

Teleport Communications Group
Two Teleport Drive
Staten Island, NY 10311-1004
Tel: 718.355.2000
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June 8, 2000

Case No. 00-1029-TP-AEC

Ms. Daisy Crockron
Chief, Docketing Dept.
Public Utilities Commission of Ohio
180 East Broad Street, 10th Floor
Columbus, Ohio 43215

Dear Ms. Crockron:

Enclosed for filing on behalf of TCG of Ohio, Inc. ("TCG") is an original and seven (7) copies of the **REDACTED** version of a contract for TCG Prime Connect Service with TCG of Ohio.

TCG is an Ohio corporation authorized to do business in all 88 counties within Ohio for its competitive interexchange telecommunications services.

This filing is pursuant to the Commission's Order in Case No. 96-389-TP-AEC et al.

Please contact me on 614-228-7960 with any questions you may have relating to this matter.

Sincerely,

James Abbott
Manager

Attachment

cc: Louis Pompi / PUCO
Karen Hardie / OCC

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PUBLIC UTILITIES COMMISSION OF OHIO

LOCAL EXCHANGE CARRIER

REGISTRATION FORM

EFFECTIVE: July 15, 1997

In the Matter of the Application of END USER)CONTRACT)Case No. 00-1029-TP-AECName of Registrant(s) TCG of OHIO

Address of Registrant(s) _____

Contact Person(s) James Abbott (Phone 614-228-7960 ; Fax 614-228-7965)Date 6-8-00 TRF Docket No. 90-9010 -TP-TRFMotion for protective order included with filing? ☐ Yes, ☒ NoRequest for waiver(s) included with filing? ☐ Yes, ☒ No

NOTE: This form must accompany all applications filed by NECs. ILECs should utilize the appropriate form based on each ILEC's currently applicable regulatory framework. However, an ILEC must use this form if it has been granted tariff filing parity pursuant to Section VII. of the guidelines established in Case No. 95-845-TP-COI, or if the ILEC is filing an ARB or NAG case pursuant to the guidelines established in Case No. 96-463-TP-UNC. It is preferable not to combine different types of filings, but if you do so, you must file under the process with the longest applicable review period.

I. Indicate the reason for submitting this form (check only one):

- ☐ 1. (AAC) Application to Amend Certificate to expand Serving Area (30-day approval, 7 copies)
- ☐ 2. (ABN) Abandonment of all Services (NOT automatic, 10 copies)
- ☐ 3. (ACE) New Operating Authority (60-day approval, 7 copies)
- ☐ 4. (ACO) Application to Change Ownership (30-day approval, 10 copies)
- ☐ 5. (ACN) Application to Change Name (30-day approval, 10 copies)
- ☒ 6. (AEC) Application to Establish, Revise, or Cancel a Contract (30-day approval, 7 copies)
☒ End User ☐ Carrier-to-Carrier Contract Amendment to an agreement approved in a NAG or ARB case
- ☐ 7. (AMT) Merger (NOT automatic, 10 copies)
- ☐ 8. (ARB) Application for Arbitration (see 96-463-TP-COI for applicable process, 15 copies)
- ☐ 9. (ATA) Application for Tariff Amendment (Automatic timeframes vary with type of ATA filing -- see below)
- a. ☐ New End User Service which has been preceded by a 30-day prefiling with Staff and OCC (0-day filing, 10 copies)
- b. ☐ New Carrier-to-Carrier Service which has been preceded by a 30-day prefiling with Staff and OCC (0-day filing, 10 copies)
- c. ☐ Change in Terms and Conditions (30-day approval, 10 copies)
- d. ☐ Withdrawal of Service (30-day approval, 10 copies)
- e. ☐ Filing at Staff's Direction (30-day approval, 10 copies)
- f. ☐ Initial Carrier-to-Carrier Services Tariff subsequent to ACE approval (60-day approval, 10 copies)
- ☐ 10. (ATC) Application to Transfer Certificate (NOT automatic, 7 copies)
- ☐ 11. (ATR) Application to Conduct a Transaction Between Utilities (NOT automatic, 10 copies)
- ☐ 12. (NAG) Negotiated Interconnection Agreement Between Carriers (0-day effective, 90-day approval, 15 copies)
- ☐ 13. (UNC) Unclassified (explain) _____ (NOT automatic, 15 copies)
- ☐ 14. Other (explain) _____ (NOT automatic, 15 copies)

