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September 10, 2002

Via Federal Express

(614) 466-3705

Public Utilities Commission of Ohio
180 East Broad Street
Columbus, Ohio 43215-3793

02-2357-CT-ACE

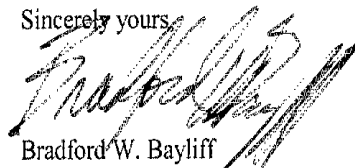
Re: Application of Inter-Tel NetSolutions, Inc. for Operating Authority as an
Interexchange Carrier Within the State of Ohio

Dear Sirs:

On behalf of Inter-Tel NetSolutions, Inc. (NetSolutions), enclosed are the original and 10 copies of NetSolutions' 563 Registration Form. I am also enclosing an additional copy of this letter to be file-stamped. Please return the file-stamped copy to me in the enclosed self-addressed, stamped envelope.

Please contact me by telephone at (512) 225-0027 or via email at bbayliff@phonelaw.com if you have questions about NetSolutions or the application. Thank you in advance for your cooperation and assistance with this filing.

Sincerely yours



Bradford W. Bayliff
Attorney for
Inter-Tel NetSolutions, Inc.

Enclosures

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GENERAL-DUCKETING DIV

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PUCO

In the Matter of the Application of
Inter-Tel NetSolutions, Inc.

Case No. 02 - 2357 CT - ACE

Date September 10, 2002 TRF Docket No. TP-TRF

- ☐ 1. (ABN) Withdrawal or Abandonment of all Services (14-day notice, 13 copies)
- ☒ 2. (ACE) New Operating Authority (30-day approval, 10 copies)
- ☒ IXC ☐ AOS ☐ CAP ☐ Cellular ☐ Paging
- ☐ Other _____
- ☐ 3. (AMT) Merger (14-day notice, 13 copies)
- ☐ 4. (ATR) Transfer or Transaction Affecting Operating Authority (14-day notice, 7 copies)
- ☐ 5. (ARJ) All Other Requests for Relief from Jurisdiction (NOT automatic, 10 copies)
- ☐ 6. (MTW) "Me Too" Waiver (30-day approval, 10 copies)
- ☐ 7. (RRJ) Interexchange Switchless Rebiller Request for Relief from Jurisdiction (30-day approval, 10 copies)
- ☐ 8. (WVR) Request for Waiver from Portion(s) of 563 pursuant to I.D.3. of the 563 guidelines (NOT automatic, 10 copies)
- ☐ 9. (ZAC) Contract (0-day notice, 10 copies)
- ☐ 10. (ZCN) Change of Name (0-day notice, 10 copies)
- ☐ 11. (ZCO) Change in Ownership (0-day notice, 10 copies)
- ☐ 12. (ZTA) Introduction of new tariffed service(s), textual revision, correction of error, addition of service area(s), etc. (0-day notice, 10 copies)
- ☐ 13. (UNC) Unclassified (explain) _____ (NOT automatic, 10 copies)
- ☐ 14. Other (explain) _____ (NOT automatic, 10 copies)

☐ 15. Introduction or Extension of Promotional Offering

☐ 16. New Price List Rate for Existing Service

☐ 17. Designation of Registrant's Process Agent(s)

- ☒ A copy of registrant's proposed informational tariff. (2)
☒ Statement affirming that the registrant has notified the Ohio Department of Taxation of its intent to conduct operations as a telephone utility in the State of Ohio. (2)
☒ List of names, addresses, and phone numbers of officers and directors, or partners. (2-4)
☒ Brief description of service(s) proposed. (2)
☐ Copy of tariff sheet(s) & price list(s) superseded, marked as Exhibit A. (1, 3-4, 6, 8, 10, 12-16)

- ☐ Copy of revised tariff sheets & price lists, marked as Exhibit B. (1, 3-4, 6, 8, 10,12-16)
- ☐ If increase to residential MTS, DA, or traditional operator surcharges, specify which notice procedure will be utilized: _____ real time; or _____ annual. (12, 16)
- ☐ Copy of real time notice which has been provided to customers. (1, 3, 10-12, 16)
- ☐ Copy of annual notice which will be sent to customers is: _____ included with this filing; or will be filed with the Commission _____ (month) _____ (year). (16)
- ☐ Description of and rationale for proposed tariff changes, including a complete description of the service(s) proposed or affected. Specify for each service affected whether it is business _____, residence _____, or both _____, as well as whether it is a switched _____ or dedicated _____ service. Include in this information either the cover letter or label as "Exhibit C." (3, 6, 8, 12-15)
- ☐ Delineation of any deaveraged message toll service, if applicable. (6, 12-16)
- ☐ Statement explaining rationale for proposal. (1, 3-5, 10-11)
- ☐ List of Ohio counties specifically involved or affected. (1-6, 8, 10, 16)
- ☐ Certification from Ohio Secretary of State as to party's proper standing (domestic or foreign corporation, authorized use of fictitious name, etc.). (2-4, 7, 10) (In transfer of certificate cases, the transferee's good standing must be established.)
- ☐ Justification for waiver of specific element(s) of 563. (6, 8)
- ☐ Responses to questions contained in Appendix A, Attachment 4 to the 563 guidelines. (7)
- ☐ For radio common carriers, a statement affirming that registrant has obtained all necessary federal authority to conduct operations being proposed, and that copies have been furnished by cellular, paging, and mobile companies to the Commission of any Form 401, 463, and/or 489 which the applicant has filed with the Federal Communications Commission. (2-4)
- ☐ Other information requested by the Commission staff.

III. Registrant hereby attests to its compliance with the following requirements in the Service Requirements Form, as well as all pertinent entries and orders issued by the Commission with respect to these issues. Further, registrant hereby affirms that it will maintain with its TRF docket an up-to-date, properly marked, copy of the Service Requirements Form available for public inspection.

Mandatory requirements for all CTS providers:

- ☒ Sales tax
- ☒ Deposits

Service requirements for CTS providers of certain services (check all applicable):

- ☐ Discounts for Persons with Communication Disabilities and the Telecommunication Relay Service
- ☐ Emergency Services Calling Plan
- ☐ Alternative Operator Service (AOS) requirements
- ☐ Limitation of Liability Language
- ☐ Termination Liability Language

IV. List names, titles, phone numbers, and addresses of those persons authorized to make and/or verify filings at the Commission on behalf of the registrant:

Please see Exhibit 8

NOTE: An annual report is required to be filed with the Commission by each company on an annual basis. The annual report form will be sent for completion to the address and individual(s) identified in this Section unless another address or individual is so indicated.

VERIFICATION

I, Jon Brinton, President verify that I have utilized, verbatim, the Commission's 563 Registration Form issued December 21, 1995, and that all of the information submitted here, and all additional information submitted in connection with Case No. _____ - CT - _____ is true and correct to the best of my knowledge.

(Signature)*

9/10/02
(Date)

*A verification is required for every filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.

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

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

EXHIBIT 1

REGISTRANT'S PROPOSED INFORMATIONAL TARIFF

TITLE PAGE

OHIO

INTEREXCHANGE TELECOMMUNICATIONS TARIFF

OF

INTER-TEL NETSOLUTIONS, INC.

This Tariff contains the descriptions, regulations, and rates applicable to the furnishing of intrastate (intraLATA and interLATA) Telecommunications Services provided by Inter-Tel NetSolutions, Inc., with corporate offices at 3550 North Central Avenue, Suite 800, Phoenix, Arizona 85012, and Business Offices at 885 Trademark Drive, Reno, Nevada 89511, to Customers within the state of Ohio. Authority to provide Service was granted in Docket No. _____, on October ____, 2002. This Tariff is on file with the Public Utilities Commission of Ohio and copies may be inspected, during normal Business Hours, at the Company's principal place of business.

Date Issued: September 11, 2002

Issued by:

Effective Date: November 11, 2002

Jon Brinton, President

Inter-Tel NetSolutions, Inc.

3550 North Central Avenue, Suite 800

Phoenix, Arizona 85012

CHECK SHEET

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

<u>PAGE</u>	<u>REVISION</u>	<u>PAGE</u>	<u>REVISION</u>	<u>PAGE</u>	<u>REVISION</u>
1	Original*	31	Original*	61	Original*
2	Original*	32	Original*	62	Original*
3	Original*	33	Original*	63	Original*
4	Original*	34	Original*	64	Original*
5	Original*	35	Original*	65	Original*
6	Original*	36	Original*	66	Original*
7	Original*	37	Original*	67	Original*
8	Original*	38	Original*	68	Original*
9	Original*	39	Original*	69	Original*
10	Original*	40	Original*	70	Original*
11	Original*	41	Original*	71	Original*
12	Original*	42	Original*	72	Original*
13	Original*	43	Original*	73	Original*
14	Original*	44	Original*	74	Original*
15	Original*	45	Original*	75	Original*
16	Original*	46	Original*	76	Original*
17	Original*	47	Original*	77	Original*
18	Original*	48	Original*	78	Original*
19	Original*	49	Original*	79	Original*
20	Original*	50	Original*	80	Original*
21	Original*	51	Original*	81	Original*
22	Original*	52	Original*	82	Original*
23	Original*	53	Original*	83	Original*
24	Original*	54	Original*	84	Original*
25	Original*	55	Original*		
26	Original*	56	Original*		
27	Original*	57	Original*		
28	Original*	58	Original*		
29	Original*	59	Original*		
30	Original*	60	Original*		

* Indicates a sheet submitted with this filing.

Date Issued: September 11, 2002

Issued by:

Effective Date: November 11, 2002

Jon Brinton, President

Inter-Tel NetSolutions, Inc.

3550 North Central Avenue, Suite 800

Phoenix, Arizona 85012

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Jon Brinton, President
Inter-Tel NetSolutions, Inc.
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Phoenix, Arizona 85012

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Jon Brinton, President

Inter-Tel NetSolutions, Inc.

3550 North Central Avenue, Suite 800

Phoenix, Arizona 85012

APPLICATION OF TARIFF

Inter-Tel NetSolutions, Inc. is a Texas corporation with its corporate headquarters in Phoenix, Arizona. The Company provides Telecommunications Services in Ohio. This Tariff contains the description of the Services offered, the terms and conditions under which each of its Services is provided, and all effective rates and charges applicable to the furnishing of Intrastate Interexchange Service by the Company in the state of Ohio. The rates and Services provided in this Tariff are filed at the Commission pursuant to state statutes and the rules adopted by the Commission. Only those Services, terms and conditions, and rates and charges contained in this Tariff may be provided to Customers within the state of Ohio.

Date Issued: September 11, 2002

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Effective Date: November 11, 2002

Jon Brinton, President
Inter-Tel NetSolutions, Inc.
3550 North Central Avenue, Suite 800
Phoenix, Arizona 85012

TARIFF FORMAT

- A. Page Numbering - Page numbers appear in the upper right corner of the page. 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 point and a number are added. For example, a new page added between sheets 14 and 15 would be 14.1.
- 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 version on file with the Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14.
- C. Paragraph Numbering Sequence - There are nine 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
 - 2.1.1.(A).1.(a)
 - 2.1.1.(A).1.(a).I
 - 2.1.1.(A).1.(a).I.(i)
 - 2.1.1.(A).1.(a).I.(i).(1)
- 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. All revisions in a filing are designated by an asterisk (*). The Tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.

