telephone Network bearing an NPA-NXX designation associated with points outside the Customer’s Local Calling Area. Such Service is offered for both intraLATA and interLATA calling. Customers must arrange for intraLATA and interLATA Service from the Interexchange Carriers of their choice. Customers may choose the Company as their carrier for intraLATA calls or interLATA calls.

#### **4.3.2 IntraLATA Calling Plan**

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The Company's intraLATA Calling Plan is an optional expanded local calling plan that provides unlimited, Direct Distance Dialing (DDD), intrastate calling within the Customer's LATA for a flat monthly rate, in addition to the regular monthly rate.

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**SECTION 5 – MISCELLANEOUS****5. Discontinuation of Service**

5.1. The Company may discontinue the furnishing of any and/or all Service(s) to a Customer, without incurring any liability:

(A) Immediately and without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, Facilities or Services. The Company may discontinue Service pursuant to this sub-section if

(1) The Customer refuses to furnish information to the Company regarding the Customer's credit-worthiness, its past or current use of Common Carrier communications Services or its planned use of Service(s); or

(2) The Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of Common Carrier communications Services, or its planned use of the Company's Service(s); or

(3) The Customer states that it will not comply with a request of the Company for security for the payment for Service(s) in accordance with Sections 8.8 or 8.9 above; or

(4) The Customer has been given written notice by the Company of any past due amount (which remains unpaid in whole or in part) for any of the Company's other Common Carrier communications Services to which the Customer either subscribes or had subscribed or used; or

(5) The Customer uses Service to transmit a message, locate a person or otherwise give or obtain information without payment for the Service;

(6) The Customer uses, or attempts to use, Service with the intent to avoid the payment, either in whole or in part, of the Tariffed charges for the Service by:

(a) Using or attempting to use Service by rearranging, tampering with, or making connections to the Company's Service not authorized by this Tariff; or

(b) Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or

(c) Any other fraudulent means or devices.

(B) Immediately upon written notice to the Customer of any sum thirty (30) days past due;

(C) Immediately upon written notice to the Customer, after failure of the Customer to comply with a request made by the Company for security for the payment of Service in accordance with Section 8.8 or 8.9, above; or

(D) Seven (7) days after sending the Customer written notice of noncompliance with any provision of this Tariff if the noncompliance is not corrected within that seven (7) day period. The discontinuance of Service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the Company for charges due and owing for Service(s) furnished up to the time of discontinuance.

## 5.2 Changes in Service Requested

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

(A) When placing an order for either Direct Connect Service or Tandem Connect Service, the Customer shall provide all standard ASR ordering information as specified in industry guidelines. The Customer will also be required to provide this information to order additional Service for an existing Service type. For new Customers ordering Tandem Connect Service, the Customer will only be required to complete an ASR for installation of new Service.

**5.3. 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).

(A) Installation of Service: Non-Recurring Charges apply to each Switched Access Service installed. The charge is applied per line or trunk.

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**5.4. Individual Case Basis Arrangements**

Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a Service offered under this Tariff. Rates quoted in response to such competitive requests may be different than those specified for such Service in this Tariff. Individual Case Base (ICB) rates will be offered to the Customer in writing.

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**SECTION 6 - PROMOTIONAL OFFERINGS****6.1 Special Promotions**

6.1.1 The Carrier may from time to time engage in special promotional trial Service offerings of limited duration (not to exceed ninety days on a per Customer basis) designed to attract new Customers or to increase Customer awareness of a particular Tariff offering. Requests for promotional offerings will be presented to the Commission for its review in accordance with rules and regulations established by the Commission, and will be included in the Company's Tariff as an addendum to the Company's price lists.

**6.2 Discounts**

6.2.1 The Company may, from time to time as reflected in the price list, offer discounts based on monthly volume (or, when appropriate, "monthly revenue commitment" and/or "time of day" may also be included in the Tariff).

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**SECTION 7 - DESCRIPTION OF RATES\*****7.1 Basic Local Service Rates****7.1.1 Monthly Recurring Charges**

Business Service	\$27.95 monthly
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**7.1.2 Non-Recurring Charges** Business

Service Ordering Charge	\$25.50
Central Office Connection Charge	\$13.00
Line Connection Charge	\$24.35
Transfer Fee	\$35.00
Conversion Fee	\$60.00
Feature Change	\$10.00
Delinquency Fee	\$ 5.00
Restoration Fee	\$25.00
Directory Assistance Call Completion	\$ 1.99
Local Directory Assistance Move Service	\$ 1.99
Number Change	\$10.00
Service restoration	\$25.00
Trouble Location Charge	\$30.00
Primary Interexchange	\$15.00
Carrier Change Charge	

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\* Rates do not include any Federal, State or Local sales taxes or fees.

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ACCESS SERVICES TARIFF

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OHIO

ACCESS SERVICES TARIFF

of

**XCLUTEL, LLC**

This tariff contains the descriptions, regulations and rates applicable to the furnishing of competitive switched exchange access service and facilities provided by XCLUTEL, LLC (the “Company”) within the State of Ohio. The services offered are provided pursuant to Ohio law. This tariff is on file with the Ohio Public Utilities Commission. Copies may be inspected during normal business hours at the Company’s principal place of business at 3075 Tollview Dr., Rolling Meadows IL 60008.

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Xclutel, LLC  
3075 Tollview Dr.,  
Rolling Meadows IL 60008



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ACCESS SERVICES TARIFF

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**CHECK SHEET**

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

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

\* New or revised page

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ACCESS SERVICES TARIFF

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ACCESS SERVICES TARIFF

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**SYMBOLS**

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

- C      Changed regulation.
- D      Delete or discontinue.
- I      Change resulting in an increase to a customer's bill.
- M      Moved to or from another tariff location.
- N      New
- R      Change resulting in a reduction to a customer's bill.
- T      Change in text

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ACCESS SERVICES TARIFF

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## TARIFF FORMAT

Sheet Numbering - Sheet numbers appear in the upper right corner of the sheet. Sheets are numbered sequentially. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.

A. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each sheet. These numbers indicate the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in its tariff approval process, the most current sheet number on file with the Commission is not always the sheet in effect. Consult the Check Sheet for the sheet currently in effect.

B. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to the next higher level:

- 2.
- 2.1.
- 2.1.1.
- 2.1.1.A.
- 2.1.1.A.1.
- 2.1.1.A.1.(a).
- 2.1.1.A.1.(a).I.(i).
- 2.1.1.A.1.(a).I.(i).
- 2.1.1.A.1.(a).I.(i).I.

C. Check Sheets - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the filing. The Check Sheet lists all sheets contained in the tariff, with the current revision number of each sheet. The tariff user should refer to the latest Check Sheet to find out if a particular sheet is the most current on file with the Commission.

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ACCESS SERVICES TARIFF

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**SECTION 1- DEFINITIONS**

Certain terms used generally throughout this tariff are defined below.

Circuit-Switched: "Circuit-Switched" traffic is traffic that originates from a calling party using non-VoIP customer premises equipment and terminates to a called party using non-VoIP customer premises equipment. All traffic is either Circuit-Switched traffic or VoIP traffic. This tariff applies to both Circuit-Switched traffic and VoIP traffic.

CCS/SS7: Common Channel Switching/Signaling System 7; a switching network and transmission control standard.

Commission: The Ohio Public Service Commission.

Company: Xclutel Inc., issuer of this tariff.

Constructive Order: Use of the Company's service by a party who fails to expressly order service is a constructive order when that party could reasonably expect that the call would be traversing the Company's network or when the party is billing its own customer for the call and the Company's network contributes to the call being completed.

Customer: The person, firm, partnership, corporation or other entity that expressly or constructively orders Service or uses Service or is otherwise responsible for the payment of charges.

Customer Premises: The premises specified by the Customer for termination of access services. Typically, an Interexchange Carrier's Point of Presence.

DS1: Digital Signal Level 1: a dedicated, high capacity, full duplex channel with a line speed of 1.544 Mbps isochronous serial data having a line signal format of either Alternate Mark Inversion (AMI) or Bipolar with 8 Zero Substitution (B8ZS) and either Superframe (D4) or Extended Superframe (ESF) formats. DS1 service has the equivalent capacity of 24 Voice Grade or DS0 services.

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**SECTION 1- DEFINITIONS (Cont'd.)**

End User: Any individual, association, corporation, governmental agency or any other entity that uses telephone exchange or exchange access services of the Company or other Carrier and is not itself a Carrier, except that a Carrier shall be deemed to be an “end user” when it uses a service for administrative purposes (i.e., calls from or to the Carrier’s own employees). In many contexts, the End User is the customer of an Interexchange Carrier (IC) who in turn utilizes the Company's Access services described in this tariff to provide the End User with access to the IC's communication and switching systems. Where the Company is providing local switching, both the End User and the IC will typically be Customers of the Company. Where the Company is not providing local switching, and is instead providing only tandem transport or another access function, the End User will typically be a Customer of the Carrier that is providing local switching, while the IC will still be a Customer of the Company.

End User Premises: The premises specified by the Customer or End User for origination or termination of access services at the End User's physical location. If the End User has a Private Branch Exchange or similar equipment (“PBX”) serving multiple stations in different locations, the location of the End User’s PBX shall be considered the End User Premises.

Feature Group D: a trunk-side switched access connection to the public switched network.

Gbps: Gigabits per second; billions of bits per second.

ICB: Individual Case Basis; standard tariff pricing is not available. Each installation is individually priced and negotiated with the customer.

LATA: Local Access and Transport Area. A geographic area established by the US District Court for the District of Columbia in Civil Action No. 17-49, within which a Local Exchange Company provides communications services.

LEC: Local Exchange Company

Mbps: Megabits per second; millions of bits per second.

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

Meet Point Billing: The arrangement through which multiple Exchange Carriers involved in providing Access Service bill services on a proportional basis under their respective tariffs.

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**SECTION 1- DEFINITIONS (Cont'd.)**

Non-Recurring Charges: One-time initial charges for services or facilities, including but not limited to charges for construction, installation, or special fees, for which the Customer becomes liable at the time service is ordered.

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

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

Query: An inquiry to a database to obtain information, processing instructions or service data.

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

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

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

Station: Refers to telephone equipment or an exchange access line from or to which calls are placed.

Terminal Equipment: Telecommunications devices, apparatus and associated wiring on the Customer- designated premises.

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

VoIP: VoIP traffic is traffic that originates from a calling party using Voice-Over-Internet Protocol (VoIP) customer premises equipment and/or terminates to a called party using VoIP customer premises equipment. All traffic is either Circuit-Switched traffic or VoIP traffic. This tariff applies to both Circuit-Switched traffic and VoIP traffic.

Wireless Provider: Any carrier authorized to operate as a provider of cellular, personal communications, paging or other form of wireless transmission.

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

The Company's services offered pursuant to this Tariff are furnished for Switched Access Service for the origination and termination of intrastate circuit-switched and VoIP long-distance traffic to, from, or through the Company or its subsidiaries and affiliates. Without excluding any other applicable legal authority, this tariff is filed pursuant to Ohio law and any federal law that may apply. The Company may offer these services over its own or resold facilities. Meet point billing applies when the Company provides part of the necessary facilities making up Switched Access Service and other providers provide the remainder of the facilities.

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

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

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

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**SECTION 2- RULES AND REGULATIONS (Cont'd.)**

2.1 Undertaking of Company (Cont'd.)

**2.1.2 Shortage of Equipment or Facilities**

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

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**SECTION 2- RULES AND REGULATIONS (Cont'd.)****2.1 Undertaking of Company (Cont'd.)****2.1.3 Terms and Conditions**

- A. Except as otherwise provided herein, service is provided and billed for a minimum period of one month, and shall continue to be provided until canceled by the Customer, in writing, on not less than 30 days notice. Unless otherwise specified herein, for the purpose of computing charges in this tariff, a month is considered to have 30 days.
- B. Customers seeking to cancel service must first make lawful arrangements with their own customers to either route calls in some way that does not require use of Company's Network or discontinue service dependent on routing calls over the Company's Network. Thus Customers seeking to cancel service must cease routing calls over the Company's network. By originating traffic from or terminating traffic to the Company's network Customer will have constructively ordered the Company's switched access service.
- C. The Customer agrees to operate Company-provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void Company liability for interruption of service and may make the Customer responsible for damage to equipment pursuant to section 2.1.3 .D below.
- D. The Customer agrees to return to the Company all Company-provided equipment delivered to Customer within five (5) days of termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.

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

- A. The liability of the Company for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, errors, other defects, or representations by the Company, or use of these services or damages arising out of the failure to furnish the service whether caused by act or omission, shall be limited to the extension of allowances for interruption as set forth in 2.6 below. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.
- B. With respect to any other claim or suit, by a Customer or by any others, for damages associated with the ordering (including the reservation of any specific number for use with a service), installation (including delays thereof), provision, termination, maintenance, repair interruption or restoration of any service or facilities offered under this tariff, the Company's liability, if any, shall be limited as provided herein.
- C. The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction action, or request of The United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lockouts work stoppages, or other labor difficulties.