THE FOLLOWING ARE TRF FILINGS ONLY, NOT NEW CASES (0-day notice, 3 copies)

- ☐ 15. Introduction or Extension of Promotional Offering
- ☐ 16. New Price List Rate for Existing Service
- ☐ 17. Designation of Registrant's Process Agent(s)
- ☐ 18. Update to Registrant's Maps

II. Indicate which of the following exhibits have been filed. The numbers (corresponding to the list above) indicate, at a minimum, the types of cases in which the exhibit is required:

- ☐ A copy of registrant's proposed tariffs. (Carrier-to-Carrier resale tariff also required if facilities-based) (3)
- ☐ 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. (3)
- ☐ List of names, addresses, and phone numbers of officers and directors, or partners. (3-4,7,10)
- ☐ Brief description of service(s) proposed. (3)
- ☐ Explanation of whether applicant intends to provide ☐ resold services, ☐ facilities-based services, or ☐ both resold and facilities-based services. (3)
- ☐ Explanation as to whether NEC currently offers IXC services under separate CTS authority, and whether it will be including those services within its NEC filing, or maintaining such IXC services under a separate affiliate. (3)
- ☐ Explanation of how the proposed services in the proposed market area are in the public interest. (3)
- ☐ Description of the proposed market area. (3)
- ☐ Description of the class of customers (e.g., residence, business) that the applicant intends to serve. (3)
- ☐ Documentation attesting to the applicant's financial viability, including, at a minimum, a pro forma income statement and a balance sheet. If the pro forma income statement is based upon a certain geographical area(s) or information in other jurisdictions, please indicate. (3)
- ☐ Documentation attesting to the applicant's technical expertise relative to the proposed service offering(s) and proposed service area. (3)
- ☐ Explanation of the applicant's managerial expertise relative to the proposed service offering(s) and proposed service area. (3)
- ☐ Documentation indicating the applicant's corporate structure and ownership. (3)
- ☐ Information regarding any similar operations in other states. (3)
- ☐ Verification that the applicant will maintain local telephony records separate and apart from any other accounting records in accordance with the USOA. (3)
- ☐ Verification of compliance with any affiliate transaction requirements. (3)
- ☐ Letters requesting negotiation pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 and a proposed timeline for construction, interconnection, and offering of services to end users. (3, 8, 10)
- ☐ Copy of superseded tariff sheet(s) & price list(s), if applicable, marked as Exhibit A. (1-2,4,6,8-10,12-15)
- ☐ Copy of revised tariff sheets & price lists, marked as Exhibit B. (1-2,4,6,8-10,12-15)
- ☐ Specify which notice procedure has been utilized: ☐ real time; or ☐ newspaper. NOTE: Price list increases must be within an approved range of rates. (8-9,15)
- ☐ Copy of real time or newspaper notice which has been provided to customers. (2,4,6,9c-f, 10, 15)
- ☐ Copy of customer education and information material for new residential services. (8)
- ☐ 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. Also indicate whether it is a ☒ switched or ☐ dedicated service. Include this information in either the cover letter or Exhibit C. (1-2,4-6,9-10,12-15)
- ☐ Explanation as to which service areas company currently has an approved interconnection or resale agreement. (1,3, 9)
- ☐ Explanation as to whether rates are derived through (check all applicable): interconnection agreement, retail tariffs, or resale tariffs. (3)
- ☐ List of Ohio counties or exchanges the applicant intends to serve within 24 months of obtaining authorization. (1,3)
- ☒ List of Ohio counties specifically involved or affected. (2,4,6,9-10,12)
- ☐ Certification from Ohio Secretary of State as to party's proper standing (domestic or foreign corporation, authorized use of fictitious name, etc.). (3,4,6,9c-f,10) In transfer of certificate cases, the transferee's good standing must be established.
- ☐ Maps depicting the proposed serving and calling areas of the applicant. (1,3,7,10)
 - ☐ If Mirroring ILEC exchanges for both serving area and local calling areas: * Serving area must be clearly reflected on an Ohio map attached to tariffs and textually described in tariffs by noting that it is reflecting a particular ILEC/NEC territory, and listing the involved counties. * Local calling areas must be clearly reflected on an Ohio map attached to the tariffs, and/or clearly delineated in tariffs, including a complete listing of each exchange being served and all exchanges to which local calls can be made from each of those exchanges.
 - ☐ If Self-defining serving area and/or local calling area as an area other than that of the established ILEC exchange(s): * Serving Area must be clearly reflected on an Ohio map attached to the tariffs, and textually described in tariffs by listing the involved counties. * Local Calling Areas must be described in the tariff through textual delineation and clear maps. Maps for self-defined serving and local calling areas are required to be traced on United States Geological Survey topography maps. These maps are the Standard Topographic Quadrangle maps, 7.5 minute 1:24,000.
- ☐ 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 basic local exchange providers:

- ☒ Sales tax
- ☒ Deposits
- ☒ Disconnection of Service
- ☒ 1+

Service requirements for a NEC's provision 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
- ☐ Service Connection Assistance (SCA) and Telephone Service Assistance (TSA)
- ☐ Resale of Service [Required for facilities-based NECs]
- ☐ Local Number Portability [Required for facilities-based]

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 applicant:

James Abbott AT&T Manager Law&Gov't Affairs 614-228-7960 65E. State
St. Columbus Ohio 43215-4209

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.

V. List names, titles, phone numbers, and addresses of those persons authorized to respond to inquiries from the Consumer Services Department on behalf of the applicant regarding end-user complaints:

James Abbott Law&Gov't Affairs 614-228-7960 65 E. State St.
Columbus, Ohio 43215-4209

VERIFICATION

I, James Abbott verify that I have utilized, verbatim, the Commission's Local Exchange Carrier Registration Form effective July 15, 1997 and that all of the information submitted here, and all additional information submitted in connection with this case is true and correct to the best of my knowledge.

James R. Abbott 6-8-00
(Signature)* (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

LOCAL SERVICES AGREEMENT
BETWEEN

AND
TELEPORT COMMUNICATIONS GROUP INC.

Teleport Communications Group Inc., on its own behalf and on behalf of its affiliated entities, hereunder ("TCG"), and ("Customer") enter into this Service Agreement ("Agreement") for the provision of the TCG local services described in the attached Schedules.

1. **Service Provided** - TCG will provide to the Customer the Local Services described in the attached Schedules ("Local Services") in accordance with the provisions of the applicable TCG local service tariffs governing the Local Services ("Applicable Tariffs"), as changed from time to time, except as specifically stated in this Agreement and its attachments. The Attached Schedules may, at TCG's option, be filed as tariffs or contract tariffs in the appropriate states. Additional Schedules may be added upon mutual agreement of the parties. In the event an applicable tariff is withdrawn by TCG or the tariffing is no longer permitted or required by the appropriate regulatory body of a state in which Local Services are to be provided (the "Commission"), the terms of the last tariffed service offering will continue to govern the provision of such service in that state for the remainder of the term, except that rates will continue to fluctuate to the same extent that they could before detariffing.

