

List of Exhibits to the Application of Setson LLC
To Provide Telecommunications Services Throughout the State of Ohio

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Exhibit A

Setson's Business Structure

Applicant's legal name is Setson LLC. Setson is an Ohio limited liability company formed on February 23, 2017. A copy of its Articles of Organization is attached hereto as Exhibit A-1. A copy of Setson's Ohio Secretary of State Certificate of registration and Certificate of Good Standing are attached hereto as Exhibit A-2. Setson's registration with the Ohio Department of Taxation is attached hereto as Exhibit A-3.

Exhibit A-1

Setson's Articles of Organization



DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
02/23/2017	201705300342	DOMESTIC FOR PROFIT LLC - ARTICLES OF ORG (LCP)	99.00	0.00	0.00	0.00	0.00

Receipt

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

SETH T JACKSON
5818 FIELDCREST DR
GALLOWAY, OH 43119

STATE OF OHIO CERTIFICATE

Ohio Secretary of State, Jon Husted
3994331

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

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

Document(s)

DOMESTIC FOR PROFIT LLC - ARTICLES OF ORG

Effective Date: 02/22/2017

Document No(s):

201705300342



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
23rd day of February, A.D. 2017.

Ohio Secretary of State



Form 533A Prescribed by:
Ohio Secretary of State

JON HUSTED
Ohio Secretary of State

Central Ohio: (614) 466-3910
Toll Free: (877) SOS-FILE (767-3453)
www.OhioSecretaryofState.gov
Busserv@OhioSecretaryofState.gov

Date Electronically Filed: 2/22/2017

Articles of Organization for a Domestic Limited Liability Company

Filing Fee: \$99

CHECK ONLY ONE (1) BOX

(1) ☒ Articles of Organization for Domestic
For-Profit Limited Liability Company
(115-LCA)

(2) ☐ Articles of Organization for Domestic
Nonprofit Limited Liability Company
(115-LCA)

Name of Limited Liability Company

Name must include one of the following words or abbreviations: "limited liability company," "limited," "LLC," "L.L.C.," "Ltd.," or "Ltd"

Effective Date
(Optional)
mm/dd/yyyy

(The legal existence of the limited liability company begins upon the filing of the articles or on a later date specified that is not more than ninety days after filing)

This limited liability company shall exist for
(Optional)

Period of Existence

Purpose
(Optional)

**Note for Nonprofit LLCs

The Secretary of State does not grant tax exempt status. Filing with our office is not sufficient to obtain state or federal tax exemptions. Contact the Ohio Department of Taxation and the Internal Revenue Service to ensure that the nonprofit limited liability company secures the proper state and federal tax exemptions. These agencies may require that a purpose clause be provided.

ORIGINAL APPOINTMENT OF AGENT

The undersigned authorized member(s), manager(s) or representative(s) of

SETSON LLC

Name of Limited Liability Company

hereby appoint the following to be Statutory Agent upon whom any process, notice or demand required or permitted by statute to be served upon the limited liability company may be served. The name and address of the agent is

SETH JACKSON

Name of Agent

5818 FIELDCREST DR

Mailing Address

GALLOWAY

City

OH

State

43119

ZIP Code

ACCEPTANCE OF APPOINTMENT

The undersigned, _____ named herein as the statutory agent

SETH JACKSON

Statutory Agent Name

for

SETSON LLC

Name of Limited Liability Company

hereby acknowledges and accepts the appointment of agent for said limited liability company

Statutory Agent Signature

SETH JACKSON

Individual Agent's Signature / Signature on Behalf of Business Serving as Agent

By signing and submitting this form to the Ohio Secretary of State, the undersigned hereby certifies that he or she has the requisite authority to execute this document.

Required

Articles and original appointment of agent must be signed by a member, manager or other representative.

If authorized representative is an individual, then they must sign in the "signature" box and print their name in the "Print Name" box.

If authorized representative is a business entity, not an individual, then please print the business name in the "signature" box, an authorized representative of the business entity must sign in the "By" box and print their name in the "Print Name" box.