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

- D. The Company shall not be liable for (a) any act or omission of any entity furnishing the Company or the Company's Customers' facilities or equipment used for the interconnection with Access Services; or (b) for the acts or omissions of other Common Carriers.
- E. The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.
- F. The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits, or other actions, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, condition, location, or use of any installation or equipment provided by the Company. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this Section as a condition precedent to such installations.
- G. The Company shall not be liable for any defacement of or damage to Customer's Premises resulting from the furnishing of services or equipment on such Premises or the installation or removal thereof, unless such defacement or damage is caused by the gross negligence or willful misconduct of the Company's agents or employees. No agents or employees of other participating Carriers shall be deemed to be agents or employees of the Company.

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

- H. Notwithstanding the Customer's obligations as set forth in Section 2.3 below, the Company shall be indemnified, defended and held harmless by the Customer, and by others authorized by it to use the service, against any claim, loss or damage arising from Customer's use of services furnished under this tariff, including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the material, data, information, or other content transmitted via the Company's service; and patent infringement claims arising from combining or connecting the service offered by the Company with apparatus and systems of the Customer or others; all other claims arising out of any act or omission of the Customer or others, in connection with any service provided by the Company pursuant to this tariff
- I. The Company shall be indemnified and held harmless by the End User against any claim, loss or damage arising from the End User's use of services offered under this tariff including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the End User's own communications; patent infringement claims arising from the End User's combining or connecting the service offered by the Company with facilities or equipment furnished by the End User of another Interexchange Carrier; or all other claims arising out of any act or omission of the End User in connection with any service provided pursuant to this tariff
- J. The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the Customer for the specific services giving rise to the claim, and no action or proceeding against the Company shall be commenced more than one year after the service is rendered.
- K. The Company makes no warranties or representations, express or implied, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.

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

- L. The Company shall not be liable for any act or omission of any other company or companies furnishing a portion of the service, or for damages associated with service, Channels, or equipment which result from the operation of Customer-provided systems, equipment, facilities or service which are interconnected with Company services.
- M. The Company does not guarantee nor make any warranty with respect to service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations. The Customer and End User shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other actions, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to, or death of, any person or persons, or for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, locations or use of service furnished by the Company at such locations.

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

N. The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies, for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as its agent, to the Company's Network. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the Customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with the Company's service, that the signals emitted into the Company's Network are of the proper mode, bandwidth, power, data speed, and signal level for the intended use of the Customer and in compliance with the criteria set forth in Section 2.1.6 following, and that the signals do not damage Company equipment, injure its personnel or degrade service to other Customers. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Company equipment, personnel, or the quality of service to other Customers, the Company, may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's service without liability.

O. **NOTICE CONCERNING ALL TERMS AND CONDITIONS AND RATES**

The Public Utilities Commission of Ohio ("Commission" or "P.U.C.O.") requires that each telephone company's Terms and Conditions comply with and not conflict with regulations found in Ohio Statutes & Codes. Any provision in these Terms and Conditions or rate schedules that conflict with an Ohio statute or P.U.C.O. rule is inapplicable and will not be enforceable. The following regulations apply to telephone utilities and contain provisions that affect matters that commonly appear in telephone utility Terms and Conditions:

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

Subarticle 1 – General

Subarticle 2 – Records and Reports including Complaints, Accidents, Interruption of Service, and Service Reports

Subarticle 3 – Customer Relations including Standards for Customer Deposits, Billing, Denial or Discontinuance of Service, Directories and Termination of Service

Subarticle 4 – Engineering

Subarticle 5 – Inspection and Tests

Subarticle 6 – Standards and Quality of Service

Subarticle 7 – Safety

Subarticle 8 – Telecommunications Relay Service Advisory Committee

This Company agrees that it is responsible for complying with all applicable rules, regulations, and orders of the Public Service Utilities of Ohio and with the Ohio Code. It understands that if it applies or enforces any provision of these Terms and Conditions that is in conflict with a rule, regulation or order of the P.U.C.O. or the Ohio Code, the rule, regulation, order or statute will govern.

**2.1.5 Notification of Service-Affecting Activities**

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

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**SECTION 2- RULES AND REGULATIONS (Cont'd.)****2.1 Undertaking of the Company (Cont'd.)****2.1.6 Provision of Equipment and Facilities**

- A. The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- B. The Company shall use reasonable efforts to maintain facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- C. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.

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**SECTION 2- RULES AND REGULATIONS (Cont'd.)****2.1 Undertaking of the Company (Cont'd.)****2.1.6 Provisions of Equipment and Facilities (cont'd)**

- D. Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.
- E. The Customer shall be responsible for the payment of service charges imposed on the Company by another entity, for visits to the Customer Premises when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.
- F. The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Notwithstanding the above, the Company shall not be responsible for:
  - 1. the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission;
  - 2. the reception of signals by Customer-provided equipment; or
  - 3. network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

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**SECTION 2- RULES AND REGULATIONS (Cont'd.)****2.1 Undertaking of the Company (Cont'd.)****2.1.6 Provisions of Equipment and Facilities (Cont'd.)**

- G. The Company intends to work cooperatively with the Customer to develop network contingency plans in order to maintain maximum network capability following natural or man-made disasters that affect telecommunications services.
- H. The Company reserves the reasonable right to assign, designate or change telephone numbers, any other call number designations associated with Access Services, or the Company serving central office prefixes associated with such numbers, when necessary in the conduct of its business.

**2.1.7 Non-routine Installation**

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

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

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

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

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

**2.1.9 Ownership of Facilities**

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

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**SECTION 2- RULES AND REGULATIONS (Cont'd.)****2.2 Prohibited Uses**

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

**2.3 Obligations of the Customer****2.3.1 The Customer shall be responsible for:**

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

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**SECTION 2- RULES AND REGULATIONS (Cont'd.)****2.3 Obligations of the Customer (Cont'd.)****2.3.1 The Customer shall be responsible for: (Cont'd.)**

- D. obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide Access Services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1.C above. Any costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company- provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this subsection prior to accepting an order for service;
- E. providing a safe place to work and complying with all laws and regulations regarding the working conditions on the Premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing, and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;
- F. complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses, and permits as may be required with respect to, the location of Company facilities and equipment in any Customer Premises or the rights-of-way which Customer is responsible for obtaining under Section 2.3.1 .D above; and granting or obtaining permission for Company agents or employees to enter the Customer Premises at any time for the purpose of installing, inspecting, maintaining, repairing or, upon termination of service as stated herein, removing the facilities or equipment of the Company; and
- G. not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities.

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**SECTION 2- RULES AND REGULATIONS (Cont'd.)****2.3 Obligations of the Customer (Cont'd.)****2.3.2 Claims**

With respect to any service or facility provided by the Company, Customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees for:

- A. any loss, destruction or damage to property of the Company or any third party, or the death of or injury to persons, including, but not limited to employees or invitees of either the Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees;
- B. any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

**2.3.3 Jurisdictional Reporting**

The jurisdictional reporting requirements will be as specified below. When a Customer orders Access Service, its projected Percent Interstate Usage (PIU) must be provided in whole numbers to the Company. These whole-number percentages will be used by the Company to apportion the use and/or charges between interstate and intrastate until a revised report is received as set forth herein. Reported or default PIU factors are used only where the call detail is insufficient to determine the appropriate jurisdiction of the traffic.

- A. Originating Access: The Customer should provide the Company with a projected PIU factor on a quarterly basis.

If no PIU for originating minutes is submitted as specified herein, then the projected PIU will be set on a default basis of 100% interstate traffic for traffic on which the Company does not perform local switching and 50% interstate traffic and 50% intrastate traffic for traffic on which the Company does perform local switching.

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**SECTION 2- RULES AND REGULATIONS (Cont'd.)****2.3 Obligations of the Customer (Cont'd.)****2.3.3 Jurisdictional Reporting. (Cont'd.)**

- B. Terminating Access: For Feature Group D Switched Access Service(s), the Customer should provide the Company with a projected PIU factor by supplying the Company with an interstate percentage of terminating access minutes on a quarterly basis, as described in Section 2.3.3.D below.

If no projected PIU factor is submitted by the Customer, then the projected PIU will be set on a default basis of 100% interstate traffic for traffic on which the Company does not perform local switching and 50% interstate traffic and 50% intrastate traffic for traffic on which the Company does perform local switching.

- C. Except where the Company-measured access minutes are used as set forth above, the Customer-reported Projected PIU factor as set forth above will be used until the Customer reports a different projected PIU factor, as set forth below. If the Customer's provided PIU report is discovered to be inaccurate, billing will be based on the most accurate information available and Customer will be liable to Company or the costs of obtaining that information.
- D. Effective on the first of January, April, July and October of each year the Customer should update its interstate and intrastate jurisdictional report. The Customer should forward to the 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 service arranged for interstate use. 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. If the Customer does not supply the reports for those services where reports are needed, the Company will assume the percentage to be the same as that provided previously. For those cases in which a quarterly report has never been received from the Customer, the Company will assume the percentages to be the same as those provided in 2.3.3A and 2.3.3B above.
- E. Jurisdictional Reports Verification: For Switched Access Service, if a billing dispute arises or a regulatory commission questions the projected PIU factor, the Customer will provide the data used to determine the projected PIU factor. The Customer will supply the data within 30 days of the Company request.

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**SECTION 2- RULES AND REGULATIONS (Cont'd.)****2.3 Obligations of the Customer (Cont'd.)****2.3.3 Jurisdictional Reporting. (Cont'd.)**

The Customer shall keep records of call detail from which the percentage of interstate and intrastate use can be ascertained and, upon request of the Company, shall make the records available for inspection as reasonably necessary for purposes of verification of the percentages. The Company reserves the right to conduct an audit at any time during the year. The Customer, at its own expense, has the right to retain an independent auditing firm.

The Company may require that jurisdictional reports submitted by the Customer break the interstate and intrastate percentages down further into Circuit-Switched traffic components and VoIP traffic components.

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**SECTION 2- RULES AND REGULATIONS (Cont'd.)****2.4 Customer Equipment and Channels****2.4.1 General**

A Customer may transmit or receive information or signals via the facilities of the Company.

**2.4.2 Station Equipment**

- A. The Customer is responsible for providing and maintaining any terminal equipment on the Customer Premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations. The Company will, where practicable, notify the Customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair the Company's right to discontinue forthwith the use of a service temporarily if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition that gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions as set forth in Section 2.6 following is not applicable.
- B. The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

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**SECTION 2- RULES AND REGULATIONS, (Cont'd.)****2.4 Customer Equipment and Channels (Cont'd.)****2.4.3 Interconnection of Facilities**

- A. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Access Services and the Channels, facilities, or equipment of others shall be provided at the Customer's expense.
- B. Access Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers that are applicable to such connections.

**2.4.4 Inspections**

- A. Upon reasonable notification of the Customer, and at reasonable times, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2.B for the installation, operation, and wiring in the connection of Customer-provided facilities and equipment to Company- owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.
- B. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment, and personnel from harm. The Company will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

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

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

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

**2.5.2 Billing and Collection of Charges**

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

Charges are due and payable within 20 days after the invoice date.

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

If a service is disconnected by the Company in accordance with Section 2.5.4 following and later restored, restoration of service will be subject to all applicable installation charges.

The Customer shall notify the Company of any disputed items on an invoice within 60 days of the date of the invoice. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Commission in accordance with the Commission's rules and procedures.

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**SECTION 2- RULES AND REGULATIONS (Cont'd.)****2.5 Payment Arrangements (Cont'd.)****2.5.3 Refusal and Discontinuance of Service****A. Service may be discontinued by the Company**

Upon nonpayment of any amounts owing to the Company, the Company may, after giving written notice to the Customer, discontinue or suspend service without incurring any liability.

Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.

Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.

Upon any governmental prohibition, or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any Liability.

Upon the Company's discontinuance of service to the Customer under this Section, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable.

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**SECTION 2- RULES AND REGULATIONS (Cont'd.)****2.5 Payment Arrangements (Cont'd.)****2.5.3 Refusal and Discontinuance of Service (Cont'd.)**

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

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**SECTION 2- RULES AND REGULATIONS (Cont'd.)****2.5 Payment Arrangements (Cont'd.)****2.5.3 Refusal and Discontinuance of Service (cont'd.)****B. (Cont'd.)**

- (e) The Customer uses service to transmit a message, locate a person or otherwise give or obtain information without payment for service; or
- (f) The Customer uses, or attempts or use, service with the intent to avoid the payment, either in whole or in part, of the tariff charges for the service by:
  - I Using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this tariff, or
  - II Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or
  - III Delivering calls to or accepting calls from the Company's End User locations over Company switched local exchange services; or
  - IV Continuing to have Company End Users presubscribed to the Customer; or
  - V Any other Fraudulent means or devices; or
- 2. Upon failure to receive payment within five (5) days of the payment due date; or
- 3. Five (5) days after sending the Customer written notice of noncompliance with any provision of this tariff if the noncompliance is not corrected within that five (5)-day period. The discontinuance of service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished up to the time of discontinuance.