Date Issued: September 11, 2002

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Inter-Tel NetSolutions, Inc.
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Phoenix, Arizona 85012

**CONCURRING, CONNECTING, OR
OTHER PARTICIPATING CARRIERS**

1. Concurring Carriers - None.
2. Terminating Carriers - None
3. Other Participating Carriers - None.
4. Billing Agents - None

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Jon Brinton, President
Inter-Tel NetSolutions, Inc.
3550 North Central Avenue, Suite 800
Phoenix, Arizona 85012

SECTION 1 - SYMBOLS, TECHNICAL TERMS AND ABBREVIATIONS

1.1 Symbols

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

C – Indicates a change in a regulation but no change in a rate or charge

D – Indicates a discontinued rate or regulation.

E – Indicates a correction of an error made during a previous revision

I – Indicates a change resulting in an increase to a Customer's bill

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 revisions, each provision or rate element changed will contain a vertical line that will identify the lines being changed.

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Phoenix, Arizona 85012

SECTION 1 - SYMBOLS, TECHNICAL TERMS AND ABBREVIATIONS (continued)

1.2 Definitions

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

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

Authorized User means a person that is either authorized by the Customer to use telephone Service at the 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 Service.

Business Hours means the time after 5:00 A.M. and before 6:00 P.M. Pacific Time, Monday through Friday, excluding holidays.

Business Office means the primary location where the business operations of the Company are performed and where copies of the Company's Tariffs are made available for public inspection. The Business Office address is 885 Trademark Drive, Reno, Nevada 89511.

Calling Card Service means a telephone calling card issued by the Company, at the Customer's request, that enables the Customer or Authorized Users to place calls over the network and to have the charges for such calls billed to the Customer's Account.

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.

Company means Inter-Tel NetSolutions, Inc.

Commission means the Public Utilities Commission of Ohio.

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Jon Brinton, President

Inter-Tel NetSolutions, Inc.

3550 North Central Avenue, Suite 800

Phoenix, Arizona 85012

SECTION 1 - SYMBOLS, TECHNICAL TERMS AND ABBREVIATIONS (continued)

1.2 Definitions (continued)

Customer or Subscriber means a person or other entity that orders Service and is responsible for payment of charges due and compliance with the Company's Tariff.

Customer-Provided Equipment means 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 and for which payment is not received on or before the due date printed on the Customer's bill.

Discontinuance means the disconnection of a Service or a circuit, dedicated access line, or port connection being used for existing Service.

End User means the ultimate user of the Telecommunications Services.

Equipment means the physical components utilized to provide Service.

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.

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

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Jon Brinton, President

Inter-Tel NetSolutions, Inc.

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Phoenix, Arizona 85012

SECTION 1 - SYMBOLS, TECHNICAL TERMS AND ABBREVIATIONS (continued)

1.2 Definitions (continued)

Interexchange Service means the provision of long distance service between LATAs.

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.

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 (LEC) means the telephone company that furnishes Local Exchange Services to Customers.

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 6:00 P.M. and before 5:00 A.M., Pacific Time, 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.

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

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Phoenix, Arizona 85012

SECTION 1 - SYMBOLS, TECHNICAL TERMS AND ABBREVIATIONS (continued)

1.2 Definitions (continued)

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.

Rate Periods - The times included in the terms Peak Rate Period and Off-Peak Rate Period shall be as follows:

Peak Rate Period: Monday-Friday, 8:00 a.m. - 5:00 p.m.

Off-Peak Rate Period: All time periods not included in Peak Period.

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 that the requested Service or Facility is available for use, unless extended by the Customer's refusal to accept Service that 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 the Customer used the Service or Facility.

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

Switch means an electronic device that is used to provide circuit sharing, routing, and control of Telecommunications Services.

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Phoenix, Arizona 85012

SECTION 1 - SYMBOLS, TECHNICAL TERMS AND ABBREVIATIONS (continued)

1.2 Definitions (continued)

Tariff means a document filed with the Public Utilities Commission of Ohio or the FCC that describes Services, Facilities, 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 electronic or optical signals 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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Jon Brinton, President
Inter-Tel NetSolutions, Inc.
3550 North Central Avenue, Suite 800
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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

- 2.1.1 The Company provides long distance Telecommunications Services originating and terminating throughout the state of Ohio in accordance with the terms of this Tariff.

The Company is authorized to serve as its Customers' agent for purposes of ordering changes to and maintenance of the Telecommunications Services provided by any Interexchange or Local Exchange Company that may be necessary to implement and maintain the Company's Services provided to a Customer. The Company is authorized by its Customers to deal directly with any such carriers and with any other vendor in all matters pertaining to its provision of Service to a Customer. A Customer's appointment of the Company as its agent shall not apply to any software modifications that may be necessary with respect to traffic routing or least-cost routing features or functions, which modifications must be made by the Customer through appropriate interaction with the responsible vendor of such features or functions. The Company's appointment as a Customer's agent remains in effect unless modified or revoked in writing or other means approved by the Commission.

- 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 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.
- 2.1.4 The Company's Services are available twenty-four (24) hours per day, seven (7) days per week.
- 2.1.5 The Company will comply with all rules and regulations of the Commission.

Date Issued: September 11, 2002

Issued by:

Effective Date: November 11, 2002

Jon Brinton, President
Inter-Tel NetSolutions, Inc.
3550 North Central Avenue, Suite 800
Phoenix, Arizona 85012

SECTION 2 - RULES AND REGULATIONS (continued)

2.2 Terms and Conditions

- 2.2.1 Except as otherwise provided herein, the minimum period of Service is one month (30 days). The Company will issue a billing invoice monthly.
- 2.2.2 Any termination of Service shall not relieve Customer of its obligation to pay any charges incurred under the Service Agreement and this Tariff prior to termination. The Company's and the Customer's rights and obligations, which by their nature extend beyond the termination of the term of the Service Agreement, shall survive such termination.
- 2.2.3 This Tariff shall be interpreted and governed by the laws of the State of Texas.

Date Issued: September 11, 2002

Issued by:

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Jon Brinton, President
Inter-Tel NetSolutions, Inc.
3550 North Central Avenue, Suite 800
Phoenix, Arizona 85012

SECTION 2 - RULES AND REGULATIONS (continued)

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 charges for Service; and
- (B) The name(s), telephone number(s), and address(es) of the Customer contact person(s); and
- (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, Facilities or other 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 Facilities and Equipment. The Customer may be required to install and maintain 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;

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SECTION 2 - RULES AND REGULATIONS (continued)

2.3 Obligations of the Customer (continued)

- 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 Facilities and Equipment in any Customer Premises or the rights-of-way for which Customer is responsible, and granting or obtaining permission for the Company at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of Service as stated herein, removing Facilities or Equipment;
- 2.3.5 The Customer may not create or allow to be placed or maintained any liens or other encumbrances on Facilities or Equipment; and
- 2.3.6 The Customer must make 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.

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SECTION 2 - RULES AND REGULATIONS (continued)

2.4 Liability of the Customer

- 2.4.1 The Customer will be liable for damages to Facilities or Equipment and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invitees, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- 2.4.2 To the extent caused by any negligent or intentional act of the Customer, 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 to expand the Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

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SECTION 2 - RULES AND REGULATIONS (continued)

2.5 Claims

2.5.1 With respect to any Service or Facility provided by the Company, the 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 mark or service mark, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer arising out of the material, data, information, or other content transmitted over the network, including use of Services or 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, Facilities, or Equipment 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 Service, Facilities, 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 Facilities or Equipment 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 Services or Facilities;

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SECTION 2 - RULES AND REGULATIONS (continued)

2.5 Claims (continued)

- (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 Services or Facilities; or by means of the combination of Company-provided Services or Facilities;
- (G) Breach in the privacy or security of communications;
- (H) Changes in any of the Facilities, operations or procedures of the Company that render any Services, Facilities, or Equipment provided by the Customer obsolete, or require modification or alteration of such Services, Facilities, or Equipment, or otherwise affect their use or performance, except where the Customer provides the Company of its requirement for reasonable notice and such notice is not provided to the Customer, in which event the Company's liability is limited as set forth in of Sections 2.27 et seq.
- (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 by the Company during any period that Service is unavailable; or
- (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.

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SECTION 2 - RULES AND REGULATIONS (continued)

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) may be made by the Company to the extent that circumstances exist that reasonably indicate that such changes are appropriate.

2.7 Returned Check Charge

- 2.7.1 A returned check charge in the amount of the greater of one percent (1%) of the amount owed or \$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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SECTION 2 - RULES AND REGULATIONS (continued)

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; and,
- (B) The new Customer (Assignee Customer) notifies the Company in writing that it agrees to assume all outstanding obligations of the Assignor Customer for use of the Company's Services. These obligations include all outstanding indebtedness for the use of the Company's Service; and,
- (C) Prior written consent of the Company is secured. The Company agrees to respond to a request to assign or transfer to an Assignee Customer within fifteen (15) days of receipt of the request. Consent to such transfer or assignment will not be unreasonably withheld.
- (E) Such a transfer will be treated as a Discontinuation of existing Service and installation of new Service, and Non-Recurring Installation Charges as stated in this Tariff will apply.

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.

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SECTION 2 - RULES AND REGULATIONS (continued)

2.9 Use of Service

- 2.9.1 The Company's Service(s) may be used for any lawful purpose within the scope of the Company's certificated authority and consistent with the transmission and switching parameters of the Facilities or Equipment utilized by the Company in the provision of such Service(s).
- 2.9.2 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.
- 2.9.3 Business and residential Customers may not purchase Services for aggregation, sharing, or resale purposes. The Company's Services may not be resold for any purpose unless the Customer is a duly authorized regulated common carrier.
- 2.9.4 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.
- 2.9.5 The use of the Company's Service(s) without payment for Service(s) or attempting to avoid payment for Service(s) by fraudulent means, devices, or schemes, such as false or invalid numbers, credit cards or phone cards or numbers of such cards, is prohibited.
- 2.9.6 The Company's Service(s) may be denied or Discontinued for nonpayment of charges or for other violations of this Tariff.
- 2.9.7 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.

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SECTION 2 - RULES AND REGULATIONS (continued)

2.9 Use of Service (continued)

2.9.8 Prohibited Uses

- (A) The Company's Services shall not be used for any unlawful purpose or for any use for which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- (B) The Company may block any signals being transmitted by Customers over its network that 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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SECTION 2 - RULES AND REGULATIONS (continued)

2.10 Disclaimer of Warranties and Limitation of Liabilities of the Company

- 2.10.1 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 Sections 2.27 et seq.
- 2.10.2 When the Company uses the Facilities of other carriers, the Company is not liable for any act or omission of the other carrier(s).
- 2.10.3 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 revenues or 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, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control, whether a claim for such liability is premised upon breach of contract, tort, misrepresentation, fraud, or any other theory, and regardless of the foreseeability of such damages.
- 2.10.4 The liability of the Company for damages arising out of the furnishing of its Services including, but not limited to, Service outages, installation, activation, termination, delay, transfers, interruptions, errors or other defects, representations by the Company, or use of the 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 described in Sections 2.27 et seq. and shall be the sole remedy of the Customer and the sole liability of the Company.