2. **Term** - The term of this Agreement is set at 3 years. This Agreement shall become effective when signed by both parties and (where necessary) when authorized by the Commission ("Effective Date"). The date on which the term of this Agreement begins is referred to as the Customer's Initial Service Date (CISD). The rates and discounts specified in the attached schedules will apply commencing at the CISD. The CISD is the date that the Customer begins service under this Agreement. Upon termination of this Agreement, all service components remaining in service will be provided by TCG subject to TCG's standard rates and terms and conditions governing such service. No renewal option is available.

3. **Contract Price** - The contract price and any related terms and conditions for the Local Services are set forth in the applicable TCG Tariffs, as amended from time to time, except for those Rates specified in the attached Schedules. Regardless of any provisions in this Agreement that would otherwise stabilize rates or limit rate increases, TCG reserves the right to increase from time to time the rates for the Services provided, relating to charges imposed on TCG stemming from an order, rule or regulation of the FCC, the Commission or a court of competent jurisdiction, concerning interstate or intrastate universal service funding ("USF"). TCG will make rate adjustments under this provision as necessary.

4. **Minimum Commitments**

A. The Customer must purchase a minimum of 250 PrimeConnect Facilities in the first year of this agreement. Of these 250 PrimeConnect facilities, 100 must be installed before the end of the first year of this agreement, with the additional 150 PrimeConnect facilities being installed before the end of the second year of this Agreement. Customer

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shall order additional PrimeConnect facilities from TCG when the minutes of use per DS-1 except 400,000 or when the Customer's daily channel utilization exceeds 90% of the trunk capacity at that location.

B. Customer must subscribe to PrimeConnect services with a National Expenditure of \$60,000 in year one of this Agreement, and \$150,000 in years 2 and 3 of this Agreement. If, at the end of each year, the Customer has failed to satisfy the MARC, the Customer will be billed a shortfall charge in an amount equal to the difference between the MARC and the total of the actual charges for that year. Customer acknowledges that such commitments are in addition to, and not in lieu of, any telecommunications services commitments entered into by Customer with TCG or any of its affiliates pursuant to any FCC or intrastate tariffs or Contract Tariffs. For purposes of this agreement, National Expenditures refers to the total expenditures by the Customer for local services purchased from AT&T or its affiliates and subsidiaries.

5. **Discontinuance** - The Customer may discontinue this Agreement prior to the end of the term of the Agreement, provided the Customer replaces this Agreement with other TCG Local Services having (i) a MARC which is equal to or greater than the MARC under this Agreement, and (ii) a new term equal to or greater than the term remaining under this Agreement. If the Customer discontinues this Agreement for any reason other than specified above, prior to the expiration of the Term of the Agreement, a Termination Charge will apply. The Termination Charge will be an amount equal to 100% of the unsatisfied MARC for the year in which the Customer discontinues this Agreement and 100% of the MARC for each year remaining in the Term of the Agreement. However, TCG may terminate this Agreement on ten (10) days written notice in the event that Customer's use of the Services should result in blocking of calls on TCG's network at levels TCG reasonably determines to be excessive, provided that (1) TCG shall provide notice to Customer that such blocking is occurring and provide Customer with information on the number of additional PrimeConnect facilities necessary to eliminate such blocking and (2) Customer fails, within five (5) business days of receipt of such notice to agree to the prompt installation of the necessary additional PrimeConnect Services.

6. **Eligibility** - This Agreement is available only to Customers who (1) order service within 90 days after the effective date of this Agreement (2) accept an initial installation of the Services provided, within 30 days after the date service is ordered (3) order this Agreement only once. The prices contained in this Agreement are contingent upon Customer satisfying the "MARC" for the Local Services and any related terms and conditions as are set forth in this Agreement. For the purposes of this section a Customer is the actual customer who orders service and any Affiliate of the actual Customer. An Affiliate is any entity that owns a controlling interest in either the actual Customer or an affiliate of the actual Customer or any entity in which the actual Customer or an affiliate of the actual Customer owns a controlling interest

7. **Discounts** - The rates for Local Services provided under this Agreement are in lieu of, and not in addition to, any and all other TCG promotions, discounts, credits and waivers to which Customer is, or would otherwise be, entitled to receive for the Local Services, except for promotions which waive installation charges only.