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**SECTION 2- RULES AND REGULATIONS (Cont'd.)****2.5 Payment Arrangements (Cont'd.)****2.5.3 Refusal and Discontinuance of Service (cont'd.)**

- C. In the event the Company incurs fees or expenses, including attorney's fees, in collecting, or attempting to collect, any charges owed the Company; the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.

**2.5.4 Cancellation of Application for Service**

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

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



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**SECTION 2- RULES AND REGULATIONS (Cont'd.)****2.6 Allowances for Interruptions in Service**

Interruptions in service that 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 this section for the part of the service that the interruption affects.

**2.6.1 Credit for Interruptions**

- A. A credit allowance will be made at the request of the customer when an interruption occurs of a failure of any component furnished by the Company under this Tariff. An interruption period begins when the Customer reports a service, facility or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility, or circuit is operative. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.
- B. For calculating credit allowances, every month is considered to have thirty (30) days. A credit allowance is applied on a pro-rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- C. No credit will be allowed for an interruption of a Dedicated Access facility for less than twenty four (24) hours. After the first twenty four (24) hour period, a credit equal to 1/30 of the Dedicated Access facility charges will be applied to each interruption which is in excess of twelve (12) hours and up to twenty four (24) hours.

## ACCESS SERVICES TARIFF

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**SECTION 2- RULES AND REGULATIONS (Cont'd.)****2.6 Allowances for Interruptions in Service, (Cont'd.)****2.6.2 Limitations on Allowances**

No credit allowance will be made for:

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

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**SECTION 2- RULES AND REGULATIONS (Cont'd.)****2.7 Transfers and Assignments**

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

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**SECTION 2- RULES AND REGULATIONS (Cont'd.)****2.8 Notices and Communications**

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

**2.9 Meet Point Billing**

Meet Point Billing applies when more than one Exchange Telephone Company is involved in the provision of Access Service and the Company provides only a portion of those transmission switching and services associated with a rate stated in Section 5 (see Sections 5.4 and 5.5, which defines the elements associated with each rate). Meet point billing does not apply when the Company provides all the transmission, switching, and service associated with a rate stated in Section 5. All recurring and nonrecurring charges for services provided by each Exchange Telephone Company are billed under each company's applicable rates as set forth below.

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

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**ACCESS SERVICES TARIFF**

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**SECTION 3- ORDERING OPTIONS FOR ACCESS SERVICE****3.1 General**

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

**3.1.1 Ordering Conditions**

Customer may order switched access through a Constructive Order, as defined herein, or through an ASR. The format and terms of the ASR will be as specified in the Industry Access Service Order Guidelines, unless otherwise specified herein.

**3.1.2 Minimum Period of Service**

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

- A. The following events will be treated as a discontinuance of the existing service and a request for installation of a new service. All associated Non-Recurring Charges will apply for the new service, and a new minimum period will be established:
  - 1. a change in the identity of the Customer of record; or
  - 2. a move by the Customer to a different building.
- B. When Access Service is disconnected prior to the expiration of the minimum period, charges are applicable for the balance of the minimum period. The Minimum Period Charge for monthly billed services will be determined as follows:

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

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

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**ACCESS SERVICES TARIFF**

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**SECTION 4- SWITCHED ACCESS SERVICE****4.1 General**

Switched Access Service involves the use of common terminating, switching and transport facilities. Switched Access Service provides the ability to originate or terminate calls between an End User's Premises and a Customer's Premises. Rates and charges are set forth in Section 5. The application of rates for Switched Access Service is described in Section 5.

With respect to any given call, the Company may furnish all or part of the transmission and switching services needed to connect the End User Premises to the Customer's Premises. Meet point billing applies when the Company provides only a portion of those transmission switching and services associated with a rate stated in Section 5 (see Sections 5.4 and 5.5, which defines the elements associated with each rate, and Section 2.9). In accordance with meet point billing the Company will charge only for the specific access services that it provides or obtains use of. The Company may furnish services using facilities it owns, leases or otherwise obtains the use of. Other providers may charge the Customer for other portions of the necessary transmission and switching services, and it shall be Customer's responsibility to pay such other provider(s) and reimburse the Company if the Company is required to pay those other providers.

This tariff applies equally to Circuit-Switched and VoIP Traffic, and the charges for the two are the same unless a specific rate described in this tariff expressly distinguishes between those two traffic types.

The End User Premises may be a conference bridge, in which case the conference call shall be treated as separate calls between each calling party and the conference bridge.

**4.2 Provision and Description of Switched Access Service Arrangements****4.2.1 Feature Group Access**

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

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

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**SECTION 4- SWITCHED ACCESS SERVICE (Cont'd)**

**4.2 Provision and Description of Switched Access Service Arrangements (Cont'd)**

**4.2.1 Feature Group Access (Cont'd)**

more general rules applicable to all traffic carried by the Company, including traffic on which the Company only provides transport functions and not end –office switching, and therefore does not directly serve the end user.

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## ACCESS SERVICES TARIFF

**SECTION 4- SWITCHED ACCESS SERVICE (Cont'd.)****4.2 Provision and Description of Switched Access Service Arrangements (Cont'd.)****4.2.2 Manner of Provision**

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

**4.2.3 Call Types**

The following Switched Access Service call types are available:

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

**4.2.4 Originating FG Access**

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

**4.2.5 Originating 800 FG Access**

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

**4.2.6 Terminating FG Access**

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

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## ACCESS SERVICES TARIFF

**SECTION 5- SWITCHED ACCESS RATES****5.1 General**

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

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

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

**5.2 Rate Categories**

There are several rate categories that apply to Switched Access Service:

- Switched Transport
- End Office
- Chargeable Optional Features

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## ACCESS SERVICES TARIFF

**SECTION 5- SWITCHED ACCESS RATES (Cont'd.)****5.3 Billing of Access Minutes**

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

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

When recording originating calls over FG Access with SS7 signaling, usage measurement begins with the transmission of the initial address message by the switch for direct trunk groups and with the receipt of an exit message by the switch for tandem trunk groups. The measurement of originating FG Access usage ends when the entry switch receives or sends a release message, whichever occurs first.

For terminating calls over FG Access with SS7 signaling, the measurement of access minutes begins when the terminating recording switch receives the initial address message from the terminating End User. On directly routed trunk groups or on tandem routed trunk groups, the Company switch receives the initial address message and sends the indication to the Customer in the form of an answer message. The measurement of terminating FG Access call usage ends when the entry switch receives or sends a release message, whichever occurs first.

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## ACCESS SERVICES TARIFF

## SECTION 5- SWITCHED ACCESS RATES (Cont'd.)

**5.4 Rates and Charges****5.4.1 End Office Switching**

<b>5.4.1.1</b>	Originating Local Switching Per Access Minute	\$0.003116
<b>5.4.1.2</b>	Terminating Local Switching Per Access Minute	\$0.000000
<b>5.4.1.3</b>	Originating Common Trunk Port	\$0.000371
<b>5.4.1.4</b>	Terminating Common Trunk Port	\$0.000000

**5.4.2 Switched Transport**

<b>5.4.2.1</b>	Originating Tandem Switched Termination, Per Access Minute	\$0.000000
<b>5.4.2.2</b>	Terminating Tandem Switched Termination, Per Access Minute	\$0.000000
<b>5.4.2.3</b>	Originating Tandem Switched Facility, Per Access Minute, per mile	\$0.000021
<b>5.4.2.4</b>	Terminating Tandem Switched Facility, Per Access Minute, per mile	\$0.000021

**5.4.3 Chargeable Optional Features**

<b>5.4.3.1</b>	<b>Toll-Free 8XX Data Base Query</b> Per Query	\$0.002304
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**5.4.3.2 Paper/Electronic Media Fee**

Customers that elect to receive a paper or CD-ROM version of an invoice will incur a surcharge of \$25.00 per bill.

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## ACCESS SERVICES TARIFF

**SECTION 5- SWITCHED ACCESS RATES (Cont'd.)****5.5 Miscellaneous Charges**

Customer Requested Expedite<sup>2</sup> \$250, per location, per order

Cancellation (more than 3 business days from order placement) <sup>1</sup>	Full NRCs + \$250, per order	
Design Change, DS0/DS1	\$150, per circuit	
Design Change, DS3 and higher	\$300, per circuit	
Administrative Processing	\$25, per order	

**5.6 Switched Access Optional Features**

All Optional Features are offered on an Individual Case Basis (ICB).

<sup>1</sup> For services involving facilities leased from other telecommunications providers, Supplementary Charges will be priced on an Individual Case Basis, and will be based upon a pass-through of all charges assessed by other providers, plus the Company's administrative costs.

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Rolling Meadows IL 60008

**ACCESS SERVICES TARIFF****SECTION 6 - CONTRACTS AND INDIVIDUAL CASE BASIS ARRANGEMENTS****6.1 Contracts**

The Company may provide any of the services offered under this tariff, or combinations of services, to Customers on a contractual basis. The terms and conditions of each contract offering are subject to the agreement of both the Customer and Company. Such contract offerings will be made available to similarly situated Customers in substantially similar circumstances. Rates in other sections of this tariff do not apply to Customers who agree to contract arrangements, with respect to services within the scope of the contract.

Services provided under contract are not eligible for any promotional offerings that may be offered by the Company from time to time.

**6.2 Individual Case Basis Arrangements**

Arrangements will be developed on an individual case basis (ICB) in response to a bona fide special request from a Customer or prospective Customer to develop a competitive bid for a service. ICB rates will be offered to the Customer in writing and on a non- discriminatory basis.

**6.3 End User Access Charge**

In addition to any other charges payable by the End User under the Company's local service tariff on file with the Ohio PSC, its interstate access tariff on file with the FCC, and/or any contract between the Company and the End User, the End User shall be liable to the Company in the amount of any access charges that the Company cannot collect from (or must refund to) the Interexchange Carrier (IC) due to unlawful, fraudulent, or grossly negligent conduct of the End User.

Issued: October 17, 2018

Effective: November 17, 2018

Scott Sinclair, CEO  
Xclutel, LLC  
3075 Tollview Dr.,  
Rolling Meadows IL 60008



## **Exhibit 2**

### **Applicant's Evidence of Registration with the Ohio Department of Taxation**

**From:** [Scott J. Sinclair](#)  
**To:** [jason@mfoosterlaw.com](mailto:jason@mfoosterlaw.com)  
**Subject:** FW: Confirmation: OH|ID Account Creation  
**Date:** Saturday, October 13, 2018 9:54:51 AM

---

Done. Sorry for the delay!

Scott Sinclair  
Chief Executive Officer  
708.273.3131 Direct

[www.xclutel.com](http://www.xclutel.com)

-----Original Message-----

From: DONOTREPLY-ODX@das.ohio.gov [<mailto:DONOTREPLY-ODX@das.ohio.gov>]  
Sent: Saturday, October 13, 2018 9:54 AM  
To: Scott J. Sinclair  
Subject: Confirmation: OH|ID Account Creation

Hi,

This email is to confirm that an OH|ID Business User ID has been created for you with the following information:

Name : Scott Sinclair  
ODX Username : xclutel

Thanks,  
OH|ID Admin

Note: This is an automated email. Please do not reply.



### **Exhibit 3**

#### **Applicant's Evidence of Registration with Ohio Secretary of State**



DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	CERT	COPY
10/10/2018	201828202232	REGISTRATION OF FOREIGN FOR PROFIT LLC (LFP)	99.00	0.00	0.00	0.00

### Receipt

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

FOSTERLAW  
904 WEST AVE  
SUITE 107  
AUSTIN, TX 78701

# STATE OF OHIO CERTIFICATE

**Ohio Secretary of State, Jon Husted**  
**4240814**

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

**XCLUTEL, LLC**

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

Document(s)

**REGISTRATION OF FOREIGN FOR PROFIT LLC**

Effective Date: 10/09/2018

Document No(s):

**201828202232**



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  
10th day of October, A.D. 2018.