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SECTION 2 - RULES AND REGULATIONS (continued)

2.10 Disclaimer of Warranties and Limitation of Liabilities of the Company (continued)

- 2.10.5 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 a Deceptive Trade Practices Act, breach of contract, tort, misrepresentation, fraud, or any other theory, and regardless of the foreseeability of such damages.
- 2.10.6 The Company will comply with the Commission's rules pertaining to refunds for overbilling. 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 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.
- 2.10.8 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.

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SECTION 2 - RULES AND REGULATIONS (continued)

2.10 Disclaimer of Warranties and Limitation of Liabilities of the Company (continued)

2.10.10 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 by the Company. 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.

2.10.11 The Company shall not be liable for any delay or failure of Service, Facilities, 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.

2.10.12 The Company shall not be liable for: (a) any act or omission of any entity furnishing the Company's or the 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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SECTION 2 - RULES AND REGULATIONS (continued)

2.10 Disclaimer of Warranties and Limitation of Liabilities of the Company (continued)

2.10.13 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 Facilities or Equipment.

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

2.10.15 With respect to the Services, Facilities, Equipment and materials provided hereunder, the company makes no promises, agreements, understandings, representations or warranties, expressed or implied, and hereby expressly disclaims all warranties, expressed or implied, not stated in this Tariff and in particular disclaims all warranties of merchantability and fitness for a particular purpose.

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SECTION 2 - RULES AND REGULATIONS (continued)

2.11 Limitations on the Use of Service

2.11.1 Service is offered subject to the availability of the necessary Facilities 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 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 Facilities when available, and will not be liable for errors in transmission or for failure to establish connections.

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SECTION 2 - RULES AND REGULATIONS (continued)

2.12 Rendering and Payment of Bills

2.12.1 Service is provided on a monthly (30 day) basis. Initial charges for Monthly Recurring Charges for a partial month will be prorated.

2.12.2 Billing of Customers is scheduled monthly. The bill statement date is dependent on the billing cycle assigned to the Customer.

2.12.3 Customers will receive bills by one of two methods:

- (A) Customers may be billed directly by the Company.
- (B) Customers may be billed on the Company's behalf by a third party billing service.

2.12.4 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 Customer in the Company's billing records.

2.12.5 Each Customer's monthly bill will provide detailed information on charges for Services obtained from the Company, including the specific date and time of each call, its duration, place of termination, and charge. Monthly Recurring Charges are billed monthly in advance. Usage charges are billed in arrears.

2.12.6 Bills are payable upon receipt and in accordance with the terms of this Tariff. All charges for Services are payable only in United States currency, and may be made by check, money order, or cashiers check.

2.12.7 The Customer is responsible for all charges for Services and Facilities 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).

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SECTION 2 - RULES AND REGULATIONS (continued)

2.12 Rendering and Payment of Bills (continued)

2.12.8 Payments must be sent to the Company's address listed on the bill.

2.12.9 If the Company does not receive payment by the date due, the Customer's Account will be considered Delinquent. The Company may impose a maintenance or delinquency fee on Delinquent Accounts per the schedule of rates in Section 2.12.14.

2.12.10 Each bill shall also provide the following information:

- (A) Name and address of Customer;
- (B) Customer's 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 questions about the bill; and
- (G) Any information needed to comply with the Commission's rules.

2.12.11 For Delinquent Customers whose Service is Discontinued, the Monthly Recurring Charges 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.

2.12.12 If the Customer's payment is not received by the due date specified on the bill, the Company, at its discretion, may debit any credit card number provided by the Customer for the full amount of the invoice plus any late charges that may apply.

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SECTION 2 - RULES AND REGULATIONS (continued)

2.12 Rendering and Payment of Bills (continued)

2.12.13 The Customer shall be responsible for payment of all costs of collection of past due amounts, including reasonable attorney's fees incurred by the Company.

2.12.14 A late fee of 1.5 percent per month will be charged for past due Accounts unless otherwise prescribed by law, in which event the past due Accounts fee will be charged at the highest rate allowed by law.

2.12.15 In the event of any change in the rates or tariffs of the carriers whose Services the Company resells to its Customers, the Company shall revise this Tariff and provide its Customers 30 days' written notice of any effect of such change in the billing rate of or Service provided to the Customer. Unless a Customer notifies the Company in writing of its request for alteration or termination of Services, any new billing rate or Service change shall be deemed accepted and effective the date specified in the Company's notice.

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SECTION 2 - RULES AND REGULATIONS (continued)

2.13 Billing Dispute Resolution

2.13.1 Questions regarding the Company's Services or charges assessed on a Customer's bill may be directed to the Company's Customer Service Department toll-free at (800) 821-1661

2.13.2 The Company shall investigate the particular case and report the results to the Customer.

2.13.3 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.

2.13.4 The Customer must pay the undisputed part of the bill, and if the undisputed charges are not paid, the Company may discontinue Service.

2.13.5 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. The Company shall provide the Customer with the following information:

Public Interest Center
Public Utilities Commission of Ohio
180 East Broad Street
Columbus, Ohio 43215-3793
(800) 686-7826

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SECTION 2 - RULES AND REGULATIONS (continued)

2.14 Taxes, Fees and Assessments

- 2.14.1 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.
- 2.14.2 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.
- 2.14.3 To the extent allowed by law, all state and local sales taxes, other taxes, municipal fees, and assessments will be listed as separate items on the Customer's bill and are not included in the Tariff rate(s).
- 2.14.4 Taxes shall be billed to 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.
- 2.14.5 It shall be the Customer's responsibility to pay any taxes that become applicable retroactively.

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SECTION 2 - RULES AND REGULATIONS (continued)

2.15 Customer Application for Service

Customers wishing to obtain Service from the Company must execute a Customer Service agreement that includes the Customer's authorization for the Company to instruct other carriers to provide certain Services on the Customer's behalf.

Service will be provided for the term of Service elected by the Customer in the Service agreement it enters into with the Company. Unless the Company receives a written Service termination notice by the Customer on or before 30 days from the end of the agreed Service period, the Services provided hereunder shall continue on a monthly basis until either party shall give the other party at least 30 days' written notice.

2.16 Establishment or Reestablishment of Credit

Applicants may be required at any time to make an advance payment up to an amount equaling three months' actual or estimated charges for the Services to be provided. The Company reserves the right to examine a credit record of all applicants and Customers and refuse Service to Customers that are unable to demonstrate good credit or payment histories. Deposits shall be administered pursuant to Commission rules and this Tariff.

2.17 Equipment

Service(s) and Facilities may be used with or terminated at Customer-Provided Terminal Equipment or Customer-Provided Equipment, 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 that shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry as approved by the Federal Communications Commission.

2.18 Installation

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

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SECTION 2 - RULES AND REGULATIONS (continued)

2.19 Customer Service

Company Customer Service representatives are available at (800) 821-1661 to assist with Customer Service and billing inquiries Monday through Friday between 5:00 a.m. - 6:00 p.m., Pacific Time. Customer inquiries may also be addressed in writing to the Company at the address provided in Section 2.20.2. Twenty-four hour emergency service is also available seven days a week by dialing (800) 927-6098.

2.20 Notices

2.20.1 Any notice or demand required of the Company will be effective when it is mailed, properly addressed, with postage prepaid to the Customer at the address listed in the Company's billing records.

2.20.2 Unless otherwise provided by these rules, any notice, including changes of address, from any Customer or his authorized representative must be given by written notice, by mail, to the Company's Business Office:

Inter-Tel NetSolutions, Inc.
885 Trademark Drive
Reno, Nevada 89511

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SECTION 2 - RULES AND REGULATIONS (continued)

2.21 Cancellation of an Application for Service by the Customer

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

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

2.22 Termination or Discontinuance of Service by the Customer

The Customer is responsible for payment of all charges for Service furnished to the Customer prior to the actual termination of the Customer's Service. In addition, in the event a Customer terminates its Service agreement with the Company prior to the end of the Service period specified therein, the Customer shall pay, in addition to all other charges due for Service provided, a sum equal to the average of one month's Service and long distance billing times the number of months remaining on the Service agreement plus a sum equal to the value of any promotional credit awarded the Customer during the term of the agreement.

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SECTION 2 - RULES AND REGULATIONS (continued)

2.23 Cancellation of an Application for Service by the Company

2.23.1 The Company may discontinue Service or cancel an Application for Service without incurring any liability under the following circumstances:

- (A) Non-payment of any sum owing to the Company;
- (B) For insufficient or fraudulent billing information, invalid or unauthorized telephone numbers, credit card numbers or pre-arranged Account code numbers;
- (C) The violation by the Customer of any law, rule or regulation of any governmental authority having jurisdiction over the Service;
- (D) The prohibition against the Company from furnishing Services by order of a court or other governmental authority having jurisdiction; or
- (E) The providing of false or misleading credit information by the Customer.

2.23.2 The Company will provide the Customer written notice of such discontinuance 10 days prior to discontinuance.

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SECTION 2 - RULES AND REGULATIONS (continued)

2.24 Termination or Discontinuance of Service by the Company

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

- (A) Connection of Service without authority;
- (B) Reconnection of Service without authority;
- (C) Where there are instances of tampering with the Company's Equipment, evidence of theft of Service, or other acts to defraud the Company;
- (D) Unauthorized use of telephone utility Equipment in a manner that creates an unsafe condition or creates the possibility of damage or destruction to such Equipment;
- (E) Nonpayment of any undisputed Delinquent charge or bill within the period prescribed in the Company's Tariff;
- (F) Excessive or improper use of Telecommunications Services, or used in such manner as to interfere with reasonable Service to other Customers.
- (G) Failure to substantially comply with terms of a settlement agreement;
- (H) Refusal after reasonable notice to permit inspection, maintenance or replacement of telephone utility Equipment;
- (I) Upon material misrepresentation of identify in obtaining telephone utility Service; or
- (J) Violation of or noncompliance with any provision of law, Commission rules and regulations or the Company's approved Tariffs.

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SECTION 2 - RULES AND REGULATIONS (continued)

2.24 Termination or Discontinuance of Service by the Company (continued)

- 2.24.2 If requested by the Customer, the Company shall provide additional documentation to the Customer stating the reason(s) for termination of Service.
- 2.24.3 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.
- 2.24.4 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.
- 2.24.5 Residential Service may be discontinued during normal Business Hours on or after the date specified in the Discontinuation Notice. 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.
- 2.24.6 The Company will comply with the rules of the Commission pertaining to the Discontinuation of Service

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SECTION 2 - RULES AND REGULATIONS (continued)

2.24 Termination or Discontinuance of Service (continued)

2.24.7 The Company will not suspend or discontinue Service if the Customer, before the date of suspension or Discontinuation, establishes that suspension or Discontinuation will prevent the Customer from summoning emergency medical help for someone who is seriously ill residing at a residence served by the Company.

(A) Each time a Customer seeks to avoid Discontinuation of Service under this subsection, the Customer before the date of Discontinuation, 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 Company by the stated date of Discontinuation;
2. Have the person's attending Physician submit a written statement to the Company; and
3. The Customer must enter into a deferred payment plan with the Company.

(B) The prohibition against suspension or Discontinuation provided by this subsection shall last 63 days from the issuance of the Company's bill or a shorter period agreed upon by the Company and the Customer or physician.