8. **Commission Jurisdiction** - This Agreement is subject to the jurisdiction of various Commissions and each Schedule shall therefore be subject to such changes or modifications as the controlling Commission may direct from time to time in the exercise of its jurisdiction. Therefore, for this purpose, each Schedule will be deemed to be a separate agreement and the parties' obligations with respect to the Local Services to be provided in a specific state shall be construed and interpreted under the laws of that state.

9. **Classifications, Practices and Regulations** - Except as otherwise provided in this Agreement, the applicable rates, charges, terms and conditions are as set forth in the Applicable Tariffs, as filed with the Commission, as they may be modified from time to time. The Applicable Tariffs are incorporated herein by reference.

10. **Disclosure of Information** – Unless publicly disclosed by TCG in a tariff, price list or other required filing with a Commission, the rates, charges, terms and conditions described in this Agreement, including any Schedules, are confidential and proprietary and shall be treated by Customer as it would treat its own confidential information. Customer shall not disclose, disseminate or publish such information unless required to do so under applicable laws. Such information shall be disclosed to Customer's employees, agents or contractors only on a need to know basis and only if such person agrees to be bound by the terms of this Agreement regarding confidentiality prior to receiving such information. The obligation not to disclose information under this Section shall not apply to those provisions of this Agreement that by law become available for public review by requirements of the applicable Commission. The Parties acknowledge that each may, in the course of performing its responsibilities under this Agreement, be exposed to or acquire Confidential Information of the other Party, its affiliates, or its clients. "Confidential Information" means proprietary or non-public information that either Party obtains knowledge of or access to in connection with the transactions contemplated by this Agreement, including without limitation business plans, specifications and strategies in any media (whether tangible or intangible and whether in written, magnetic, optical, electronic or other form). "Confidential Information" will be deemed not to include information which (i) is or becomes publicly known or is publicly available through no wrongful act of the Party receiving the information, (ii) becomes known to a Party other than from the other Party or becomes known to third parties other than from such Party (except for disclosures subject to a confidentiality agreement), or (iii) would otherwise constitute "Confidential Information" of the other Party, but which a Party is required by court order or other legal process to disclose. Each Party agrees, during or after the term of this Agreement, to hold the other Party's Confidential Information in strict confidence and not to disclose such Confidential Information to third parties or to use such Confidential Information for any purposes whatsoever other than the provision of Services hereunder.

11. **General**

A. If either party has a claim against the other party with respect to any matter arising out of the furnishing of the Local Services described in this Agreement, including, but not limited to, billing or payment for services provided under this Agreement, the party must notify the other party of such claim in writing within two (2) years after the cause of action arises.

B. Each party has designated a fully authorized representative to execute this Agreement and bind its company to its terms.

C. Except to the extent that this Agreement may be modified with respect to a Schedule pursuant to a Commission's jurisdiction as set forth in Paragraph 8 and except for revisions to Applicable Tariffs, no change, modification or waiver of any of the terms of this Agreement shall be binding unless reduced to writing and signed by authorized representatives of both parties hereto.

D. This Agreement shall not be deemed to provide any third party with any remedy, claim, right of action, or other right, except that the terms of this Agreement shall inure to the benefit of the parties' affiliates.

E. Unless a different meaning is clearly intended, the words and phrases used in this Agreement shall have the meanings stated in the Applicable Tariffs.]

F. Neither party may assign this Agreement without the prior written consent of the other. However, either party may assign this Agreement to an affiliate or subsidiary without the consent of the other party (but shall not be relieved of any obligations so assigned) and TCG may assign its rights to receive payment without the consent of Customer. Customer may, in connection with a merger or a sale or other disposition of substantially all of the assets of Customer to an acquiring entity, assign this agreement after giving notice to TCG.