**Ohio Secretary of State**

**Confidential Exhibit 4**

**Applicant's Financial Statements**  
**(Filed Separately Under Seal)**

**Confidential Exhibit 5**

**Applicant's Business Plan**  
**(Filed Separately Under Seal)**

## **Exhibit 6**

### **Evidence of Applicant's Technical and Managerial Expertise**

# Scott J. Sinclair

[www.linkedin.com/in/scottjsinclair](http://www.linkedin.com/in/scottjsinclair)

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14741 Margust Ln. Homer Glen, IL. 60491 • Mobile: 708.259.4300 • Email: [ssinclair@xclutel.com](mailto:ssinclair@xclutel.com)

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## TELECOM EXECUTIVE & VISIONARY

Telecommunications executive and visionary with an extensive entrepreneurial experience that has resulted in the continued success of multiple start-up business ventures. Expertise includes, developing a company's "way" of doing business, sales and business process, customer service strategies, employee alignment with vision and core values, contract negotiations and strategic vision.

## HIGHLIGHTS

*Proven leader that believes in growing employees through inclusion & culture.*

*Strategic visionary who solves complex business challenges through creativity and innovation.*

*Builder of several successful businesses with an exclusive customer experience strategy.*

## CAREER TRACK

**XCLUTEL COMMUNICATIONS** – Rolling Meadows, IL 2009 – Present  
**President - Chief Executive Officer** – [xclutel.com](http://xclutel.com)

- Co-Founder, visionary and builder of the company's business, process and financial model. Awarded one of Chicago's 101 Best and Brightest Companies to work for in 2014
- Initiatives include: becoming a facilities based internet service provider (ISP) and a competitive local exchange carrier (CLEC) in multiple States, becoming an expert Avaya Business Partner, developing a complex solution-sales strategy, building and deploying a cloud based hosted VoIP service, a cloud services direct-connect product and an exclusive customer experience strategy that has achieved a 98% client retention level.

**AIRDIS TELECOM** – Westchester, IL 2005 -2009  
**Chief Executive Officer – Managing Member**

- Founder and first Chicago based CLEC with a bundled offering that combined cellular, land line, internet, phone systems, cabling and help desk support, for multiple locations all on one bill with one place to call.
- Co-developer of financial model that achieved SBA seed capital funding.
- Initiatives include: Inside-out strategic discovery & implementation philosophy, go-to-market strategy for a bundled telecom product, creator of the customer service POD philosophy.

**CMSI CONSULTING dba CLARITY TELEPHONE** – Lombard, IL 2004 – 2005  
**President – Chief Executive Officer**

- Founder and President of this innovative telecommunications company who later became Airdis Telecom. Responsible for the companies overall vision and the managing of its executives to achieve favorable results
- Initiatives include: the development of the entire company structure from accounting and operations to sales, oversaw a merger and branding project to fold CMSI into Airdis and delivered \$500,000 in sales in its first three months of operation while still in a startup, transitional phase.

# Scott J. Sinclair

[www.linkedin.com/in/scottjsinclair](http://www.linkedin.com/in/scottjsinclair)

---

14741 Margust Ln. Homer Glen, IL. 60491 • Mobile: 708.259.4300 • Email: [ssinclair@xclutel.com](mailto:ssinclair@xclutel.com)

---

## CAREER TRACK, Cont'

**CABLE MAX SOLUTIONS, INC.** – Lombard, IL  
**President**

1998-2014

- Founder and first Union structured cabling contractor in the Chicago market to position itself as a partner with its clients.
- Created the company's vision and grew the company's sales by 300%, three years consecutively. Initiatives include: Becoming an IBEW Union contractor and an Avaya business partner.

## START-UP & ENTREPRENEURIAL EXPERIENCE

**Co-Founder, President, CEO**, Xclutel Communications

2009 - Present

**Founder, President**, Cable Max Solutions

1998 - 2014

**Founder, CEO, Chairman of the Board**, Airdis Telecom

2005 - 2009

**Founder, President**, CMSI Consulting

2004 - 2005

**Co-Founder, Member**, Sin MG

1996 - Present

## AFFILIATIONS

Small Business Advocacy Council – **Chairperson** Southwest Chapter, 2013 – Present

SBAC Education – **Board Member**, 2014 – Present

Movere – **Board Member** – 2014 - Present

Crystal Tree Country Club – **Chairperson** Technology Committee, 2014 – Present

PRO Presidents Board – **Member**, 2001 – Present

## AWARDS

Daily Herald Young Entrepreneur Award

101 Best and Brightest Companies to Work For in Chicago

## EDUCATION

IBEW Telecommunications Journeymen, 1999

Purdue University, West Lafayette, 1994. Concentrations: Calculus, Chemistry and Artistic Design.

Mount Carmel, Chicago, 1992. Concentration: Honors Mathematics and College Prep courses.

## PUBLICATIONS

*Blog Writer: "Telecom Business Daily"*

A thought leadership blog to keep business owners and executives informed with new technology innovations and strategies to keep their businesses relevant and operational.

## VIDEOS

HR in the Fast Lane interview: [https://youtu.be/n\\_oemIHBN\\_g](https://youtu.be/n_oemIHBN_g)

## Professional Objective

I am seeking a permanent full-time opportunity within the telecommunications industry, to obtain and secure a position that will enable me to use my management, networking, and technical skills to advance the goals of an organization.

## Work History

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<b>Xclutel Communications</b> Westchester, IL	<i>Operations Manager</i>	11/2013 - Present
--	---------------------------	-------------------

- Oversaw the day to day operations of a telecommunication CLEC
  - Managed and scheduled a team of technicians and operations support staff
  - Managed projects (new telephone systems, LAN/WAN, network service, cabling installations, etc.)
  - Resolved customer service complaints and provided top level escalation support
  - Purchased new hardware for (customer and in-house) systems
  - Invoiced completed projects and service orders
  - Designed PBX and LAN/WAN networks for single and multiple-site customer locations
  - Configured and maintained VPN connections between multiple-site locations
  - Maintained and configured core ASR1000 router
  - Provided top tier support for phone system and LAN/WAN troubleshooting (specialized in Avaya)
  - Programmed and installed Avaya PBX systems (specialized in IP office)
  - Configured and installed network edge hardware (specialized in Cisco and Adtran)
- 

<b>Xclutel Communications</b> Westchester, IL	<i>Senior Network Engineer</i>	01/2011 – 11/2013
--	--------------------------------	-------------------

- Designed PBX and LAN/WAN networks for single and multiple-site customer locations
  - Configured and maintained VPN connections between multiple-site locations
  - Maintained and configured core ASR1000 router
  - Provided top tier support for phone system and LAN/WAN troubleshooting (specialized in Avaya)
  - Programmed and installed Avaya PBX systems (specialized in IP office)
  - Configured and installed network edge hardware (specialized in Cisco and Adtran)
  - Gathered information and staged/programmed new phone systems
  - Completed trouble shooting and repair of Avaya PBX systems and LAN hardware
  - Provided desktop support and trouble shooting
- 

<b>Airdis Telecom</b> Westchester, IL	<i>Senior System Engineer</i>	12/2004 – 01/2011
--	-------------------------------	-------------------

- Managed projects for numerous phone system and phone service installations
  - Designed systems/planned for new system installations (PBX, LAN, WAN, paging, etc.)
  - Provided network support for customers on Cisco LAN installations
  - Performed T1/PRI test, turn-up, and cut-over coverage for customers' PBX systems
  - Performed configurations and installations of Adtran, Cisco, Kentrox, and Snap Gear edge router hardware
  - Created WAN design for multiple-site, multiple-system VPN VOIP H323 networks
  - Provided in-house desktop support on company LAN
-



- Created training presentations and documentation for customers and engineers on various communication systems
- Created system documentation to streamline programming and record-keeping
- Supervised installation and service technicians
- Programmed and installed Avaya PBX systems (specialized in IP office)
- Configured/installed network edge hardware (specialized in Cisco, Adtran, and Kentrox)
- Gathered information and staged/programmed new phone systems
- Completed trouble shooting and repair of Avaya PBX systems and LAN hardware
- Performed cabling installations including Cat5, Cat6, Coaxial, and Fiber optic cabling
- Provided cable testing and certification
- Provided top tier support for phone system and LAN/WAN trouble shooting (specialized in Avaya)

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<b>Tel-Assist Communications</b> New Lenox, IL	<i>Systems Engineer</i>	12/2000 – 12/2004
---	-------------------------	-------------------

- Installed and maintained Avaya phone systems (including: Partner, Legend, Magix, IP Office, Definity G3, and Prologix)
- Installed and maintained Avaya voice mail systems and adjuncts (including: Merlin Messaging, Partner Messaging, Intuity, Key Voice, and Voice Mail Pro)
- Performed as site foreman for various large-scale voice and data cabling jobs (including ADT Corporate, Will County States Attorney's Office, Sealed Air Cryovac, etc.)
- Performed moves, adds, and changes for various locations and systems (including Will County Court House, Joliet Fire Department, etc.)
- Installed and maintained paging systems

---

<b>Forrest Security</b> River Grove, IL	<i>Installation Technician</i>	06/1998 – 12/2000
--	--------------------------------	-------------------

- Installed burglar and fire alarms for commercial and residential customers
- Installed CCTV cameras and associated cabling

## Professional Accomplishments/Certifications

- CCENT Certification Number CSC011773357
- CCNA Certification Number CSC011773357
- Adtran ATSA
- Avaya ACSS SME Communications

## Education

<b>Technical/Occupational Certificate</b>	Pearson Vue, Romeoville, IL	04/2013
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## References

Jim McCann – Xclutel Communications – *Sales Manager* (708) 990-7864 [jmccann@xcultel.com](mailto:jmccann@xcultel.com)

Julie Wichlin – Xclutel Communications – *Executive Vice President* (847) 312-0658

Allen Pindell – Royal Management – *Director of Information Systems* (815) 514-1432 [al@pindell.com](mailto:al@pindell.com)

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**DANIEL MARRAZZO**  
**1846 Hawk Lane**  
**Elk Grove Village, IL. 60007**

**Cell: (847) 257-5289   E-Mail: DanielMarrazzo@Comcast.net**

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**EXPERTISE**

Accomplished business professional with the abilities to generate revenue, retain revenue, create new business opportunities, develop strategic relationships and manage complex projects. Successful track record of developing successful relationships within existing accounts and prospective customers.

Professional attributes include: sales management, customer care management, account management / sales success, creative business thinking, organizational design, project management, operations management, relationship management.

An aggressive start-to-finish individual possessing enthusiasm and initiative. Ideally positioned for a strategic sales, sales management or sales leadership role.

**EXPERIENCE**

**Director of Business Development**, Xclutel Communications, Inc., Westchester, IL (2018-Present)

- Responsible for direct, account management and channel sales
- Developed marketing plan for Xclutel enabling revenue growth and territory expansion
- Recruited, hired and on-boarded three new Account Executives

**Enterprise Sales Manager**, WOW Business, Naperville, IL (2017-2018)

- Responsible for Illinois market; enterprise and strategic teams
- Recruited, hired and trained staff
- Grew revenue 10% year over year
- Managed team responsible for prospecting, marketing, hunting new sales targets
- Created and implemented new territory plan including lit-building strategy

**Sr. Account Executive**, Windstream, Schaumburg, IL (2015-2017)

- Responsible for revenue growth; focused on data, voice, internet and cloud sales to new logo clients
- Top new hire representative 2015
- Club 100 three of four quarters
- Prospecting, marketing, hunting new sales targets
- Created and implemented new territory plan

**Vice President of Sales**, Xclutel Communications, Inc., Westchester, IL (2013-2015)

- Responsible for direct, account management and channel sales
- Developed marketing plan for Xclutel enabling revenue growth and territory expansion
- Recruited, hired and on-boarded three new Account Executives
- Redesign of sales organization including on-boarding, compensation and strategy

**Sr. Director of Sales**, EPAY Systems, Inc., Chicago, IL (2012-2013)

- Responsible for four regional sales territories
- Developed partner channel for EPAY by executing agreements with two strategic corporate partners
- Recruited, hired and on-boarded two new Account Executives
- Created and trained new territory plan for new hires
- Redesign of sales organization including on-boarding, compensation and strategy

**Enterprise Sales Manager**, Comcast Business Class, Oak Brook, IL (2011-2012)

- Promoted to Enterprise Sales Manager within one year of being acquired
- Developed a brand new territory for Comcast Business Class
- Recruited, hired and on-boarded eight new Enterprise Account Executives
- Created and trained new territory plan for new hires
- Exceeded quota during last half of 2011

**Sales Manager**, CIMCO Communications, Inc. / Comcast Business Class, Oakbrook Terrace, IL (2009-2011)

- Managed team of eight account managers focused on driving new sales activity, migration activity and retention of existing customers
- Executed on plan to migrate employees from CIMCO to Comcast Business Class in 2010
- Exceeded quota during first half of 2011
- Promoted to Team Leader in 2008, promoted to Sales Manager in 2009