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SECTION 2 - RULES AND REGULATIONS (continued)

2.25 Restoration of Service

2.25.1 If Service has been Discontinued for nonpayment or as otherwise provided herein and the Customer wishes Service 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.

2.26 Continuity of Service

In the event of the Company's advance knowledge of an interruption of Service for a period exceeding 24 hours, the Company will use its best efforts to notify the Customer in advance by telephone or in writing.

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SECTION 2 - RULES AND REGULATIONS (continued)

2.27 Allowances for Interruptions in Services

2.27.1 General

- (A) For Services not listed in Sections 2.29 et seq., 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 Telecommunications Services, because of a failure of a component furnished by the Company under this Tariff. Services in Sections 2.29 et seq. list remedies for interruption of those services.
- (B) An interruption period begins when the Customer reports a Service, Facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the Service, Facility or circuit is operative.
- (C) If the Customer reports a Service, Facility or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its Premises for test and repair by the Company, the Service, Facility or circuit will be considered to be impaired but not interrupted. No credit allowances will be made for a Service, Facility or circuit considered by the Company to be impaired.
- (D) The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the Premises of the Customer when the Service difficulty or Customer Trouble Report results from the use of Facilities or Equipment provided by any party other than the Company, including but not limited to the Customer.
- (E) In order to be eligible for a credit allowance for interruptions in individual calls and for reaching wrong numbers, the Customer must notify the Company and furnish the called number, the trouble experienced, the type of service, and the time the call was placed.

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SECTION 2 - RULES AND REGULATIONS (continued)

2.27 Allowances for Interruptions in Service (continued)

2.27.2 Limitations of Allowances

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

- (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, including interruptions caused by the Customer, Authorized User, or third parties, or Force Majeure events.
- (D) During any period in which the Company is not given full and free access to 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.
- (I) Non-completion of calls due to busy network conditions.

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SECTION 2 - RULES AND REGULATIONS (continued)

2.27 Allowances for Interruptions in Service (continued)

- (J) Interruptions caused by the failure of a Private Line Service connected to a Private Line Local Channel Service, or vice versa. In such cases, only the failed portion of the overall Service will be eligible for a credit.
- (K) Interruptions due to the failure of the Company's enhanced services.
- (L) When the Customer elects other available credits, compensation, or remedies under this tariff or the applicable contract for the same interruption or failure.

2.27.3 Use of Another Method of Communications

If the Customer elects to use another means of Telecommunication Services 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. The Customer will receive a credit only for those Services or Facilities on the interrupted portion of the circuit.
- (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.

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SECTION 2 - RULES AND REGULATIONS (continued)**2.27 Allowances for Interruptions in Service (continued)****(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

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

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SECTION 2 - RULES AND REGULATIONS (continued)

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 Services or 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 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 the charges are 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.
- 2.28.6 The Customer's liability for unauthorized use of the network by credit card fraud will not exceed the lesser of fifty dollars (\$50.00) or the amount of money, property, labor, or Services obtained by the Unauthorized User before notification to the Company.

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SECTION 2 - RULES AND REGULATIONS (continued)

2.29 Allowances for Interruptions in Frame Relay Service

This Section describes the Company's measurements and standards for the percentage of time a Domestic Frame Relay (Frame Relay) Port is available for the Customer's use. The Company will maintain the following monthly Port availability, as applicable, or the Company will provide the Customer the remedies described in Section 2.29.3.

2.29.1 End-to-End Port Availability

- (A) Company provided Enhanced Metropolitan-Area SONET Access. The Company will maintain 100% end-to-end Port availability (Committed Port Availability) for each Domestic Port that utilizes Company-provided enhanced metropolitan-area SONET access.
- (B) Company provided Non-Enhanced Metropolitan-Area SONET Access or Dedicated Local Access. The Company will maintain 99.90% or greater end-to-end Port availability (Committed Port Availability) for each Domestic Port that utilizes Company provided non-enhanced metropolitan-area SONET access or dedicated local access.

2.29.2 POP-to-POP Port Availability.

The Company will maintain 100% POP-to-POP Port availability (Committed Port Availability) for each Domestic Port that utilizes Customer-provided local access.

- (A) Port Availability Calculation. Port availability is calculated monthly as follows:

$$\frac{(24 \text{ Hours} \times \text{Days in Month}) - \text{Port Outage Time (hours)}}{(24 \text{ Hours} \times \text{Days in Month})} = \text{Port Availability}$$

- (B) Components Included in Port Availability. Port availability is calculated based on the performance of:

1. All Frame Relay network components; and
2. Company provided local access facilities used to access the Frame Relay Network.

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SECTION 2 - RULES AND REGULATIONS (continued)

2.29 Allowances for Interruptions in Frame Relay Service (continued)

(C) Outage Time. Excluding outages caused by the factors listed below, outage time (Port Outage Time) is the total time in a month that a Customer's Port is unable to receive or transmit Local Management Interface (LMI) traffic. Port Outage Time does not include outages of less than 120 seconds duration, outages attributed to Ports that are added or reconfigured during the month, or time attributed to the Customer's delay in responding to the Company's requests for assistance to repair an outage. Port Outage Time will not include outages caused by:

1. Failure of any components not included in subsection 2.29.2 (B);
2. Failure of Customer-provided local access facilities used to access the Frame Relay network;
3. Scheduled maintenance from 12:01 – 5:00 A.M., Eastern time, every Sunday;
4. Failure of any components beyond the Frame Relay side of a network-to-network interface (NNI);
5. Failure of any components on the ATM side of a Frame Relay-ATM gateway or the Internet or Intranet side of a Frame Relay-IP gateway;
6. Failure of any components that the Company cannot correct because the Customer is inaccessible;
7. Troubles resolved as "No Trouble Found";
8. The Customer's negligence or willful misconduct or the negligence or willful misconduct of others authorized by the Customer to use the Frame Relay Products and Services;
9. The failure of any PVCs provisioned to the Port;
10. The failure of any Company equipment, on the customer's premise, beyond the local telephone companies demarcation device or smart-jack; or
11. The failure of any non-Company certified customer premise equipment (CPE) that terminates a Company Frame Relay connection.

(D) Port Outage Time Measurement/Validation. Port Outage Time may be determined using the Company Trouble Ticket system.

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SECTION 2 - RULES AND REGULATIONS (continued)**2.29 Allowances for Interruptions in Frame Relay Service (continued)****2.29.3 Port Availability Remedy**

If the Customer believes that the Company has failed to meet its Committed Port Availability, the Customer must contact Customer Service. Upon the Company's verification that the actual Port Availability is below the Committed Port Availability, the Company will issue a service credit (Service Credit) to the Customer. The Service Credit will equal the applicable amount from the table below. Service Credits will not exceed the limits in Section 2.29.4. Usage-based backup PVC's are not eligible for Service Credits.

<u>Total Monthly Port Outage Time</u>	<u>Service Credit*</u>
Less than or equal to 1 hour	2-Days Service Credit
Greater than 1 hour	2-Days Service Credit plus ½ -Day Service Credit for each whole hour of Port Outage Time in excess of 1 hour

- * 1-Day Service Credit is equal to 1/30 of the monthly recurring charge for the affected Port and the PVCs provisioned to the affected Port in the applicable month. N-Days Service Credit is equal to 1-Day Service Credit multiplied by N, where N is the number of Days of Service Credit.

2.29.4 Maximum Service Credits**(A) Monthly Service Credit.**

1. The combined cumulative total of Service Credits issued in any month for any PVC under this Section or any other Frame Relay credit will not exceed the monthly recurring charges for the affected PVC.
2. The combined cumulative total of Service Credits issued in any month for a Port under this Section or any other Frame Relay credit will not exceed the monthly recurring charges for the affected Port.

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SECTION 2 - RULES AND REGULATIONS (continued)**2.30 Allowances for Interruptions in PVC Delay Service**

This Section describes the Company's measurement and standards for the time it takes for data or voice traffic to cross the Domestic NetSolutions Frame Relay (Frame Relay) network.

2.30.1. Committed PVC Delay

- (A) Company Commitment. The Company will maintain the following average, end-to-end, one-way Domestic PVC Delay (Committed PVC Delay) based on the Customer's class of service (SNA, Voice or LAN) and access bandwidth, or the Company will provide the Customer the remedies described in Section 2.30.3.

Class of Service	SNA/Voice			LAN		
	DS1 NxDS1	256K- < DS1	56K- <256K	DS1 NxDS1	256K- < DS1	56K- <256K
Committed PVC Delay in milliseconds (ms)	Less than or equal to 55 ms	Less than or equal to 70 ms	Less than or equal to 115 ms	Less than or equal to 70 ms	Less than or equal to 85 ms	Less than or equal to 130 ms

If PVC end-points have different access bandwidths, the Committed PVC Delay value for the lower bandwidth end-point will apply. One millisecond of delay must be added to the below Committed PVC Delay values for each 100 fiber route miles over 3,500.

- (B) Customer Requirements. The Customer's Frame Relay Products and Services must have the following characteristics for this Section to apply:
1. Routers must be configured to support the testing methods described in subsections 2.30.2 (B) and (C) and must not be set in "Debug" mode;
 2. Both end-points must be Frame Relay Ports in Domestic locations; and
 3. Test/ping frame size must be 200 bytes.

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SECTION 2 - RULES AND REGULATIONS (continued)

2.30 Allowances for Interruptions in PVC Delay Service (continued)

2.30.2 Average PVC Delay Calculation

- (A) Calculation. End-to-End, one-way delay between 2 PVC end-points is based on the average delay response time as determined by either:

1. The Company's Web-based Network Manager SLA report; or
2. Customer-initiated Ping Tests for PVC. The calculation is as follows:

Average PING Round-Trip Response Time
- 9 ms (for router delay)
= One-Way PVC Delay

- (B) Average PVC Delay Measurement Criteria using Customer-Initiated PING Tests. Customers using the PING test Method will measure Average PVC Delay in accordance with the following criteria:

1. PING Tests must be performed during the same 4-hour period for a minimum of 5 consecutive business days to determine a consistent average performance level for the calculation;
2. Customer initiation and termination routers and Ports connected by the Domestic PVC being tested must not exceed 60% Utilization during the PING Test; and
3. PINGs must be initiated one-way.

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SECTION 2 - RULES AND REGULATIONS (continued)

2.30 Allowances for Interruptions in PVC Delay Service (continued)

(C) PING Test Parameters. The PING Test parameters are:

1. The PING initiation location is the IP address of the local router's serial Port that is directly connected to the Company's Frame Relay network;
2. The PING termination location is the IP address of the remote router's serial Port that is directly connected to the Frame Relay network;
3. The PING type is IP ICMP;
4. The PING size is 200 bytes; and
5. The number of PINGS in a PING Test equals a minimum of 20 PINGS for each 64k of bandwidth for the lower speed PVC endpoint. For example, if a Host T1 Port is connected to a Remote 128k Port, there are 40 PINGS in the PING test (i.e., $\text{PING Number} = (128,000/64,000) \times 20 = 40$).

(D) Components Included in Average PVC Delay. Subject to the exceptions listed in subsection 2.30.2 (E), average PVC delay is calculated based on the performance of:

1. All Frame Relay network components;
2. Company provided local access facilities used to access the Frame Relay network; and
3. Company provided Customer Premise Equipment (CPE).