12. Other Terms and Conditions - TCG shall designate an account manager responsible for responding to Customer's service issues, including but not limited to issues related to billing, installation and quality. Such account manager shall promptly respond to Customer's issues.

TCG shall keep complete records and accounts from which may be determined the actual amount of Services provided under this Agreement. Such records and accounts shall be open for inspection, examination, audit and copying by Customer or its designated representatives at all reasonable times. TCG shall keep and preserve such records and accounts throughout the term of this Agreement and for a period of three (3) years after expiration or termination of this Agreement. Such examination shall be at Customer's expense unless it uncovers an overbilling of more than five percent (5%) of the amounts invoiced to Customer, in which case TCG shall be responsible for the reasonable costs of the examination, unless TCG has previously adjusted the Customer's accounts to reduce the overbillings below 5.

13. Liability - TCG's Liability in connection with the service provided in these schedules shall be limited as stated in the applicable tariffs, as such tariffs may be revised from time to time. In no event shall TCG be liable for special, consequential, exemplary, or punitive damages as a result of its performance or nonperformance of this Contract. Customer hereby releases TCG from any claims whatsoever relating to any blocking that should be experienced by Customer's users in calling Customer's DID numbers, and further agrees to indemnify, defend and hold TCG harmless against all claims, suits, proceedings, expenses (including reasonable attorneys' fees), losses, liabilities, or damages arising from the use of Services pursuant to this Contract, or any blocking that might occur as a result of such use.

14. **Dispute Resolution** - Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by binding arbitration administered by the American Arbitration Association in Dallas, Texas, in accordance with its Commercial Arbitration Rules. The parties may, without waiving any remedy under this Agreement, seek from any court having jurisdiction any interim or provisional relief that is necessary to protect their rights or property, pending the arbitral tribunal's determination of the merits of the controversy. Each party shall bear its own costs and expenses and an equal share of the arbitral tribunal fees and administrative fees. The award shall be in writing, shall be signed by a majority of the arbitrators in the tribunal, and shall include a statement regarding the reasons for the disposition of any claim. Judgment on the award rendered by the arbitral tribunal may be entered in any court having jurisdiction thereof. Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of all parties.

THIS AGREEMENT, THE ATTACHED SCHEDULE(S) AND THE APPLICABLE TARIFF(S) REPRESENT THE ENTIRE UNDERSTANDING BETWEEN THE PARTIES AND SUPERSEDE ALL PRIOR AGREEMENTS, PROPOSALS, REPRESENTATIONS, STATEMENTS, OR UNDERSTANDINGS, WHETHER WRITTEN OR ORAL, CONCERNING THE LOCAL SERVICES OR THE RIGHTS AND OBLIGATIONS RELATING THERETO.

TCG CORP.

By: _____

By: [Signature]

Title: _____

Title: Branch Controller

Date: _____

Date: 5-24-00

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SCHEDULE NO. 6
NETWORK TWO

June 8, 2000

1. Services Provided - TCG will provide to the Customer and its affiliates the following Local Services in the State of Ohio, where facilities permit, in accordance with the provisions of Teleport Communications Group, P.U.C.O. No. 2, as changed from time to time, except as specifically stated in this Schedule.

A. PrimeConnect

2. Rates - Subject to Section 3 of this Agreement, the following rates are stabilized for the term of this Agreement. These rates are in lieu of the rates for those elements specified in the Applicable TCG Tariffs that are referenced above. Subject to availability of facilities, the Customer can purchase the PrimeConnect High Volume Inbound Calling Option with the Primary Rate Interface (PRI) arrangement of the Integrated Services Digital Network (ISDN) at the rate listed below. All other rates in the Applicable TCG Tariffs shall apply.

A. PrimeConnect - Monthly Recurring
Cleveland and Columbus areas:
Per Month: \$600.00