**Senior Account Manager**, CIMCO Communications, Inc., Oakbrook Terrace, IL (2003-2009)

- Managed base of customers billing over \$1.7 million in revenue on a monthly basis
- Promoted to Team Leader in 2008, promoted to Sales Manager in 2009
- President's Club winner in 2004, 2005, 2007 and 2008
- Finished 2008 as number 1 in sales on stack rank at 208% of quota
- Number 2 of 16 in stack ranking for 2004, number 3 of 16 in 2005
- Retained 101% of monthly recurring revenue in 2004, 102% in 2005
- Closed new business opportunities to prospective customers totaling \$100,000 in new monthly recurring revenue in 2007 and 2008
- Directed product migrations across entire base as we changed from non-facilities based to facilities based organization

**Customer Operations Senior Manager**, CIMCO Communications, Inc., Oakbrook Terrace, IL (2002-03)

**Customer Care Manager**, CIMCO Communications, Inc., Oakbrook Terrace, IL (2000-02)

**Telecommunications Analyst**, Pepsi-Cola General Bottlers, Rolling Meadows, IL (1998-2000)

**EDUCATION**

**B.A.**, University of Illinois at Chicago, Chicago, IL (1993)

(References available on request)

**Exhibit 7**

**Applicant's List of Officers**

Chief Executive Officer

Scott Sinclair  
3075 Tollview Dr.,  
Rolling Meadows IL 60008  
Telephone: 1-855-925-8835

Chief Financial Officer

Steve Jaffe  
3075 Tollview Dr.,  
Rolling Meadows IL 60008  
Telephone: 847-441-2225

**Confidential Exhibit 8**

**Applicant's Corporate Structure and Ownership**  
**(Filed Separately Under Seal)**

## **Exhibit 9**

### **Applicant's Bona Fide Requests for Interconnection Agreements**

## AFFIDAVIT

BEFORE ME, the undersigned authority, personally appeared Scott Sinclair, who under oath, stated as follows:

1. My name is Scott Sinclair. I am Chief Executive Officer of Xclutel Communications, Inc.
2. I swear or affirm that I have personal knowledge of the facts stated in the foregoing application, that I am competent to testify to them, and that I have the authority to make this application on its behalf. I further swear or affirm that all of the statements and representations made in the application are true and correct.
3. No additional "construction" or installation of facilities is required before Xclutel is able to provide services in Ohio.
4. Xclutel expects to begin operations in Ohio within four to five months following the requested certification to provide local exchange and long distance services.
5. Xclutel is currently negotiating interconnection agreements with the following ILECs: AT&T Ohio, Frontier North, Inc. and Windstream Western Reserve via counsel for Xclutel.

  
Scott Sinclair

SWORN TO AND SUBSCRIBED before me on this 10<sup>th</sup> day of Oct, 2018.

  
Notary Public

My Commission Expires: 8/23/2020





# FOSTERLAW

Jason A. Danowsky  
Attorney at Law

904 West Ave, Ste. 107  
Austin, Texas 78701  
(512) 708-8700  
Fax (512) 697-0058  
[www.mfosterlaw.com](http://www.mfosterlaw.com)

Writer's Email:  
[jason@mfosterlaw.com](mailto:jason@mfosterlaw.com)

September 25, 2018

**VIA FAX: 1-800-404-4548 and email: [m41654@att.com](mailto:m41654@att.com)**

Contract Management  
AT&T Wholesale  
311 S. Akard  
Four AT&T Plaza, 9<sup>th</sup> Floor  
Dallas, TX 75202

RE: Xclutel Communications, Inc.; Section 252(i) adoption request.

Dear Contract Manager:

I represent Xclutel Communications, Inc., which is an Illinois company seeking CLEC certification in Ohio. Xclutel is applying for CLEC authority in Ohio, but does not currently hold a CLEC certification for Ohio. Pursuant to Ohio Administrative Code 4901:1-6-08(E)(12), regarding telephone company certification, an applicant for certification must verify that it has entered into negotiations to establish an interconnection agreement.

This letter is a formal request to negotiate and enter into an Interconnection Agreement with AT&T Ohio for the State of Ohio pursuant to Sections 251 and 252 of the federal Telecommunications Act, 47 U.S.C. §§ 251 and 252. Xclutel is willing to accept AT&T's standard or "generic" offering for an interconnection agreement in Ohio.

I will serve as the negotiator for Xclutel. Please send the contact information for the person who will serve as negotiator for your company.

Very truly yours,



Jason Danowsky

**PLEASE READ AND REVIEW THIS CONTRACT BEFORE SIGNING  
ACCEPTED AND AGREED TO:**

# FOSTERLAW

Jason A. Danowsky  
Attorney at Law

904 West Ave, Ste. 107  
Austin, Texas 78701  
(512) 708-8700  
Fax (512) 697-0058  
[www.mfosterlaw.com](http://www.mfosterlaw.com)

Writer's Email:  
[jason@mfosterlaw.com](mailto:jason@mfosterlaw.com)

September 25, 2018

## **VIA FIRST CLASS MAIL**

Frontier North, Inc.  
100 CTE Dr.  
Dallas, PA 18612

RE: Xclutel Communications, Inc.; Section 252(i) adoption request.


Dear Contract Manager:

I represent Xclutel Communications, Inc., which is an Illinois company seeking CLEC certification in Ohio. Xclutel is applying for CLEC authority in Ohio, but does not currently hold a CLEC certification for Ohio. Pursuant to Ohio Administrative Code 4901:1-6-08(E)(12), regarding telephone company certification, an applicant for certification must verify that it has entered into negotiations to establish an interconnection agreement.

This letter is a formal request to negotiate and enter into an Interconnection Agreement with Frontier North, Inc. for the State of Ohio pursuant to Sections 251 and 252 of the federal Telecommunications Act, 47 U.S.C. §§ 251 and 252.

I will serve as the negotiator for Xclutel. Please send the contact information for the person who will serve as negotiator for your company.

Very truly yours,



Jason Danowsky

**PLEASE READ AND REVIEW THIS CONTRACT BEFORE SIGNING  
ACCEPTED AND AGREED TO:**

# FOSTERLAW

Jason A. Danowsky  
Attorney at Law

904 West Ave, Ste. 107  
Austin, Texas 78701  
(512) 708-8700  
Fax (512) 697-0058  
[www.mfosterlaw.com](http://www.mfosterlaw.com)

Writer's Email:  
[jason@mfosterlaw.com](mailto:jason@mfosterlaw.com)

September 25, 2018

## **VIA FIRST CLASS MAIL**

Windstream Western Reserve, Inc.  
17 S. High St., Ste. 750  
Columbus, OH 43215

RE: Xclutel Communications, Inc.; Section 252(i) adoption request.

Dear Contract Manager:

I represent Xclutel Communications, Inc., which is an Illinois company seeking CLEC certification in Ohio. Xclutel is applying for CLEC authority in Ohio, but does not currently hold a CLEC certification for Ohio. Pursuant to Ohio Administrative Code 4901:1-6-08(E)(12), regarding telephone company certification, an applicant for certification must verify that it has entered into negotiations to establish an interconnection agreement.

This letter is a formal request to negotiate and enter into an Interconnection Agreement with Windstream Western Reserve, Inc. for the State of Ohio pursuant to Sections 251 and 252 of the federal Telecommunications Act, 47 U.S.C. §§ 251 and 252.

I will serve as the negotiator for Xclutel. Please send the contact information for the person who will serve as negotiator for your company.

Very truly yours,



Jason Danowsky

**PLEASE READ AND REVIEW THIS CONTRACT BEFORE SIGNING**  
**ACCEPTED AND AGREED TO:**

**Confidential Exhibit 10**

**Sample Customer Bill and Disconnection Notice**  
**(Filed Separately Under Seal)**

## **Exhibit 11**

### **List of Ohio ILEC Exchanges to be Served**

10/1/2018

Proposed Market Area (PMA) for  
CLECs Provision of Local Service

**Company Name:** Xclutel Communications, Inc.

**dba:**

**Certificate Number:**

Select All AT&T Ohio

Select All United Telephone dba CenturyLink

Select All Frontier North

Select All Cincinnati Bell

**Designate Proposed Market Area (PMA) by putting an "X" in appropriate boxes**

ILEC	COUNTY	EXCHANGE	PMA
Arcadia	HANCOCK	Arcadia	
Arthur Mutual	PAULDING	Arthur	
AT&T Ohio	ADAMS	Winchester	X
AT&T Ohio	ATHENS	Nelsonville	X
AT&T Ohio	BELMONT	Barnesville	X
AT&T Ohio	BELMONT	Bellaire	X
AT&T Ohio	BELMONT	Bethesda	X
AT&T Ohio	BELMONT	Martins Ferry-Bridgeport	X
AT&T Ohio	BELMONT	Somerton	X
AT&T Ohio	BELMONT	St. Clairsville	X
AT&T Ohio	BROWN	Aberdeen	X
AT&T Ohio	BROWN	Ripley	X
AT&T Ohio	BUTLER	Middletown	X
AT&T Ohio	BUTLER	Monroe	X
AT&T Ohio	BUTLER	Trenton	X
AT&T Ohio	CHAMPAIGN	Christiansburg	X
AT&T Ohio	CLARK	Donnelsville	X
AT&T Ohio	CLARK	Enon	X
AT&T Ohio	CLARK	Medway	X
AT&T Ohio	CLARK	New Carlisle	X
AT&T Ohio	CLARK	North Hampton	X
AT&T Ohio	CLARK	Pitchin	X
AT&T Ohio	CLARK	South Charleston	X
AT&T Ohio	CLARK	South Vienna	X
AT&T Ohio	CLARK	Springfield	X
AT&T Ohio	CLARK	Tremont City	X
AT&T Ohio	COLUMBIANA	Columbiana	X
AT&T Ohio	COLUMBIANA	East Liverpool	X
AT&T Ohio	COLUMBIANA	East Palestine	X

10/1/2018

Proposed Market Area (PMA) for  
CLECs Provision of Local Service

AT&T Ohio	COLUMBIANA	Leetonia	X
AT&T Ohio	COLUMBIANA	Lisbon	X
AT&T Ohio	COLUMBIANA	New Waterford	X
AT&T Ohio	COLUMBIANA	Rogers	X
AT&T Ohio	COLUMBIANA	Salem	X
AT&T Ohio	COLUMBIANA	Salineville	X
AT&T Ohio	COLUMBIANA	Wellsville	X
AT&T Ohio	COSHOCTON	Conesville	X
AT&T Ohio	COSHOCTON	Coshocton	X
AT&T Ohio	COSHOCTON	West Lafayette	X
AT&T Ohio	CUYAHOGA	Bedford	X
AT&T Ohio	CUYAHOGA	Berea	X
AT&T Ohio	CUYAHOGA	Brecksville	X
AT&T Ohio	CUYAHOGA	Chagrin Falls	X
AT&T Ohio	CUYAHOGA	Cleveland	X
AT&T Ohio	CUYAHOGA	Gates Mills	X
AT&T Ohio	CUYAHOGA	Hillcrest	X
AT&T Ohio	CUYAHOGA	Independence	X
AT&T Ohio	CUYAHOGA	Montrose [CUY]	X
AT&T Ohio	CUYAHOGA	North Royalton	X
AT&T Ohio	CUYAHOGA	Olmsted Falls	X
AT&T Ohio	CUYAHOGA	Strongsville	X
AT&T Ohio	CUYAHOGA	Terrace	X
AT&T Ohio	CUYAHOGA	Trinity	X
AT&T Ohio	CUYAHOGA	Victory	X
AT&T Ohio	ERIE	Bloomingtonville	X
AT&T Ohio	ERIE	Castalia	X
AT&T Ohio	ERIE	Sandusky	X
AT&T Ohio	FAIRFIELD	Carroll	X
AT&T Ohio	FAIRFIELD	Lancaster	X
AT&T Ohio	FAIRFIELD	Rushville	X
AT&T Ohio	FAIRFIELD	Sugar Grove	X
AT&T Ohio	FAYETTE	Bloomingtonburg	X
AT&T Ohio	FAYETTE	Jeffersonville	X
AT&T Ohio	FAYETTE	Milledgeville	X
AT&T Ohio	FAYETTE	Washington Court House	X
AT&T Ohio	FRANKLIN	Alton	X