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SECTION 2 - RULES AND REGULATIONS (continued)

2.30 Allowances for Interruptions in PVC Delay Service (continued)

(E) Components Excluded from Average PVC Delay. Average PVC Delay does not include delays caused by:

1. Failure of any components not included in subsection 2.30.2(D) above;
2. Failure of any components beyond the Frame Relay size of a network-to network interface (NNI);
3. Failure of any components on the ATM side of an ATM-Frame Relay Gateway Service or the Internet or Intranet side of a Frame Relay-IP Gateway Service;
4. The Customer's negligence or willful misconduct or the negligence or willful misconduct of others authorized by the Customer to use the Frame Relay Products and Services;
5. Force majeure events;
6. Scheduled maintenance from 12:01 – 5:00 A.M., Eastern Time, every Sunday;
7. Any non-Company certified customer premise equipment (CPE) that terminates a Company Frame Relay connection; or
8. PVCs added or reconfigured during the month.

2.30.3 Average PVC Delay Remedy

If the Customer believes that the Company has failed to meet its Committed PVC Delay, the Customer must contact Customer Service. Upon verification that the actual Average PVC Delay is greater than the Committed PVC Delay, the Company will issue a service credit (Service Credit) to the Customer. The Service Credit will equal 50% of the monthly recurring charges for each affected PVC in the applicable month, not to exceed the limits in Section 2.30.4.

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SECTION 2 - RULES AND REGULATIONS (continued)

2.30 Allowances for Interruptions in PVC Delay Service (continued)

2.30.4 Maximum Service Credits

- (A) Monthly Service Credit. The Service Credit issued in any month for PVC under this Section will not exceed 50% of the monthly recurring charges for the affected PVC. This Service Credit is in lieu of all other remedies for the affected PVC.
- (B) Yearly Service Credit. The combined cumulative total of Service Credits issued during a contract year under this Section and any other Frame Relay credits will not exceed 20% of the Customer's total Frame Relay Products and Services invoiced during that contract year.

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SECTION 2 - RULES AND REGULATIONS (continued)

2.31 Allowances for Interruptions in Data Delivery Rate (DDR) Service

This Section describes the Company's measurement and standards for the adjusted ratio of kiloframes delivered (Egress Kiloframes) to kiloframes offered (Ingress Kiloframes) to the Domestic NetSolutions Frame Relay (Frame Relay) network.

2.31.1 Committed DDR

The Company will maintain 99.0% or greater DDR for all Domestic 0 Committed Information Rate (CIR) PVCs and 99.9% or greater for all Domestic CIR PVCs (Committed DDR), or the Company will provide the remedies described in Section 2.31.4.

2.31.2 Committed DDR Calculation

- (A) Calculation. Subject to the excluded components listed in subsection 2.31.2(C), DDR is calculated using aggregate monthly statistics for all PVCs installed. DDR is calculated monthly as follows:

$$\frac{\text{Total Egress Kiloframes}}{\text{Total Ingress Kiloframes} - (\text{Bc} + \text{Be Exceeded Kiloframes})} = \text{DDR}$$

- (B) Definitions. The following definitions are used in this Section:

1. Bc (Committed Burst Size) – means the number of bits that the Frame Relay Network commits to transfer under normal conditions.
2. Be (Excess Burst Size) – means the number of bits over Bc that the Frame Relay Network attempts to transfer under normal conditions.
3. Bc + Be Exceed Kiloframes – means the number of Ingress Kiloframes that are discarded because the Customer's Equipment has transmitted them above the maximum rate for given PVC.

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SECTION 2 - RULES AND REGULATIONS (continued)

2.31 Allowances for Interruptions in Data Delivery Rate (DDR) Service (continued)

(C) Components Excluded from DDR. The DDR calculation will not include data loss attributed to or caused by:

1. Failures of local access facilities used to access the Frame Relay Network;
2. Scheduled maintenance from 12:01 – 5:00 A.M., Eastern Time, every Sunday;
3. Failure of any components beyond the Frame Relay side of a network-to-network interface (NNI);
4. Failure of any components on the ATM side of a Frame Relay-ATM gateway or the Internet or Intranet side of a frame Relay-IP gateway;
5. Force majeure events;
6. The Customer's negligence or willful misconduct or the negligence or willful misconduct of others authorized by the Customer to use the Frame Relay Products and Services;
7. The Customer's failure to transmit, in aggregate, at least 5,000 Kiloframes of data in any month;
8. Failures of usage-based backup PVCs or dial-up PVCs;
9. PVCs or Ports added or reconfigured during the month;
10. Lost call detail records resulting in inaccurate statistics; or
11. Failures of any non-Company certified customer premise equipment (CPE) that terminates on a Company Frame Relay connection.

2.31.3 DDR Measurement

DDR may be determined using the Company monthly Frame Relay Performance Report.

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SECTION 2 - RULES AND REGULATIONS (continued)

2.31 Allowances for Interruptions in Data Delivery Rate (DDR) Service (continued)

2.31.4 DDR Remedy

If the Customer believes that the Company has failed to meet its Committed DDR, the Customer must contact Customer Service. Upon the Company's verification that the actual DDR is below the Committed DDR, the Company will issue a service credit (Service Credit) to the Customer equal to 50% of the monthly charge for each affected PVC in the applicable month, not to exceed the limits in Section 2.31.5.

2.31.5 Maximum Service Credits

(A) Monthly Service Credit.

1. The Service Credit issued in any month for a PVC under this Section will not exceed the monthly recurring Charges for the affected PVC. This Service Credit is in lieu of all other remedies for the affected PVC.
2. The Service Credit issued in any month for a Port under this Section will not exceed the monthly recurring charges for the affected Port. This Service Credit is in lieu of all other remedies for the affected Port.

(B) Yearly Service Credit. The combined cumulative total of Service Credits issued during a contract year under this Section and any other Frame Relay Slaps will not exceed 20% of the Customer's total Frame Relay Products and Services invoiced during that contract year.

(C) Contractual Service Credit. Service Credits issued during a Contract Year for the Company's failure to meet this or any others under this Agreement will not exceed either 20% of the Customer's Minimum Annual Frame Relay Commitment or 20% of the Customer's Minimum Monthly Frame Relay Commitment.

Commitment multiplied by 12, as applicable. The Customer is entitled to this exclusive remedy, in lieu of other remedies, if Services fail to meet the applicable standards.

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SECTION 2 - RULES AND REGULATIONS (continued)

2.31 Allowances for Interruptions in Data Delivery Rate (DDR) Service (continued)

2.31.6 Applicability

This Section applies to new Frame Relay Customers on or after October 1, 2001, or existing Frame Relay Customers who extend the Term of their existing Frame Relay Agreement.

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SECTION 2 - RULES AND REGULATIONS (continued)**2.32 Allowances for Interruptions in Internet and IP Products**

This Section describes the Company's measurements and standards for the time it takes for data to cross the IP Network and the percentage of time a Port is available for the Customer's use.

2.32.1 Committed Network Delay

- (A) Company Commitment. The Company will maintain the following average round-trip POP-to-POP network delay (Committed Network Delay) for its IP Networks, or the Company will provide the Customer with the remedies described in Section 2.32.3.

Committed Internet Network Delay	Committed Intranet Network Delay
Less than or equal to 70 milliseconds (ms)	Less than or equal to 70 milliseconds (ms)

- (B) Customer Requirements. Both end-point NetSolutions Access Nodes must be located within the 48 contiguous United States or the District of Columbia.

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SECTION 2 - RULES AND REGULATIONS (continued)

2.32 Allowances for Interruptions in Internet and IP Products (continued)

2.32.2 Average Network Delay Calculation.

- (A) Average Network Delay is calculated by using Company initiated PING Tests, as follows:

1. Calculation for Dial IP Delay. POP-to-POP round-trip delay is the time it takes for a Company generated PING to go from a Company Rotary to a Company Ping server at the Company Access Node to which the Customer's IP site is connected and back to the Company Rotary. The performance guarantee is based on the monthly average delay response times for the Company initiated PING Tests at 10 Customer-selected Dial Access Sites. The calculation is as follows:

$$\frac{\text{Sum of Round-trip Delays (Internet or Intranet Networks)} \\ \text{For 10 Customer Selected Rotaries}}{10} = \text{Average Network Delay}$$

2. Calculation for Dedicated Internet Network Delay. POP-to-POP round-trip delay is the time it takes for a Company generated PING to go round-trip between two Company Access Nodes to which the Customer's IP sites are connected. The calculation is based on the monthly average delay response time.

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SECTION 2 - RULES AND REGULATIONS (continued)

2.32 Allowances for Interruptions in Internet and IP Products (continued)

(B) Definitions. The following definitions are used in this Section:

1. Rotary -- means the NPA-NXX-XXXX number dialed by the Customer's modems to access Company IP Networks.
2. Company Access Node -- means Company owned facilities connected by SONET long- distance fiber lines that collectively form Company IP Networks.

(C) PING Test Parameters. The PING Test parameters are:

1. The PING type is IP ICMP
2. The Ping size is 64 bytes; and
3. PING time-outs shall equal 1 second (1000 milliseconds).

(D) Components Included in Average Network Delay. Subject to the exceptions listed in subsection 2.32.2(E), Average Network Delay is calculated based on the performance of:

1. All IP Networks Components; and
2. Rotaries.

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SECTION 2 - RULES AND REGULATIONS (continued)

2.32 Allowances for Interruptions in Internet and IP Products (continued)

(E) Components Excluded From Average Network Delay. Average Network Delay does not include delays caused by:

1. Any components not included in subsection 2.32.2(D) above;
2. Failure of any components beyond the IP side of a network-to-network interface (NNI);
3. Failure of any components on the Frame Relay side of an IP-Frame Relay Gateway Service or the ATM side of an IP-ATM Gateway Service;
4. The Customer's negligence or willful misconduct or the negligence or willful misconduct of others authorized by the Customer to use the IP Products and Services;
5. Scheduled maintenance from 12:00 A.M. – 6:00 A.M., Local time at site, Mondays for Internet, Wednesdays for Intranet.
6. Company operated modems and Company Domain Name Servers (DNS); or
7. Any components operated by an Internet Service Provider or a network operator other than Company.

2.32.3 Average Network Delay Remedy

If the Customer believes that the Company has failed to meet its Committed Network Delay, the Customer must contact Customer Service. Upon the Company's verification that the actual average network delay in a month is greater than the Committed Network Delay, the Company will issue a service credit (Service Credit) to the Customer. The Service Credit will equal 10% of the monthly recurring charge for the affected IP Port in the applicable month, not to exceed the limits in Section 2.32.4.

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SECTION 2 - RULES AND REGULATIONS (continued)

2.32 Allowances for Interruptions in Internet and IP Products (continued)

2.32.4 Maximum Service Credits

- (A) Monthly Service Credit. Service Credits issued in any month for a Port under this Section will not exceed 10% of the monthly recurring charges for the affected Port.
- (B) Yearly Service Credit. The combined cumulative total of Service Credits issued during a Contract Year under this Section and any other credits will not exceed 20% of the Customer's total IP Products and Services invoiced during that Contract Year.
- (C) Contractual Service Credit. Service Credits issued during a Contract Year for the Company's failure to meet this or any other standards under this Agreement will not exceed either 20% of the Customer's Minimum Annual Commitment or 20% of the Customer's Minimum Monthly Commitment multiplied by 12, as applicable. The Customer is entitled to this exclusive remedy, in lieu of other remedies, if Services fail to meet the applicable standards.

