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November 16, 2018

VIA DOCKETING INFORMATION SYSTEM

Public Utility Commission of Ohio
180 E. Broad St.
Columbus, OH 43215

RE: Xclutel, LLC's Final Tariff Filing;
18-1562-TP-ACE; 90-9433-TP-TRF

Dear Docketing Clerk,

Please accept Xclutel, LLC's attached final tariffs and forms for Xclutel, LLC's Application for Certification to Provide Competitive Local Exchange Telecommunications. The following are attached:

- Telecommunications Retail Service Offering Form,
- Local Exchange – PUCO No. 1, and
- Access Tariff – PUCO No.2

Please contact me if you wish to discuss this matter.

Sincerely,



Jason A. Danowsky

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.

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)

Xclutel, LLC

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

Applicable in Ohio State

Issued: November 16, 2018
Effective: November 16, 2018

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

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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 with its principal office located at 25656 W. 97th Street. Lenexa, KS 66227. 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
25656 W. 97th Street
Lenexa, KS 66227

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

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 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.

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"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, operator services, directory assistance, 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 25656 W. 97th Street. Lenexa, KS 66227

"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.

"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.

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

"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.

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"Omit Address" is a Service that removes a Customer's address from the telephone directory and Local Directory Assistance records.

"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.

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"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 Commision 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

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carriers to furnish Service from time to time as required at the sole discretion of the Company.

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);

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(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

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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 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.

(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;

(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.

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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. 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).

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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 Services may not be used for any 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.

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

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2.10 Liabilities of the Company

2.10.1 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 forseeability of such damages.

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

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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 Basic Local Prepaid Service shall be installed within five business days of the receipt by a telephone company of a completed application for new access line service, unless the customer requests or agrees to a later date.

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 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. 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 or 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 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 6.

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.

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 Consumer Services Division. 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
1-800-686-7826
www.puco.ohio.gov

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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 This Section Intentionally Left Blank

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 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.

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.

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(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;

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(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 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.

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.

(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;

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(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.

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

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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.

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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.

2.26.3 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 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

Length of Interruption	**Amount of Service To Be Credited**
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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If Basic Local Prepaid Service outage is reported to the Company and lasts more than seventy-two hours, the Company shall credit the customer in the amount of one month's charges for Basic Local Prepaid Service.

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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.

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 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.

3.1.3 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.

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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 This Section Intentionally Left Blank

3.4 This Section Intentionally Left Blank

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 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 This Section Intentionally Left Blank

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 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. The charge includes Service Ordering, Central Office work, exchange access line work and a standard voice miniature six-position network interface.

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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.

SECTION 4 – MISCELLANEOUS

4. Discontinuation of Service

4.1. 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); 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

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(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; 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.

4.2 Changes in Service Requested

4.2.1 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.

4.3. 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.

4.4. 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 5 - PROMOTIONAL OFFERINGS

5 Discounts

5.1 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 6 - DESCRIPTION OF RATES*

6.1 Basic Local Service Rates

6.1.1 Monthly Recurring Charges

Business Service	$27.95 monthly

6.1.2 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
Delinquency Fee	$ 5.00
Restoration Fee	$25.00
Local Directory Assistance	$ 1.99
Move Service	
Number Change	$10.00
Service restoration	$25.00
Trouble Location Charge	$30.00
Primary Interexchange	
Carrier Change Charge	
Manual Change	$5.50
Electronic Change	$1.25

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

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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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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.

SHEET	REVISION	SHEET	REVISION
1	Original	25	Original
2	Original	26	Original
3	Original	27	Original
4	Original	28	Original
5	Original	29	Original
6	Original	30	Original
7	Original	31	Original
8	Original	32	Original
9	Original	33	Original
10	Original	34	Original
11	Original	35	Original
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* New or revised page

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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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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).(l).

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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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.

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

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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 ortermination 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.

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.

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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.

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

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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.

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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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.

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

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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.

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

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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.

L. The Company shall not be liable for any act or omission of any other company or companies furnishing a portion of the service, or for damages associated with service, Channels, or equipment which result from the operation of Customer-provided systems, equipment, facilities or service which are interconnected with Company services.

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

N. The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies, for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as its agent, to the Company's Network. The Customer shall secure all licenses, permits, rights-of-way, and other

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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 previsions that affect matters that commonly appear in telephone utility Terms and Conditions:

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.

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.

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

2.1.6 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.

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

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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.

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.

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.

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;

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.l.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

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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.

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.

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

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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.

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.

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

2.4.2.A The Customer is responsible for providing and maintaining any terminal equipment on the Customer Premises. The electric power

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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.

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

2.4.3 Interconnection of Facilities

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.

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.

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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 2.5.3 following and later restored, restoration of service will be subject to all applicable installation charges.

The Customer shall notify the Company of any disputed items on an invoice within 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.

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.

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

(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:

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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.

B. 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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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.

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;

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B. interruptions due to the negligence of any person other than the Company, including, but not limited to, the Customer or other Common Carriers connected to the Company's facilities;

C. interruptions due to the failure or malfunction of non-Company equipment;

D. interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;

E. interruptions of service during a period in which the Customer continues to use the service on an impaired basis;

F. interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;

G interruption of service due to circumstances or causes beyond the control of the Company.

2.7 Transfers and Assignments

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

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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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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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).

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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 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.

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.

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

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.

5.4 Rates and Charges

5.4.1 End Office Switching

5.4.1.1	Originating Local Switching Per Access Minute	Note 1
5.4.1.2	Terminating Local Switching Per Access Minute	Note 1
5.4.1.3	Originating Common Trunk Port	Note 1
5.4.1.4	Terminating Common Trunk Port	Note 1

5.4.2 Switched Transport

5.4.2.1	Originating Tandem Switched Termination, Per Access Minute	Note 1
5.4.2.2	Terminating Tandem Switched Termination, Per Access Minute	Note 1
5.4.2.3	Originating Tandem Switched Facility, Per Access Minute, per mile	Note 1
5.4.2.4	Terminating Tandem Switched Facility, Per Access Minute, per mile	Note 1

[1]Switched Access Services will be assessed at the rates set forth in the interstate access tariffs of AT&T Ohio, Frontier North, Inc., and Windstream Western Reserve, as amended from time to time, posted at https://www.att.com/gen/public-affairs?pid=13529; http://carrier.frontiercorp.com/crtf/tariffs/index.cfm?fuseaction=fcc&stateID=&sctnID=8&companyID=15; and https://www.windstream.com/About-Us/Tariffs/, respectively.

5.4.3 Chargeable Optional Features

5.4.3.1 Toll-Free 8XX Data Base Query, Per Query Note 1

5.4.3.1 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.

5.5 Miscellaneous Charges

Customer Requested Expedite	$250, per location, per order
Cancellation (more than 3 business days from order placement) [2]	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).

[1] Switched Access Services will be assessed at the rates set forth in the interstate access tariffs of AT&T Ohio, Frontier North, Inc., and Windstream Western Reserve, as amended from time to time, posted at https://www.att.com/gen/public-affairs?pid=13529; http://carrier.frontiercorp.com/crtf/tariffs/index.cfm?fuseaction=fcc&stateID=&sctnID=8&companyID=15; and https://www.windstream.com/About-Us/Tariffs/, respectively.

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

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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.

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