10/1/2018

Proposed Market Area (PMA) for  
CLECs Provision of Local Service

AT&T Ohio	FRANKLIN	Canal Winchester	X
AT&T Ohio	FRANKLIN	Columbus	X
AT&T Ohio	FRANKLIN	Dublin	X
AT&T Ohio	FRANKLIN	Gahanna	X
AT&T Ohio	FRANKLIN	Grove City	X
AT&T Ohio	FRANKLIN	Groveport	X
AT&T Ohio	FRANKLIN	Harrisburg	X
AT&T Ohio	FRANKLIN	Hilliard	X
AT&T Ohio	FRANKLIN	Lockbourne	X
AT&T Ohio	FRANKLIN	New Albany	X
AT&T Ohio	FRANKLIN	Reynoldsburg	X
AT&T Ohio	FRANKLIN	Westerville	X
AT&T Ohio	FRANKLIN	Worthington	X
AT&T Ohio	GALLIA	Cheshire	X
AT&T Ohio	GALLIA	Gallipolis	X
AT&T Ohio	GALLIA	Guyan	X
AT&T Ohio	GALLIA	Rio Grande	X
AT&T Ohio	GALLIA	Vinton	X
AT&T Ohio	GALLIA	Walnut	X
AT&T Ohio	GEAUGA	Burton	X
AT&T Ohio	GEAUGA	Chesterland	X
AT&T Ohio	GREENE	Beavercreek	X
AT&T Ohio	GREENE	Bellbrook	X
AT&T Ohio	GREENE	Bowersville	X
AT&T Ohio	GREENE	Cedarville	X
AT&T Ohio	GREENE	Fairborn	X
AT&T Ohio	GREENE	Jamestown	X
AT&T Ohio	GREENE	Spring Valley	X
AT&T Ohio	GREENE	Xenia	X
AT&T Ohio	GREENE	Yellow Springs-Clifton	X
AT&T Ohio	HANCOCK	Findlay	X
AT&T Ohio	HIGHLAND	Belfast	X
AT&T Ohio	HIGHLAND	Danville [HIG]	X
AT&T Ohio	HIGHLAND	Hillsboro	X
AT&T Ohio	HIGHLAND	Marshall	X
AT&T Ohio	HIGHLAND	Rainsboro	X
AT&T Ohio	HIGHLAND	Sugar Tree Ridge	X



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AT&T Ohio	HOCKING	Murray City	X
AT&T Ohio	JEFFERSON	Mingo Junction	X
AT&T Ohio	JEFFERSON	Steubenville	X
AT&T Ohio	JEFFERSON	Toronto	X
AT&T Ohio	LAKE	Leroy	X
AT&T Ohio	LAKE	Mentor	X
AT&T Ohio	LAKE	Painesville	X
AT&T Ohio	LAKE	Wickliffe	X
AT&T Ohio	LAKE	Willoughby	X
AT&T Ohio	LAWRENCE	Arabia	X
AT&T Ohio	LAWRENCE	Ironton	X
AT&T Ohio	LUCAS	Holland	X
AT&T Ohio	LUCAS	Maumee	X
AT&T Ohio	LUCAS	Toledo	X
AT&T Ohio	LUCAS	Whitehouse	X
AT&T Ohio	MADISON	London	X
AT&T Ohio	MADISON	Sedalia	X
AT&T Ohio	MADISON	South Solon	X
AT&T Ohio	MADISON	West Jefferson	X
AT&T Ohio	MAHONING	Canfield	X
AT&T Ohio	MAHONING	Lowellville	X
AT&T Ohio	MAHONING	North Jackson	X
AT&T Ohio	MAHONING	North Lima	X
AT&T Ohio	MAHONING	Sebring	X
AT&T Ohio	MAHONING	Youngstown	X
AT&T Ohio	MIAMI	Fletcher-Lena	X
AT&T Ohio	MIAMI	Piqua	X
AT&T Ohio	MONROE	Beallsville	X
AT&T Ohio	MONROE	Clarington	X
AT&T Ohio	MONROE	Duffy	X
AT&T Ohio	MONROE	Graysville	X
AT&T Ohio	MONROE	Lewisville	X
AT&T Ohio	MONROE	Woodfield	X
AT&T Ohio	MONTGOMERY	Centerville [MOT]	X
AT&T Ohio	MONTGOMERY	Dayton	X
AT&T Ohio	MONTGOMERY	Miamisburg-W. Carrollton	X
AT&T Ohio	MONTGOMERY	Vandalia	X

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Proposed Market Area (PMA) for  
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AT&T Ohio	MUSKINGUM	Dresden	X
AT&T Ohio	MUSKINGUM	Fultonham	X
AT&T Ohio	MUSKINGUM	Norwich	X
AT&T Ohio	MUSKINGUM	Philo	X
AT&T Ohio	MUSKINGUM	Zanesville	X
AT&T Ohio	PERRY	Corring	X
AT&T Ohio	PERRY	Glenford	X
AT&T Ohio	PERRY	New Lexington	X
AT&T Ohio	PERRY	Roseville	X
AT&T Ohio	PERRY	Shawnee	X
AT&T Ohio	PERRY	Somerset	X
AT&T Ohio	PERRY	Thornville	X
AT&T Ohio	PICKAWAY	New Holland	X
AT&T Ohio	PORTAGE	Atwater	X
AT&T Ohio	PORTAGE	Kent	X
AT&T Ohio	PORTAGE	Mantua	X
AT&T Ohio	PORTAGE	Mogadore	X
AT&T Ohio	PORTAGE	Ravenna	X
AT&T Ohio	PORTAGE	Rootstown	X
AT&T Ohio	SANDUSKY	Fremont	X
AT&T Ohio	SANDUSKY	Lindsey	X
AT&T Ohio	SENECA	Fostoria	X
AT&T Ohio	SENECA	New Riegel	X
AT&T Ohio	SENECA	Tiffin	X
AT&T Ohio	STARK	Alliance	X
AT&T Ohio	STARK	Canal Fulton	X
AT&T Ohio	STARK	Canton	X
AT&T Ohio	STARK	Hartville	X
AT&T Ohio	STARK	Louisville	X
AT&T Ohio	STARK	Magnolia-Waynesburg	X
AT&T Ohio	STARK	Marlboro	X
AT&T Ohio	STARK	Massillon	X
AT&T Ohio	STARK	Navarre	X
AT&T Ohio	STARK	North Canton	X
AT&T Ohio	STARK	Uniontown	X
AT&T Ohio	SUMMIT	Akron	X
AT&T Ohio	SUMMIT	Greensburg	X

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AT&T Ohio	SUMMIT	Manchester [SUM]	X
AT&T Ohio	TRUMBULL	Girard	X
AT&T Ohio	TRUMBULL	Hubbard	X
AT&T Ohio	TRUMBULL	Kirtland	X
AT&T Ohio	TRUMBULL	Niles	X
AT&T Ohio	TRUMBULL	Sharon	X
AT&T Ohio	TUSCARAWAS	Gnadenhutzen	X
AT&T Ohio	TUSCARAWAS	Newcomerstown	X
AT&T Ohio	TUSCARAWAS	Uhrichsville	X
AT&T Ohio	WARREN	Franklin	X
AT&T Ohio	WASHINGTON	Belpre	X
AT&T Ohio	WASHINGTON	Marietta	X
AT&T Ohio	WASHINGTON	New Matamoras	X
AT&T Ohio	WASHINGTON	Newport	X
AT&T Ohio	WAYNE	Dalton	X
AT&T Ohio	WOOD	Perrysburg	X
AT&T Ohio	WYANDOT	Upper Sandusky	X
Ayersville	DEFIANCE	Ayersville	X
Bascom Mutual	SENECA	Bascom	
Benton Ridge	HANCOCK	Benton Ridge	
Benton Ridge	HENRY	New Bavaria	
Benton Ridge	PUTNAM	North Creek	
Buckland	AUGLAIZE	Buckland	
CC&S Telco	WILLIAMS	Cooney	
CenturyTel dba CenturyLink	ERIE	Birmingham	
CenturyTel dba CenturyLink	ERIE	Vermilion	
CenturyTel dba CenturyLink	LORAIN	Amherst	
CenturyTel dba CenturyLink	LORAIN	Avon	
CenturyTel dba CenturyLink	LORAIN	Avon Lake	
CenturyTel dba CenturyLink	LORAIN	Lorain	
Champaign	CHAMPAIGN	Terre Haute	
Champaign	CHAMPAIGN	Urbana	
Chillicothe	ROSS	Bainbridge [ROS]	
Chillicothe	ROSS	Bourneville	
Chillicothe	ROSS	Chillicothe	
Chillicothe	ROSS	Clarksburg	
Chillicothe	ROSS	Frankfort	

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Chillicothe	ROSS	Hallsville	
Chillicothe	ROSS	Kingston	
Chillicothe	ROSS	Londonderry	
Chillicothe	ROSS	Massieville	
Chillicothe	ROSS	Richmondale	
Cincinnati Bell	BUTLER	Bethany-West Chester	X
Cincinnati Bell	BUTLER	Hamilton	X
Cincinnati Bell	BUTLER	Relly	X
Cincinnati Bell	BUTLER	Seven Mile	X
Cincinnati Bell	BUTLER	Shandon	X
Cincinnati Bell	CLERMONT	Bethel	X
Cincinnati Bell	CLERMONT	Clermont	X
Cincinnati Bell	CLERMONT	Little Miami	X
Cincinnati Bell	CLERMONT	Newtonsville	X
Cincinnati Bell	CLERMONT	Williamsburg	X
Cincinnati Bell	HAMILTON	Cincinnati	X
Cincinnati Bell	HAMILTON	Harrison	X
Columbus Grove	PUTNAM	Columbus Grove	
Conneaut	ASHTABULA	Conneaut	
Continental	PAULDING	Grover Hill	
Continental	PUTNAM	Continental	
Continental	PUTNAM	Miller City	
Doylestown	WAYNE	Doylestown	
Farmers Mutual	HENRY	Okolona	
Fort Jennings	PUTNAM	Fort Jennings	
Frontier North	ADAMS	Manchester [ADA]	X
Frontier North	ADAMS	Peebles	X
Frontier North	ADAMS	Seaman	X
Frontier North	ADAMS	West Union	X
Frontier North	ALLEN	Spencerville	X
Frontier North	ASHLAND	Ashland	X
Frontier North	ASHLAND	Hayesville	X
Frontier North	ASHLAND	Loudonville	X
Frontier North	ASHLAND	Perryville	X
Frontier North	ASHLAND	Polk	X
Frontier North	ASHLAND	Redhaw	X
Frontier North	ASHLAND	Savannah	X

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Proposed Market Area (PMA) for  
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Frontier North	ATHENS	Albany	X
Frontier North	ATHENS	Amesville	X
Frontier North	ATHENS	Athens	X
Frontier North	ATHENS	Guyssville	X
Frontier North	ATHENS	New Marshfield	X
Frontier North	ATHENS	Shade	X
Frontier North	ATHENS	The Plains	X
Frontier North	AUGLAIZE	Minster	X
Frontier North	AUGLAIZE	New Bremen	X
Frontier North	AUGLAIZE	St. Marys	X
Frontier North	BELMONT	Flushing	X
Frontier North	BROWN	Decatur	X
Frontier North	BROWN	Georgetown	X
Frontier North	BROWN	Hampersville	X
Frontier North	BROWN	Higginsport	X
Frontier North	BROWN	Mount Orab	X
Frontier North	BROWN	Russellville	X
Frontier North	BROWN	Sardinia	X
Frontier North	BUTLER	Morning Sun	X
Frontier North	BUTLER	Oxford	X
Frontier North	CARROLL	Carrollton	X
Frontier North	CARROLL	Dellroy	X
Frontier North	CARROLL	Harlem Springs	X
Frontier North	CARROLL	Malvern	X
Frontier North	CARROLL	Mechanicstown	X
Frontier North	CHAMPAIGN	Mechanicsburg	X
Frontier North	CHAMPAIGN	Woodstock	X
Frontier North	CLARK	Catawba	X
Frontier North	CLERMONT	Felicity	X
Frontier North	CLINTON	Blanchester	X
Frontier North	CLINTON	Clarksville	X
Frontier North	CLINTON	Martinsville	X
Frontier North	CLINTON	New Burlington	X
Frontier North	CLINTON	New Vienna	X
Frontier North	CLINTON	Port William	X
Frontier North	CLINTON	Sabina	X
Frontier North	CLINTON	Wilmington	X

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Proposed Market Area (PMA) for  
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Frontier North	COLUMBIANA	East Rochester	X
Frontier North	COLUMBIANA	Hanoverton	X
Frontier North	COLUMBIANA	North Georgetown	X
Frontier North	COLUMBIANA	Winona	X
Frontier North	COSHOCTON	Cooperdale	X
Frontier North	COSHOCTON	Warsaw	X
Frontier North	CRAWFORD	Crestline	X
Frontier North	CRAWFORD	Galion	X
Frontier North	CRAWFORD	New Washington	X
Frontier North	DARKE	North Star	X
Frontier North	DARKE	Yorkshire	X
Frontier North	DEFIANCE	Hicksville	X
Frontier North	DEFIANCE	Ney	X
Frontier North	DELAWARE	Ashley	X
Frontier North	DELAWARE	Cheshire Center	X
Frontier North	DELAWARE	Delaware	X
Frontier North	DELAWARE	Kilbourne	X
Frontier North	DELAWARE	Ostrander	X
Frontier North	DELAWARE	Radnor	X
Frontier North	DELAWARE	Rathbone	X
Frontier North	ERIE	Berlin Heights	X
Frontier North	ERIE	Huron	X
Frontier North	ERIE	Kelleys Island	X
Frontier North	ERIE	Milan	X
Frontier North	FAIRFIELD	Amanda	X
Frontier North	FAIRFIELD	Baltimore	X
Frontier North	FAIRFIELD	Bremen	X
Frontier North	FAIRFIELD	Millersport	X
Frontier North	FAIRFIELD	Pleasantville	X
Frontier North	FULTON	Fayette	X
Frontier North	GUERNSEY	Byesville	X
Frontier North	GUERNSEY	Cambridge	X
Frontier North	HANCOCK	Arlington	X
Frontier North	HANCOCK	Jenera	X
Frontier North	HANCOCK	McComb	X
Frontier North	HANCOCK	Mount Blanchard	X
Frontier North	HANCOCK	Rawson	X