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SECTION 2 - RULES AND REGULATIONS (continued)

2.33 Committed Port Availability

This Section describes the Company's measurements and standards for Committed Port Availability. The Company will maintain the following monthly Port availability, as applicable, or the Company will provide the Customer with the remedies described in Section 2.33.4.

2.33.1 End-to-End Port Availability.

- (A) Company provided Enhanced Metropolitan-Area SONET Access. The Company will maintain 100% end-to-end Port availability (Committed Port Availability) for each Port that utilizes Company-provided enhanced metropolitan-area SONET access.
- (B) Company provided Non-Enhanced Metropolitan-Area SONET Access or Dedicated Local Access. The Company will maintain 99.90% or greater end-to-end Port availability (Committed Port Availability) for each Port that utilizes Company-provided non-enhanced metropolitan-area SONET access or dedicated local access.

2.33.2 POP-to-POP Port Availability

The Company will maintain 100% percent POP-to-POP Port Availability (Committed Port Availability) for each Port that utilizes Customer-provided local access.

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SECTION 2 - RULES AND REGULATIONS (continued)

2.33 Committed Port Availability (continued)

2.33.3 Port Availability Calculation

(A) Calculation. Port availability is calculated monthly as follows:

$$\frac{(24 \text{ Hours} \times \text{Days in Month}) - \text{Port Outage Time (hours)}}{(24 \text{ Hours} \times \text{Days in Month})} = \text{Port Availability}$$

(B) Components Included in Port Availability. Port availability is calculated based on the performance of:

1. All IP Network components; and
2. Company provided local access facilities used to access the IP Network.

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SECTION 2 - RULES AND REGULATIONS (continued)

2.33 Committed Port Availability (continued)

(C) Outage Time. Excluding outages caused by the factors listed below, outage time (Outage Time) is the total time in a month that a Customer's Port is unable to transmit or receive High Level Data Link Control (HDLC) traffic. Outage Time is measured from the time the Company opens a trouble ticket to the time a problem is repaired. Outage Time does not include outages of less than 60 seconds duration, or time attributed to the Customer's delay in responding to the Company's requests for assistance to repair an outage. Outage Time will not include outages caused by:

1. Failure of any component not included in subsection 2.33.3(B);
2. Failure of Customer-provided local access facilities used to access the Company's IP Network;
3. Scheduled maintenance from 12:00 A.M. – 6:00 A.M., Local time at site, Mondays for Internet, Wednesdays for Intranet.
4. Failure of any components beyond the IP side of a network-to-network interface (NNI);
5. Failure of any components on the Frame Relay side of an IP-Frame Relay Gateway Service or the ATM side of an IP-ATM Gateway Service;
6. Failure of any components that the Company cannot correct because the Customer is inaccessible;
7. Troubles resolved as "No Trouble Found";
8. The Customer's negligence or willful misconduct or the negligence or willful misconduct of others authorized by the Customer to use the IP Products and Services; or
9. Lateral Exchange Network Service.

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SECTION 2 - RULES AND REGULATIONS (continued)**2.33 Committed Port Availability (continued)****2.33.4 Port Availability Remedy**

If the Customer believes that the Company has failed to meet its Committed Port Availability, the Customer must contact its Account Manager. Upon the Company's verification that the actual Port availability is below the Committed Port Availability, the Company will issue a service credit (Service Credit) to the Customer. The Service Credit will equal the applicable amount from the table below. Service Credits will not exceed the limits in Section 2.33.5.

<u>Total Monthly Outage Time</u>	<u>Service Credit*</u>
Less than or equal to 1 hour	2-Days Service Credit
Greater than 1 hour	2-Days Service Credit plus 1/2-Day Service Credit for each whole hour of Outage Time in excess of 1 hour

- * 1-Day Service Credit is equal to 1/30 of the monthly recurring charge for the affected Port in the applicable month. N-Days Service Credit is equal to 1-Day Service Credit multiplied by N, where N is the number of Days of Service Credit.

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SECTION 2 - RULES AND REGULATIONS (continued)

2.33 Committed Port Availability (continued)

2.33.5 Maximum Service Credits

- (A) Monthly Service Credit. Service Credits issued in any month for a Port under this Section will not exceed the monthly recurring charges for the affected Port.
- (B) Yearly Service Credit. The combined cumulative total of Service Credits issued during a Contract Year under this Section and any other IP credits will not exceed 20% of the Customer's total IP Products and Services invoiced during that Contract Year.
- (C) Contractual Service Credit. Service Credits issued during a Contract Year for the Company's failure to meet this or any other standards will not exceed either 20% of the Customer's Minimum Annual IP Commitment or 20% of the Customer's Minimum Monthly IP Commitment multiplied by 12, as applicable. The Customer is entitled to this exclusive remedy, in lieu of other remedies, if Services fail to meet the applicable standards.

2.33.6 Applicability

This performance guarantee applies to new IP Customers on or after October 1, 2001, or existing IP Customers that extend the Term of their existing IP Agreement.

2.34 Voice Long Distance Service Interruptions

When the following interruptions or failures occur, Section 2.27 will apply and a credit allowance will be limited for the usage charge for the applicable call(s):

Interruptions in individual voice calls because of
Poor transmission (e.g., noisy circuit condition),
One-way transmission (one party is unable to hear the other), or
Involuntary disconnection (cut-off) of the call caused by the Company.

For outbound (originating) voice calls only, reaching the wrong number.

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SECTION 3 - DESCRIPTION OF SERVICE

3.1 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 long distance telephone call, the following rules apply:

- 3.1.1 Calls are timed and measured by the Underlying Carrier whose Services are resold by the Company, in accordance with its own Tariff.
- 3.1.2 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.
- 3.1.3 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).
- 3.1.4 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. If the called station "hangs up" but the calling station does not, chargeable time ends when the automatic timing equipment in the network releases the connection.
- 3.1.5 When the Company's Services are directly connected to Customer-Provided Equipment at the Customer's Premises, chargeable time begins when a call terminates in, or passes through, the first Customer Equipment on that Customer provided communications system.
- 3.1.6 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.
- 3.1.7 All times refer to local time of the calling party.

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SECTION 3 - DESCRIPTION OF SERVICE (continued)

3.2 Rate Period Overlap

Calls that overlap rate periods will be rated in relation to the amount of minutes that correspond to each rate period.

3.3 Minimum Call Completion Rate

The Company's network is engineered for network blockage purposes to a P.01 grade of service.

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SECTION 3 - DESCRIPTION OF SERVICE (continued)

3.4 WATS and Toll-Free Service Offerings

3.4.1 Direct Dial WATS/Day and Night Service

Basic "1+" direct dialed intrastate Telecommunications Service available in all equal access areas for use by subscribers 24 hours a day.

Calls are charged on a flat-rated, per minute of use basis, with peak and off-peak periods. Billing for this Service is calculated in six -second increments with an 18 second minimum call period.

One to five-digit accounting codes are available to enable Customers to easily track calls by project, client, department or other accounting group. A travel card is available to Customers at no extra charge.

3.4.2 T-1 WATS Service

Interexchange Service utilizing dedicated T-1 access for high volume Customers. Calls are charged on a flat-rated, per minute of use basis, with peak and off-peak periods. 24 separate access lines provide the capability of handling 24 simultaneous calls. Billed in six-second increments, with an 18 second minimum. Account and security codes are available.

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SECTION 3 - DESCRIPTION OF SERVICE (continued)

3.4 Service Offerings (continued)

3.4.3 Non-Dedicated Toll Free Service

This in-bound toll Service permits calls to be completed at the subscriber's location without charge to the calling party. Calls are charged on a flat-rated basis with peak and off-peak periods. Access to this Service is gained by dialing a 10-digit telephone number (800 or 888-NXX-XXXX) that will terminate at the subscriber's location. Toll Free access is available from anywhere in the United States.

The subscriber may elect to permit calls to originate from any location within the state or may geographically restrict access based on the caller's area code.

Calls are originated and terminated via normal shared use Facilities. The intrastate charge for switched Toll Free Service is a fixed rate per minute. Billed in six-second increments, with an 18 second minimum.

3.4.4 T-1 Toll Free Service

Toll Free flat usage-based rated Service utilizing dedicated T-1 access for high volume Customers. Calls are charged on a flat-rated, per minute of use basis, with peak and off-peak periods. Calls are billed in six-second increments, with an 18-second minimum. Special features include Route Advance, Dialed Number Identification Service, Area Code and Exchange Routing, Time Routing, Area Code Selection, and Automatic Number Identification.

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SECTION 3 - DESCRIPTION OF SERVICE (continued)

3.5 IntraLATA Long Distance Services

3.5.1 Long Distance Services are available from the Company pursuant to terms, conditions, regulations and rates as provided for in this Tariff. Service is available for use by Customers twenty-four (24) hours a day. The Company's Long Distance Service enables a User of an Exchange access line to place calls to any station on the Public Switched Telephone Network bearing an NPA-NXX designation associated with points outside the Customer's Local Calling Area. Such Service is offered for both intraLATA and interLATA calling. Customers must arrange for intraLATA and interLATA Service from the Interexchange Carriers of their choice. Customers may choose the Company as their carrier for intraLATA calls or interLATA calls.

3.6 Carrier Presubscription

3.6.1 Carrier Presubscription is a procedure whereby a Customer designates the Interexchange Carrier that the Customer wishes to be the carrier of choice for intraLATA and interLATA toll calls. Such calls are automatically directed to the designated carrier, without the need to use carrier access codes or additional dialing to direct the call to the designated carrier. Presubscription does not prevent a Customer from using carrier access codes or additional dialing to direct calls to an alternative long distance carrier on a per call basis.

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SECTION 3 - DESCRIPTION OF SERVICE (continued)

3.6 Carrier Presubscription (continued)

3.6.2 Customers may select the same carrier or separate carriers for intraLATA and interLATA long distance. Depending on the Service subscribed to by the Customer, the following options for long distance presubscription may be available:

Option A: Customer may select the Company as the presubscribed carrier for IntraLATA calls, subject to presubscription, and some other carrier as the presubscribed carrier for interLATA toll calls, subject to presubscription.

Option B: Customer may select no presubscribed carrier for intraLATA toll calls, which will require the Customer to dial a carrier access code to route all intraLATA toll calls to the carrier of choice, and the Company for interLATA toll calls, subject to presubscription.

Option C: Customer may select the Company for intraLATA toll calls subject to presubscription and no presubscribed carrier for interLATA toll calls which will require the Customer to dial a carrier access code to route all interLATA toll calls to the carrier of choice.

Option D: Customer may select some other carrier as the presubscribed carrier for intraLATA toll calls, subject to presubscription, and the Company as the presubscribed carrier for interLATA calls, subject to presubscription.

Option E: Customer may select the company for both intra LATA and interLATA toll calls, subject to presubscription.