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Proposed Market Area (PMA) for  
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Frontier North	HANCOCK	Van Buren	X
Frontier North	HARDIN	Forest	X
Frontier North	HARRISON	Bowerston	X
Frontier North	HARRISON	Cadiz	X
Frontier North	HARRISON	Freeport	X
Frontier North	HARRISON	Jewett	X
Frontier North	HARRISON	Scio	X
Frontier North	HIGHLAND	Greenfield	X
Frontier North	HIGHLAND	Leesburg	X
Frontier North	HIGHLAND	Lynchburg	X
Frontier North	HIGHLAND	Mowrystown	X
Frontier North	HIGHLAND	Sinking Spring	X
Frontier North	HOCKING	Laurelville	X
Frontier North	HOCKING	Logan	X
Frontier North	HOLMES	Berlin	X
Frontier North	HOLMES	Lakeville	X
Frontier North	HURON	Bellevue	X
Frontier North	HURON	Greenwich	X
Frontier North	HURON	Monroeville	X
Frontier North	HURON	New London	X
Frontier North	HURON	Norwalk	X
Frontier North	HURON	Wakeman	X
Frontier North	HURON	Willard	X
Frontier North	JACKSON	Jackson	X
Frontier North	JACKSON	Oak Hill	X
Frontier North	JACKSON	Wellston	X
Frontier North	JEFFERSON	Adena	X
Frontier North	JEFFERSON	Amsterdam	X
Frontier North	JEFFERSON	Bergholz	X
Frontier North	JEFFERSON	Brilliant	X
Frontier North	JEFFERSON	Dillonvale-Mt. Pleasant	X
Frontier North	JEFFERSON	Knoxville	X
Frontier North	JEFFERSON	Richmond	X
Frontier North	JEFFERSON	Smithfield	X
Frontier North	JEFFERSON	Tiltons ville	X
Frontier North	LAWRENCE	Chesapeake	X
Frontier North	LORAIN	Grafton	X

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Frontier North	LORAIN	North Eaton	X
Frontier North	LORAIN	Oberlin	X
Frontier North	LORAIN	Wellington	X
Frontier North	LUCAS	Curtice-Oregon	X
Frontier North	LUCAS	Sylvania	X
Frontier North	MADISON	Resaca	X
Frontier North	MARION	Green Camp	X
Frontier North	MARION	Larue	X
Frontier North	MARION	Marion	X
Frontier North	MARION	Morral	X
Frontier North	MARION	Prospect	X
Frontier North	MARION	Waldo	X
Frontier North	MEDINA	Brunswick	X
Frontier North	MEDINA	Chatham	X
Frontier North	MEDINA	Homerville	X
Frontier North	MEDINA	Lodi	X
Frontier North	MEDINA	Medina	X
Frontier North	MEDINA	Seville	X
Frontier North	MEDINA	Sharon Center	X
Frontier North	MEDINA	Spencer	X
Frontier North	MEDINA	Valley City	X
Frontier North	MEDINA	Wadsworth	X
Frontier North	MEDINA	Westfield Center	X
Frontier North	MEIGS	Letart Falls	X
Frontier North	MEIGS	Pomeroy	X
Frontier North	MEIGS	Portland	X
Frontier North	MERCER	Celina	X
Frontier North	MERCER	Coldwater	X
Frontier North	MERCER	Fort Recovery	X
Frontier North	MERCER	Maria Stein	X
Frontier North	MERCER	Mendon	X
Frontier North	MIAMI	Laura	X
Frontier North	MIAMI	Tipp City	X
Frontier North	MIAMI	Troy	X
Frontier North	MIAMI	West Milton	X
Frontier North	MONTGOMERY	Brookville	X
Frontier North	MONTGOMERY	Englewood	X



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Proposed Market Area (PMA) for  
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Frontier North	MONTGOMERY	Farmersville	X
Frontier North	MONTGOMERY	Liberty	X
Frontier North	MONTGOMERY	New Lebanon	X
Frontier North	MONTGOMERY	Phillipsburg	X
Frontier North	MONTGOMERY	Trotwood	X
Frontier North	MUSKINGUM	New Concord	X
Frontier North	NOBLE	Caldwell	X
Frontier North	NOBLE	Dexter City	X
Frontier North	NOBLE	Summerfield	X
Frontier North	OTTAWA	Elmore	X
Frontier North	OTTAWA	Genoa	X
Frontier North	OTTAWA	Marblehead	X
Frontier North	OTTAWA	Oak Harbor	X
Frontier North	OTTAWA	Port Clinton	X
Frontier North	OTTAWA	Put-In-Bay	X
Frontier North	PAULDING	Antwerp	X
Frontier North	PAULDING	Payne	X
Frontier North	PICKAWAY	Ashville	X
Frontier North	PICKAWAY	Circleville	X
Frontier North	PICKAWAY	Williamsport	X
Frontier North	PIKE	Beaver	X
Frontier North	PIKE	Idaho	X
Frontier North	PIKE	Pike-ton	X
Frontier North	PIKE	Waverly	X
Frontier North	PORTAGE	Garrettsville	X
Frontier North	PREBLE	Gratis	X
Frontier North	PREBLE	Lewisburg	X
Frontier North	PREBLE	West Alexandria	X
Frontier North	RICHLAND	Plymouth	X
Frontier North	SANDUSKY	Clyde	X
Frontier North	SANDUSKY	Gibsonburg	X
Frontier North	SANDUSKY	Helena	X
Frontier North	SCIOTO	Portsmouth	X
Frontier North	SENECA	Attica	X
Frontier North	SENECA	Bettsville	X
Frontier North	SENECA	Bloomville	X
Frontier North	SENECA	Republic	X

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Proposed Market Area (PMA) for  
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Frontier North	STARK	Beach City	X
Frontier North	STARK	Brewster	X
Frontier North	STARK	Minerva	X
Frontier North	STARK	Paris	X
Frontier North	STARK	Wilnot	X
Frontier North	SUMMIT	Montrose [SUM]	X
Frontier North	TUSCARAWAS	Baltic	X
Frontier North	TUSCARAWAS	Bolivar	X
Frontier North	TUSCARAWAS	Mineral City	X
Frontier North	TUSCARAWAS	New Philadelphia	X
Frontier North	TUSCARAWAS	Strasburg	X
Frontier North	TUSCARAWAS	Sugarcreek	X
Frontier North	UNION	Plain City	X
Frontier North	UNION	Richwood	X
Frontier North	VAN WERT	Convoy	X
Frontier North	VAN WERT	Ohio City	X
Frontier North	VAN WERT	Scott	X
Frontier North	VAN WERT	Willshire-Wren	X
Frontier North	VINTON	McArthur	X
Frontier North	VINTON	Wilkesville	X
Frontier North	WASHINGTON	Barlow	X
Frontier North	WASHINGTON	Beverly	X
Frontier North	WASHINGTON	Lowell	X
Frontier North	WASHINGTON	Lower Salem	X
Frontier North	WASHINGTON	Watertown	X
Frontier North	WAYNE	Burbank	X
Frontier North	WAYNE	Congress	X
Frontier North	WAYNE	Creston	X
Frontier North	WAYNE	West Salem	X
Frontier North	WILLIAMS	Bryan	X
Frontier North	WILLIAMS	Edgerton	X
Frontier North	WILLIAMS	Edon	X
Frontier North	WILLIAMS	Evansport	X
Frontier North	WILLIAMS	Montpelier	X
Frontier North	WILLIAMS	Pioneer	X
Frontier North	WILLIAMS	West Unity	X
Frontier North	WOOD	Bowling Green	X

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Proposed Market Area (PMA) for  
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Frontier North	WOOD	Grand Rapids	X
Frontier North	WOOD	Haskins-Tontogany	X
Frontier North	WOOD	North Baltimore	X
Frontier North	WOOD	Pemberville	X
Frontier North	WOOD	Wayne-Bradner	X
Frontier North	WOOD	Weston	X
Frontier North	WYANDOT	Carey	X
Frontier North	WYANDOT	Harster	X
Frontier North	WYANDOT	Nevada	X
Frontier North	WYANDOT	Wharton	X
Germantown	MONTGOMERY	Germantown	X
Glandorf	PUTNAM	Glandorf	X
Kalida	PUTNAM	Kalida	X
Little Miami	BROWN	Fayetteville	X
Little Miami	WARREN	Butlerville	X
McClure	HENRY	McClure	X
Middle Point Home	VAN WERT	Middle Point	X
Minford	SCIOTO	Minford	X
New Knoxville	AUGLAIZE	New Knoxville	X
Nova	ASHLAND	Nova	X
Nova	ASHLAND	Sullivan	X
Oakwood	PAULDING	Oakwood	X
Orwell	ASHTABULA	Colebrook	X
Orwell	ASHTABULA	Orwell	X
Orwell	ASHTABULA	Windsor	X
Orwell	HANCOCK	Mount Cory	X
Orwell	PUTNAM	Belmore	X
Orwell	PUTNAM	Gilboa	X
Orwell	PUTNAM	Leipsic	X
Orwell	PUTNAM	Pandora	X
Orwell	TRUMBULL	North Bloomfield	X
Ottoville Mutual	PUTNAM	Cloverdale	X
Ottoville Mutual	PUTNAM	Ottoville	X
Pattersonville	CARROLL	Pattersonville	X
Ridgeville	HENRY	Ridgeville Corners	X
Sherwood Mutual	DEFIANCE	Sherwood	X
Sycamore	SENECA	McCutcheonville	X

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Sycamore	SENECA	Melmore	X
Sycamore	WYANDOT	Sycamore	X
Telephone Service Co	AUGLAIZE	Cridersville	X
Telephone Service Co	AUGLAIZE	Wapakoneta	X
United of Indiana	DARKE	Union City	X
United Telephone dba Centurylink	ALLEN	Beaverdam	X
United Telephone dba Centurylink	ALLEN	Bluffton	X
United Telephone dba Centurylink	ALLEN	Cairo	X
United Telephone dba Centurylink	ALLEN	Delphos	X
United Telephone dba Centurylink	ALLEN	Elida	X
United Telephone dba Centurylink	ALLEN	Gomer	X
United Telephone dba Centurylink	ALLEN	Lafayette	X
United Telephone dba Centurylink	ALLEN	Lima	X
United Telephone dba Centurylink	ALLEN	Westminster	X
United Telephone dba Centurylink	ASHTABULA	Andover	X
United Telephone dba Centurylink	ASHTABULA	Jefferson	X
United Telephone dba Centurylink	ASHTABULA	New Lyme	X
United Telephone dba Centurylink	ATHENS	Glouster	X
United Telephone dba Centurylink	AUGLAIZE	Waynesfield	X
United Telephone dba Centurylink	CHAMPAIGN	North Lewisburg	X
United Telephone dba Centurylink	CHAMPAIGN	Rosewood	X
United Telephone dba Centurylink	CRAWFORD	Bucyrus	X
United Telephone dba Centurylink	CRAWFORD	Chatfield	X
United Telephone dba Centurylink	CRAWFORD	Lykens	X
United Telephone dba Centurylink	CRAWFORD	New Winchester	X
United Telephone dba Centurylink	DARKE	Ansonia	X
United Telephone dba Centurylink	DARKE	Arcanum	X
United Telephone dba Centurylink	DARKE	Bradford	X
United Telephone dba Centurylink	DARKE	Gettysburg	X
United Telephone dba Centurylink	DARKE	Greenville	X
United Telephone dba Centurylink	DARKE	Hollansburg	X
United Telephone dba Centurylink	DARKE	New Madison	X
United Telephone dba Centurylink	DARKE	Rosburg	X
United Telephone dba Centurylink	DARKE	Versailles	X
United Telephone dba Centurylink	DEFIANCE	Defiance	X
United Telephone dba Centurylink	DEFIANCE	Jewell	X
United Telephone dba Centurylink	DELAWARE	Sunbury	X

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United Telephone dba CenturyLink	FULTON	Archbold	X
United Telephone dba CenturyLink	FULTON	Lyons	X
United Telephone dba CenturyLink	FULTON	Metamora	X
United Telephone dba CenturyLink	FULTON	Swanton	X
United Telephone dba CenturyLink	FULTON	Wauseon	X
United Telephone dba CenturyLink	HARDIN	Ada	X
United Telephone dba CenturyLink	HARDIN	Alger	X
United Telephone dba CenturyLink	HARDIN	Dunkirk	X
United Telephone dba CenturyLink	HARDIN	Mount Victory	X
United Telephone dba CenturyLink	HARDIN	Ridgeway	X
United Telephone dba CenturyLink	HENRY	Deshler	X
United Telephone dba CenturyLink	HENRY	Florida	X
United Telephone dba CenturyLink	HENRY	Gerald	X
United Telephone dba CenturyLink	HENRY	Gretton-Malinta	X
United Telephone dba CenturyLink	HENRY	Hamler	X
United Telephone dba CenturyLink	HENRY	Holgate	X
United Telephone dba CenturyLink	HENRY	Liberty Center	X
United Telephone dba CenturyLink	HENRY	Napoleon	X
United Telephone dba CenturyLink	HOLMES	Big Prairie	X
United Telephone dba CenturyLink	HOLMES	Glenmont	X
United Telephone dba CenturyLink	HOLMES	Holmesville	X
United Telephone dba CenturyLink	HOLMES	Killbuck	X
United Telephone dba CenturyLink	HOLMES	Millersburg	X
United Telephone dba CenturyLink	HOLMES	Nashville	X
United Telephone dba CenturyLink	KNOX	Centerburg	X
United Telephone dba CenturyLink	KNOX	Danville [KNO]	X
United Telephone dba CenturyLink	KNOX	Fredericktown	X
United Telephone dba CenturyLink	KNOX	Gambier	X
United Telephone dba CenturyLink	KNOX	Martinsburg	X
United Telephone dba CenturyLink	KNOX	Mount Vernon	X
United Telephone dba CenturyLink	LICKING	Alexandria	X
United Telephone dba CenturyLink	LICKING	Croton	X
United Telephone dba CenturyLink	LICKING	Hebron	X
United Telephone dba CenturyLink	LICKING	Johnstown	X
United Telephone dba CenturyLink	LICKING	Pataskala	X
United Telephone dba CenturyLink	LICKING	Utica-Homer	X
United Telephone dba CenturyLink	LOGAN	Belle Center	X

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Proposed Market Area (PMA) for  
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United Telephone dba CenturyLink	LOGAN	Bellevue	X
United Telephone dba CenturyLink	LOGAN	De Graff	X
United Telephone dba CenturyLink	LOGAN	East Liberty	X
United Telephone dba CenturyLink	LOGAN	Huntsville	X
United Telephone dba CenturyLink	LOGAN	Rushsylvania	X
United Telephone dba CenturyLink	LOGAN	Russells Point	X
United Telephone dba CenturyLink	LOGAN	West Liberty	X
United Telephone dba CenturyLink	LOGAN	West Mansfield	X
United Telephone dba CenturyLink	LUCAS	Richfield Center-Berkey	X
United Telephone dba CenturyLink	LUCAS	Waterville	X
United Telephone dba CenturyLink	MAHONING	Berlin Center	X
United Telephone dba CenturyLink	MAHONING	Damascus	X
United Telephone dba CenturyLink	MAHONING	North Benton	X
United Telephone dba CenturyLink	MARION	Caledonia	X
United Telephone dba CenturyLink	MERCER	Rockford	X
United Telephone dba CenturyLink	MORGAN	Chesterhill	X
United Telephone dba CenturyLink	MORGAN	McConnellsville	X
United Telephone dba CenturyLink	MORGAN	Pennsville	X
United Telephone dba CenturyLink	MORGAN	Reinersville-Hackney	X
United Telephone dba CenturyLink	MORGAN	Stockport	X
United Telephone dba CenturyLink	MORROW	Cardington	X
United Telephone dba CenturyLink	MORROW	Chesterville	X
United Telephone dba CenturyLink	MORROW	Johnsville	X
United Telephone dba CenturyLink	MORROW	Marengo	X
United Telephone dba CenturyLink	MORROW	Mount Gilead	X
United Telephone dba CenturyLink	MUSKINGUM	Adamsville	X
United Telephone dba CenturyLink	MUSKINGUM	Frazesburg	X
United Telephone dba CenturyLink	PERRY	Crooksville	X
United Telephone dba CenturyLink	PERRY	Junction City	X
United Telephone dba CenturyLink	PICKAWAY	Mount Sterling	X
United Telephone dba CenturyLink	PORTAGE	Lake Milton	X
United Telephone dba CenturyLink	PORTAGE	Wayland	X
United Telephone dba CenturyLink	PORTAGE	Windham	X
United Telephone dba CenturyLink	PREBLE	Camden	X
United Telephone dba CenturyLink	PREBLE	Eaton	X
United Telephone dba CenturyLink	PREBLE	Eldorado	X
United Telephone dba CenturyLink	PREBLE	New Paris	X

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United Telephone dba CenturyLink	PREBLE	West Manchester	X
United Telephone dba CenturyLink	PUTNAM	Ottawa	X
United Telephone dba CenturyLink	RICHLAND	Adario	X
United Telephone dba CenturyLink	RICHLAND	Bellville	X
United Telephone dba CenturyLink	RICHLAND	Butler	X
United Telephone dba CenturyLink	RICHLAND	Lexington	X
United Telephone dba CenturyLink	RICHLAND	Lucas	X
United Telephone dba CenturyLink	RICHLAND	Mansfield	X
United Telephone dba CenturyLink	RICHLAND	Shelby	X
United Telephone dba CenturyLink	RICHLAND	Shiloh	X
United Telephone dba CenturyLink	SANDUSKY	Woodville	X
United Telephone dba CenturyLink	SENECA	Green Springs	X
United Telephone dba CenturyLink	SENECA	Old Fort	X
United Telephone dba CenturyLink	SHELBY	Anna	X
United Telephone dba CenturyLink	SHELBY	Botkins	X
United Telephone dba CenturyLink	SHELBY	Fort Loramie	X
United Telephone dba CenturyLink	SHELBY	Jackson Center	X
United Telephone dba CenturyLink	SHELBY	Sidney	X
United Telephone dba CenturyLink	TRUMBULL	Bristolville	X
United Telephone dba CenturyLink	TRUMBULL	Cortland	X
United Telephone dba CenturyLink	TRUMBULL	Greene	X
United Telephone dba CenturyLink	TRUMBULL	Hartford	X
United Telephone dba CenturyLink	TRUMBULL	Johnston	X
United Telephone dba CenturyLink	TRUMBULL	Kinsman	X
United Telephone dba CenturyLink	TRUMBULL	Newton Falls	X
United Telephone dba CenturyLink	TRUMBULL	Warren	X
United Telephone dba CenturyLink	UNION	Byhalla	X
United Telephone dba CenturyLink	UNION	Magnetic Springs	X
United Telephone dba CenturyLink	UNION	Marysville	X
United Telephone dba CenturyLink	UNION	Milford Center	X
United Telephone dba CenturyLink	UNION	Raymond	X
United Telephone dba CenturyLink	UNION	York Center	X
United Telephone dba CenturyLink	VAN WERT	Van Wert	X
United Telephone dba CenturyLink	VAN WERT	Venedocia	X
United Telephone dba CenturyLink	WARREN	Lebanon	X
United Telephone dba CenturyLink	WARREN	Mason	X
United Telephone dba CenturyLink	WARREN	Morrow	X

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United Telephone dba CenturyLink	WARREN	South Lebanon	X
United Telephone dba CenturyLink	WARREN	Waynesville	X
United Telephone dba CenturyLink	WASHINGTON	Bartlett	X
United Telephone dba CenturyLink	WAYNE	Apple Creek	X
United Telephone dba CenturyLink	WAYNE	Fredericksburg	X
United Telephone dba CenturyLink	WAYNE	Kidron	X
United Telephone dba CenturyLink	WAYNE	Marshallville	X
United Telephone dba CenturyLink	WAYNE	Orville	X
United Telephone dba CenturyLink	WAYNE	Rittman	X
United Telephone dba CenturyLink	WAYNE	Shreve	X
United Telephone dba CenturyLink	WAYNE	Smithville	X
United Telephone dba CenturyLink	WAYNE	Sterling	X
United Telephone dba CenturyLink	WAYNE	Wooster	X
United Telephone dba CenturyLink	WILLIAMS	Stryker	X
United Telephone dba CenturyLink	WOOD	Bloomdale	X
United Telephone dba CenturyLink	WOOD	Cygnat	X
United Telephone dba CenturyLink	WOOD	Lucky	X
United Telephone dba CenturyLink	WOOD	Moline	X
United Telephone dba CenturyLink	WOOD	Portage	X
United Telephone dba CenturyLink	WOOD	Risingsun	X
United Telephone dba CenturyLink	WOOD	Stony Ridge	X
Vanlue	HANCOCK	Vanlue	X
Vaughnsville	PUTNAM	Vaughnsville	X
Wabash Mutual	MERCER	Wabash	
Windstream Ohio	CHAMPAIGN	St. Paris	
Windstream Ohio	FULTON	Chesterfield	
Windstream Ohio	FULTON	Delta	
Windstream Ohio	FULTON	Neapolis	
Windstream Ohio	HARDIN	Kenton	
Windstream Ohio	LICKING	Granville	
Windstream Ohio	LICKING	Gratiot	
Windstream Ohio	LICKING	Hanover-Marne	
Windstream Ohio	LICKING	Newark	
Windstream Ohio	LICKING	St. Louisville	
Windstream Ohio	LORAIN	Columbia Station	
Windstream Ohio	LORAIN	Elyria	
Windstream Ohio	MIAMI	Covington	



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Windstream Ohio	MIAMI	Pleasant Hill	
Windstream Ohio	PAULDING	Paulding	
Windstream Western Reserve	ASHTABULA	Ashtabula	X
Windstream Western Reserve	ASHTABULA	Austintburg	X
Windstream Western Reserve	ASHTABULA	Dorset	X
Windstream Western Reserve	ASHTABULA	Geneva	X
Windstream Western Reserve	ASHTABULA	Kingsville	X
Windstream Western Reserve	ASHTABULA	Pierpont	X
Windstream Western Reserve	ASHTABULA	Rock Creek	X
Windstream Western Reserve	ASHTABULA	Trumbull	X
Windstream Western Reserve	ATHENS	Coolville	X
Windstream Western Reserve	BELMONT	Centerville [BEL]	X
Windstream Western Reserve	BELMONT	Morristown	X
Windstream Western Reserve	BELMONT	Powhatan Point	X
Windstream Western Reserve	GEAUGA	Bainbridge [GEA]	X
Windstream Western Reserve	GEAUGA	Chardon	X
Windstream Western Reserve	GEAUGA	East Claridon	X
Windstream Western Reserve	GEAUGA	Huntsburg	X
Windstream Western Reserve	GEAUGA	Middlefield	X
Windstream Western Reserve	GEAUGA	Montville	X
Windstream Western Reserve	GEAUGA	Newbury	X
Windstream Western Reserve	GEAUGA	Parkman	X
Windstream Western Reserve	GEAUGA	Russell	X
Windstream Western Reserve	GEAUGA	Thompson	X
Windstream Western Reserve	GUERNSEY	Cumberland	X
Windstream Western Reserve	GUERNSEY	Fairview	X
Windstream Western Reserve	GUERNSEY	Old Washington	X
Windstream Western Reserve	GUERNSEY	Quaker City	X
Windstream Western Reserve	HARRISON	Hopedale	X
Windstream Western Reserve	JEFFERSON	Bloomingtondale	X
Windstream Western Reserve	LAKE	Madison	X
Windstream Western Reserve	LAKE	Perry	X
Windstream Western Reserve	MEDINA	Hinckley	X
Windstream Western Reserve	MEIGS	Chester	X
Windstream Western Reserve	PORTAGE	Aurora	X
Windstream Western Reserve	PORTAGE	Hiram	X
Windstream Western Reserve	SUMMIT	Hudson	X

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Proposed Market Area (PMA) for  
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Windstream Western Reserve	SUMMIT	Northfield	X
Windstream Western Reserve	SUMMIT	Peninsula	X
Windstream Western Reserve	SUMMIT	Richfield	X
Windstream Western Reserve	SUMMIT	Twinsburg	X
Windstream Western Reserve	TRUMBULL	Mesopotamia	X
Windstream Western Reserve	WASHINGTON	Little Hocking	X
X			

**This foregoing document was electronically filed with the Public Utilities**

**Commission of Ohio Docketing Information System on**

**10/17/2018 2:56:14 PM**

**in**

**Case No(s). 18-1562-TP-ACE**

Summary: Application In the Matter of the Application of Xclutel, LLC to provide Competitive Local Exchange Telecommunications Services in the State of Ohio electronically filed by Mr. Jason A Danowsky on behalf of Xclutel, LLC