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SECTION 3 - DESCRIPTION OF SERVICE (continued)

3.6 Carrier Presubscription (continued)

3.6.3 Rules and Regulations

- (A) Customers of record will retain their Primary Interexchange Carrier(s) until they request that their dialing arrangements be changed.
- (B) Customers of record or new Customers may select Option A, B, C, D, or E for intraLATA Presubscription.
- (C) Customers may change their selected presubscribed Interexchange Carrier at any time, subject to charges specified in this Tariff.

3.6.4 Carrier Presubscription Charges

(A) Application of Charges

After a Customer's initial selection for a presubscribed toll carrier and as detailed in this Tariff, for any change thereafter, an Presubscription Change Charge, as set for the below will apply. Customers who request a change in intraLATA and interLATA carriers with the same order will be assessed a single charge per line.

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SECTION 3 - DESCRIPTION OF SERVICE (continued)

3.7 Special Features

3.7.1 The following special features are available with Non-Dedicated Toll Free and Dedicated Toll Free Service:

- (A) Enhanced Toll Free Routing - Routing is available to improve call handling efficiency and productivity by allowing the Customer to route traffic by service group, area code, time of day, day of week and day of the year.
- (B) Area Code Selection - Area Code Selection allows a Customer to geographically restrict access to its Toll Free number based on the call's area code.

3.7.2 The following special features are available with Dedicated Toll Free Service:

- (A) Route Advance - Route Advance ensures that all calls are answered during peak calling periods by overflowing to the Customer's local business lines.
- (B) Uniform Call Distribution - Uniform Call Distribution (UCD) enables a Customer's operators to work more efficiently by evenly distributing Toll Free calls over all lines in a service group.
- (C) Dialed Number Identification - Dialed Number Identification Service permits multiple Toll Free numbers to terminate on the same service group to increase the efficiency and cost effectiveness of each service group. The Customer's operators can provide more personalized customer service because they immediately know the 800 number the caller has dialed.

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SECTION 3 - DESCRIPTION OF SERVICE (continued)

3.8 Calling Card Service

The Company's Calling Card Service can be used for domestic or international calling at locations other than the Customer's Premises. Calling card calls can be placed from rotary and touch-tone phones. Multiple calls may be placed using the # button on a touch-tone phone. A scrambled 14-digit code provides security and lessens the chance for code abuse. A misdial/correction feature permits fast, easy correction of misdial numbers. Call detail is provided in conjunction with Calling Card Service and permits the Customer to monitor usage. The Company will replace lost or stolen cards quickly and at no charge to the Customer. Calls are billed in 60-second increments.

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SECTION 3 - DESCRIPTION OF SERVICE (continued)

3.9 Operator and Directory Assistance

The Company does not provide operator or directory assistance services.

3.10 Special Promotions

3.10.1 The Company may, from time to time, engage in special promotional trial Service offerings of limited duration designed to attract new Customers or to increase Customer awareness of a particular Tariff offering.

3.10.2 These promotional offerings may only apply to certain Services and may be limited to specific dates, times and locations.

3.10.3 Except for the rates charged under special promotions offerings, all other terms and conditions of Service contained in this Tariff will apply to such Service offerings.

3.10.4 Promotional offerings will be presented to the Commission for its review in accordance with rules and regulations established by the Commission, and will be included in the Company's Tariff as an addendum to the Company's price lists.

3.11 Competitive Pricing Promotions

3.11.1 The Company may, at its discretion, match certain standard or promotional offerings of other companies in order to acquire new Customers or to retain existing Customers. The Customer must demonstrate to the Company's satisfaction that 1) an alternative Service offering is valid and currently available from a competing company and 2) the Customer intends to either subscribe or remain subscribed with the competing company.

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SECTION 3 - DESCRIPTION OF SERVICE (continued)

3.12 Individual Case Basis Pricing

3.12.1 Individual Case Basis Pricing is a service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer.

3.12.2 Rates, terms or conditions for Services may be determined on an Individual Case Basis and determined by contract between the Company and the Customer.

3.12.3 Customer-specific contracts may include, but are not limited to:

- (A) Central Office-based Services;
- (B) High Speed Private Line Services;
- (C) Customized Services that are unique because of size or configuration;
- (D) Customer volume or revenue commitments for which the Company must meet competitive demands of the marketplace
- (E) Any other Service for which the Company has authority to enter into Customer-specific contracts pursuant to the Commission's rules.

3.12.3 The Company will comply with the Commission's rules pertaining to ICB contracts.

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SECTION 4 - RATES**4.1 Rate Applicability**

This Tariff is applicable to all Customers.

4.2 Rate Periods

Peak Rate Period: Monday-Friday, 8:00 a.m. - 5:00 p.m.

Off-Peak Rate Period: All time periods not included in Peak Period

4.3 Uncompleted Calls

No charge will be incurred for calls where there is a busy signal, or no answer from the called party.

4.4 T-1 and PRI Service

Service	NRC	MRC
T-1 (0 to 30 miles)	\$995.00*	\$300.00
T-1 (over 30 miles)	ICB	ICB
PRI	\$995.00*	\$500.00

* T-1 and PRI non-recurring charges are waived if the Customer enters into a 2 or 3 year contract with the Company

4.5 Expedite Fees

11-14 Business Days	\$750.00
15-21 Business Days	\$500.00

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Jon Brinton, President
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3550 North Central Avenue, Suite 800
Phoenix, Arizona 85012

SECTION 4 – RATES (continued)**4.6 WATS and Toll-Free Rates and Charges**

		All charges in dollars per minute
<u>Service Type</u>		<u>Rate</u>
4.6.1 Direct Dial WATS/ Day and Night Service		\$0.049
4.6.2 T-1 WATS Service		\$0.045
4.6.3 Non-Dedicated Toll Free		\$0.049
4.6.4 T-1 Toll Free Service		\$0.045

4.7 Intrastate Long Distance Services

4.7.1 Intrastate Switched Long Distance	\$0.049
4.7.2 Intrastate Dedicated Long Distance	\$0.045
4.7.3 Intrastate Calling Card Long Distance	\$0.15

4.8 Carrier Presubscription Charges

Non-Recurring Charges
Per business or residence line, trunk, or port

Initial Line, or Trunk or Port	\$ 5.00
Additional Line, Trunk or Port	\$ 5.00

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SECTION 4 – RATES (continued)**4.9 Special Features**

Enhanced Toll-Free Routing	TBD
Area Code Selection	TBD
Route Advance	TBD
Uniform Call Distribution	TBD
Dialed Number Identification	TBD
Non-Verified Account Codes	No charge

For Toll Free Services, there is a one-time charge of \$135.00 for selection of one or more originating area codes. The charge remains the same regardless of the number of area codes chosen. There is also a \$135.00 one-time charge to change an existing area code selection plan. The charge remains the same regardless of the number of area codes changed.

Security Codes	(verified account codes):
1-50 codes	\$ 5.00
51-200	\$10.00
201+	\$25.00

For Security Codes, there is a one-time charge of \$15.00 for installation and per change/day charge of 15.00.

4.10 Operator and Directory Assistance

The Company does not provide operator or directory assistance services.

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SECTION 4 – RATES (continued)

4.11 Special Promotions

Reserved for future use.

4.12 Competitive Pricing Promotions

The Company may, at its discretion, match certain standard or promotional offerings of other companies in order to acquire new Customers or to retain existing Customers. The Customer must demonstrate to the Company's satisfaction that 1) an alternative Service offering is valid and currently available from a competing company and 2) the Customer intends to either subscribe or remain subscribed with the competing company.

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Inter-Tel NetSolutions, Inc.
3550 North Central Avenue, Suite 800
Phoenix, Arizona 85012

EXHIBIT 2

**REGISTRANT'S NOTIFICATION OF THE OHIO DEPARTMENT OF TAXATION
OF ITS INTENT TO CONDUCT OPERATIONS AS A TELEPHONE UTILITY**

CASEY & GENTZ, L.L.P.

ATTORNEYS AT LAW

919 Congress Ave., Ste. 1060
Austin, Texas 78701-2157
Phone 512-480-9900
Fax 512-480-9200

Writer's Direct Number:
512-225-0027

Robin A. Casey
Susan C. Gentz
Diane M. Barlow
Valerie P. Kirk
Bill Magness
Bradford W. Bayliff

September 10, 2002

Public Utilities Tax Division
Ohio Department of Taxation
Post Office Box 530
Columbus, Ohio 43216-0530

Dear Sirs:

Please be informed that Inter-Tel NetSolutions, Inc. is filing a Public Utilities Commission of Ohio 563 Registration Form to operate as a Public Competitive Telecommunications Service Provider. The company intends to conduct operations as a telephone utility in the state of Ohio. If you wish to contact the company, you may contact:

Jon Brinton
President
Inter-Tel NetSolutions, Inc.
Suite 800
3550 North Central Avenue
Phoenix, Arizona 85012

The company's telephone number is (800) 894-7026. Please contact me at (512) 225-0027 if you need additional information about Inter-Tel NetSolutions, Inc.'s application.

Sincerely yours,

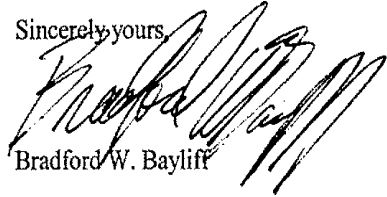

Bradford W. Bayliff

EXHIBIT 3

REGISTRANT'S OFFICERS AND DIRECTORS

OFFICERS AND DIRECTORS OF THE REGISTRANT:

<u>Name</u>	<u>Title</u>	<u>Address</u>
Jon Brinton	President	Suite 800, 3550 North Central Avenue, Phoenix, AZ 85012
Steven G. Mihaylo	Vice President and Director	"
Kurt R. Kneip	Vice President, Secretary, and Director	"
John C. Abbot	Treasurer	"
Ross E. McAlpine	Director	"

EXHIBIT 4

DESCRIPTION OF REGISTRANT'S PROPOSED SERVICES AND TARGETED MARKETS

NetSolutions is a wholly owned subsidiary of Inter-Tel, Inc. (Inter-Tel). Inter-Tel is a well-established and reputable company that has for more than 30 years researched, engineered, produced, distributed, installed, and serviced advanced business telephone systems and related products and systems that are among the most technologically advanced in the industry. Inter-Tel formed NetSolutions to better serve Inter-Tel's equipment customers by offering long distance services that Inter-Tel's customers may use in conjunction with its telephone systems. NetSolutions is uniquely capable of fulfilling Inter-Tel's customers' telecommunications needs because some of Inter-Tel's customers desire the convenience of acquiring long distance calling services through the same vendor that the customer uses to purchase its telephony equipment and other services.

NetSolutions' will provide resold interexchange long distance services. The Applicant intends to serve business and residential customers of Inter-Tel and its affiliates throughout the state of Ohio.

EXHIBIT 5

LIST OF OHIO COUNTIES SPECIFICALLY INVOLVED OR AFFECTED

The applicant intends to serve customers throughout the state of Ohio.

EXHIBIT 6

**CERTIFICATION FROM THE OHIO SECRETARY OF STATE
AS TO APPLICANT'S PROPER STANDING**

The State of Ohio

Bob Taft
Secretary of State

FL794943

Certificate

It is hereby certified that the Secretary of State of Ohio has custody of the Records of Incorporation and Miscellaneous Filings; that said records show the filing and recording of: FILE PER

of:

INTER-TEL NETSOLUTIONS, INC.

STATE OF INCORP: TX

TYPE OF LICENSE: PERMANENT

EXPIRATION DATE: VALID UNTIL CANCELLED FOR FAILURE TO FILE REPORTS

Recorded on Roll H105 at Frame 1667 of
the Records of Incorporation and Miscellaneous Filings.

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



Witness my hand and the seal of the Secretary of State at
Columbus, Ohio, this 22ND day of APRIL,
A.D. 1991.

Bob Taft
Bob Taft
Secretary of State

EXHIBIT 7

SERVICE REQUIREMENTS FOR APPLICANT'S PROVISION OF CERTAIN SERVICES

- ☐ Discounts for Persons with Communication Disabilities and the Telecommunication Relay Service
- ☐ Emergency Services Calling Plan
- ☐ Alternative Operator Service (AOS) requirements
- ☒ Limitation of Liability Language
- ☐ Termination Liability Language

The applicant wishes to include limitation of liability provisions in its application.

EXHIBIT 8

PERSONS AUTHORIZED TO MAKE AND/OR VERIFY FILINGS ON BEHALF OF THE APPLICANT

The following individuals are authorized to make and/or verify filings on behalf of the Applicant:

Jon Brinton - President
Dave Read - Director of Operations
Sue Sherman - Tax Department - Annual Reports should be sent to Ms. Sherman
3550 North Central Avenue, Suite 800
Phoenix, Arizona 85012
(800) 894-7026 Telephone

Bradford W. Bayliff
Outside Counsel, Attorney
Casey & Gentz, L.L.P.
Suite 1060
919 Congress Avenue
Austin, Texas 78701
(512) 225-0027 Telephone
(512) 480-9200 FAX
bbayliff@phonelaw.com

EXHIBIT 9

REGISTRANT'S PUBLIC INTEREST STATEMENT

Applicant submits that the public interest will be served by Commission approval of this application to provide resold interexchange long distance services within Ohio because it will increase competition and enhance customer choice for users of long distance services consistent with the legislative goals set forth in the Federal Telecommunications Act of 1996. Approval of the Application will serve the public interest by making available to customers high-quality interexchange services, thereby enhancing effective competition within Ohio. Prompt approval of this application also will expand the availability of innovative, high quality and reliable interexchange services and quality customer service within the State of Ohio. By increasing competition, NetSolutions' provision of service is expected to improve the price and quality of interexchange service in Ohio. Moreover, NetSolutions' entry into the market will neither prejudice nor disadvantage any class of customers or providers. To the contrary, the presence of another authorized carrier will provide additional consumer choice, promote competition, lower prices and stimulate development of additional telecommunications services.

EXHIBIT 10

SERVICE REQUIREMENTS FORM

SERVICE REQUIREMENTS FORM

The provider affirms that it is in compliance with Commission directives concerning the following checked items, and that this represents an up-to-date listing of applicable "generic" service requirements. The provider understands that this in no way supersedes the context of the applicable Commission orders described below.

A. MANDATORY REQUIREMENTS FOR ALL CTS PROVIDERS:

☒ 1. SALES TAX

Applicable to all competitive telecommunication service providers (See also Case No. 87-1010-TP-UNC)

Certain telecommunication services, as defined in the Ohio Revised Code, are subject to state sales tax at the prevailing tax rates, if the services originate, or terminate in Ohio, or both, and are charged to a subscriber's telephone number or account in Ohio.

☒ 2. DEPOSITS

If a deposit is requested, it may not exceed the estimated charges for two months tariffed services plus 30 percent of the monthly estimated charge for a specified customer. Deposits held for less than 180 days shall not accrue interest. Interest on intrastate deposits held for 180 days or longer will be handled in accordance with Rule 4901:1-17-05 of the Ohio Administrative Code.

B. REQUIREMENTS FOR PROVIDERS OF CERTAIN CTSs, OR WHERE CERTAIN CONDITIONS OF SERVICE ARE UTILIZED (check all applicable):

☒ 1. DISCOUNTS FOR PERSONS WITH COMMUNICATION DISABILITIES AND THE TELECOMMUNICATION RELAY SERVICE

Applicable to all competitive telecommunication service providers offering message toll service (MTS) (See also Case No. 87-206-TP-COI and 91-113-TP-COI):

- a. For purposes of these requirements, the definition of disabled refers to those persons with communication disabilities,

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including those hearing disabled, deaf, deaf/blind, and speech disabled persons who have a disability that prevents them from communicating over the telephone without the aid of a telecommunications device for the communicatively disabled.

- b. Residential disabled customers or disabled members of a customer's household, upon written application and upon certification of their disabled status, which is evidenced by either a certificate from a physician, health care official, state agency, or a diploma from an accredited educational institution for the disabled, are eligible to receive a discount off their MTS rates, and, if they utilize telebraille devices, they are eligible to receive free access to local and intrastate long distance directory assistance. Additionally, TDD lines maintained by non-profit organizations and governmental agencies, upon written application and verification that such lines are maintained for the benefit of the disabled are eligible to receive a discount off their MTS rates.
- c. Upon receipt of the appropriate application, and certification or verification by a person with a communication disability, one of the following discounts shall be made available for the benefit of the disabled person:
 - i. Off the basic MTS, current, price list day rates: a 40 percent discount off the intrastate, interexchange, customer-dialed, station-to-station calls occurring between 8:00 a.m. and 4:59 p.m. Monday through Friday; a 60 percent discount off the intrastate, interexchange, customer-dialed, station-to-station calls occurring between 5:00 p.m. and 10:59 p.m. Sunday through Friday, and New Year's Day, Independence Day, Labor Day, Thanksgiving, and Christmas; and a 70 percent discount off the intrastate, interexchange, customer-dialed, station-to-station calls occurring between 11:00 p.m. and 7:59 a.m. any day, 8:00 a.m. and 4:59 p.m. Sunday, and all day Saturday; or
 - ii. Off the basic MTS, current, price list day rates: no less than a straight 70 percent discount shall be made available on a 24-hour a day basis; or
 - iii. For MTS offered pursuant to the mileage-banded rate structure established in the Commission's April 9, 1985 Opinion and Order in Case No. 84-944-TP-COI, with the traditional day, evening, and night/weekend discounts: the "evening" discount off the intrastate, interexchange,

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customer-dialed, station-to-station calls placed during the "day" period Monday through Friday; and the "night/weekend" discount off the intrastate, interexchange, customer-dialed, station-to-station calls placed during the "evening" period Sunday through Friday, and on New Year's Day, Independence Day, Labor Day, Thanksgiving, and Christmas. Furthermore, the "night/weekend" discount plus an additional discount equivalent to no less than ten percent of the company's current, price list, "day" rates for basic MTS shall be made available for intrastate, interexchange, customer-dialed, station-to-station calls placed during the "night/weekend" period any day, the "day" period Sunday, and all day Saturday.

- d. All MTS calls placed through the telecommunication relay service (TRS) are eligible to receive a discount off the MTS rates. The rate discounts are the same as those set forth in paragraph 1.c. preceding. The discount shall not apply to sponsor charges associated with calls placed to pay-per-call services, such as 900, 976, or 900-like calls.

X 2. EMERGENCY SERVICES CALLING PLAN

Applicable to all competitive telecommunication service providers offering MTS (See also Case Nos. 85-1466-TP-COI and 89-54-TP-COI):

Message toll telephone calls, to governmental emergency service agencies as set forth in (a) 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 (b) following, are offered at no charge to customers:

- a. Governmental fire fighting, Ohio State Highway Patrol, 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) 24-hour basis, 365 days a year, including holidays.
- b. 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 service agency in order to seek assistance for such an emergency.

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□ 3. ALTERNATIVE OPERATOR SERVICES

The following applies to the provision of alternative operator services (AOS) (see also Case No. 88-560-TP-COI):

Preceding the maximum operator-assisted surcharges set forth in the text of the proposed tariff, as well as preceding the operator-assisted surcharges set forth in the price list attached to the proposed tariff, the CTS provider must insert a statement which specifies whether the rates as set forth apply to the provider's provision of traditional operator services, AOS, or both.

a. Definitions

- i. AOS are those services provided by the provider in which the customer and the end user are totally separate entities. The provider contracts with the customer to provide the AOS; however, the provider does not directly contract with the end user to provide the services even though it is the end user who actually pays for the processing of the operator-assisted calls.
- ii. Traditional operator services are those services provided by the provider in which the end user has a customer relationship with the provider, the provider contracts with the customer/end user to provide the services, and the customer/end user pays for the actual processing of the operator-assisted calls.

b. AOS Service Parameters

- i. For local operator-assisted calls, the AOS provider shall not charge the billed party more than the local exchange company (LEC) price list rates for a local operator-assisted call in the same exchange. This requirement includes both the rates for MTS and operator surcharges.
- ii. For intraLATA, intrastate calls, the AOS providers serving secured facilities shall not charge the billed party more than the LEC price list rates for an intraLATA, intrastate call. This requirement includes both the rates for MTS and operator surcharges. This requirement is only applicable in those situations where the billed party does not have access to other operator service providers (OSPs) for the call from the secured facility.

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- iii. For intraLATA and interLATA, intrastate calls, each AOS provider must apply one of the following MTS price ceilings to the MTS provided in conjunction with AOS (see also Case No. 89-563-TP-COI):

<u>Mileage Band</u>	<u>Initial Minute</u>	<u>Each Additional Minute</u>
1 - 10	.32	.16
11 - 22	.40	.22
23 - 55	.48	.28
56 - 124	.57	.37
125 - end	.58	.39

or;

\$.36 per minute of use

This rule does not apply to the provision of intraLATA, intrastate calls from secured inmate facilities where there is no access to other OSPs; the rates for those types of calls are addressed in 3.B.i. and ii., above.

- iv. For intraLATA and interLATA, intrastate calls, each AOS provider's maximum interexchange operator-assisted rates shall be no more than:

- i. \$1.70 for customer-dialed calling card calls;
- ii. \$2.50 for operator-handled calls; and
- iii. \$4.80 for person-to-person calls.

This rule does not apply to the provision of intraLATA, intrastate calls from secured inmate facilities where there is no access to other OSPs; the rates for those types of calls are addressed in 3.B.i, above.

- v. Notice of any change in the rates stated in 3.B. i. through iv., whether it be upward or downward, must be filed by the OSP with the Commission in the form of a new price list, on or

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before the effective date in accordance with Commission-established filing rules.

X 4. LIMITATION OF LIABILITY

The following is applicable to all competitive telecommunication providers that choose to include in their tariffs language which may limit their liability (See also Case No. 85-1406-AU-COI):

Approval of limitation of liability language by the PUCO does not constitute a determination by the Commission that the limitation of liability imposed by the company should be upheld in a court of law. Approval by the Commission merely recognizes that since it is a court's responsibility to adjudicate negligence and consequent damage claims, it is also the court's responsibility to determine the validity of the exculpatory clause.

X 5. TERMINATION LIABILITY

The following is applicable to all competitive telecommunication providers that choose to include in their tariffs language which may limit their liability for early termination of a contract or term payment plan:

Commission authorization of the termination liability language pursuant to the 0-day notice procedure is not intended to indicate that the Commission has approved or sanctioned any terms or provisions contained therein. Signatories to such contracts shall be free to pursue whatever legal remedies they may have should a dispute arise.