Signature

By (if applicable)

Print Name

Signature

By (if applicable)

Print Name

Signature

By (if applicable)

Print Name

Exhibit A-2

**Ohio Certificate of Registration and
Certificate of Good Standing**

Exhibit A-3

Registration with Ohio Department of Taxation



Department of
Taxation

REGISTRATION CONFIRMATION

PO Box 182215
Columbus, OH 43218-2215
Tax.ohio.gov

Setson, LLC
6352 Thorncrest Dr
Galloway, OH 43119

May 22, 2019

RE: Account Type: County Vendor's License
Account Number: 25328744
Effective Date: 12/1/2018
Filing Frequency: Monthly
TIN: 50

Please verify that the information listed below is complete and accurate. If there are corrections and/or additions, please note them on this form and return it by mail to PO Box 182215, Columbus, OH 43218-2215 or fax to 1-614-387-2165. You may also contact us by telephone at 1-888-405-4089 or by email through our website at tax.ohio.gov.

Legal Name	Setson, LLC
FEIN/SSN	**_***8944

Filing periods are required to be filed electronically. You can file and pay your sales tax returns electronically through the Ohio Business Gateway at gateway.ohio.gov. Payments may be made directly from your bank account (electronic check) or by credit card.

The Ohio Department of Taxation must receive all returns and payments on or before the 23rd of the month following the end of the reporting period. Failure to file and pay taxes due in a timely manner may result in the loss of discount and the imposition of interest, penalties and/or additional charges. You must file a return even if you made no taxable sales for the filing period.

If you have any questions concerning your tax responsibilities or how to file your return(s), please contact us.

Taxpayer Services Division
Phone: 1-888-405-4089
Fax: 1-614-387-2165
TTY/TDD: 1-800-750-0750



Department of
Taxation

PO Box 182215
Columbus, OH 43218-2215
Tax.ohio.gov

Setson, LLC
6352 Thorncrest Dr
Galloway, OH 43119

May 22, 2019

Vendor's License

RE: Vendor License Number: 25328744
County: Franklin
Effective Date: 12/1/2018

This is to certify that the vendor herein named, having complied with the provisions of the Ohio Revised Code (R.C.) section 5739.17, is hereby authorized to sell tangible personal property and selected services at retail, at the location specified below. **This license shall terminate and be null and void if the business is moved to a new location outside the county where it is presently located, if the business is sold, if an individual or partnership incorporates the business, if a partnership is dissolved, or if a corporation dissolves or is canceled for cause by the Tax Commissioner.**

Setson, LLC
6352 Thorncrest Dr
Galloway, OH 43119-8824

The Ohio Sales Tax Law provides that no vendor shall fail to collect the full and exact tax as required by sections 5739.01 to 5739.31, inclusive, of the Ohio Revised Code, or fail to comply with such sections and the rules and regulations of the Tax Commissioner.

Whoever violates this provision may be fined not less than twenty-five nor more than one hundred dollars for a first offense; for each subsequent offense such person shall, if a corporation, be fined not less than one hundred nor more than five hundred dollars, or if an individual or member of a partnership, firm or association, be fined not less than twenty-five nor more than one hundred dollars, or imprisoned not more than 60 days, or both.

Exhibit B

Description of Setson's Services and Statement Regarding the Provision of Competitive Telecommunications Services

Setson seeks authority to provide telecommunications services throughout Ohio on a facilities-based and resale basis. Setson expects to provide special access and private line, including ethernet and wavelength optical services, lit and dark fiber services, and dedicated internet access to wholesale carrier, enterprise customers, and municipal/school entities. As detailed in this Application, Setson will provide competitive telecommunications services but does not seek authority to provide Basic local exchange services or competitive emergency telecommunications carrier services. Setson's Telecommunications Retail Service Offering Form is attached hereto as Exhibit B-1.

Exhibit B-1

Setson's Retail Services Offering Form

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

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

Company Name Setson LLC

Company Address 6352 Thorncrest Drive, Galloway, OH 43119

Company Web Address www.setsonllc.com

Regulatory Contact Person Seth Jackson Phone 614 407-7755 Fax 614 407-7755

Regulatory Contact Person's Email Address sjackson@setsonllc.com

Contact Person for Annual Report Seth Jackson Phone 614 407-7755 Fax 614 407-7755

Consumer Contact Information Seth Jackson Phone 614 407-7755 Fax 614 407-7755

TRF Docket No. - -TP-TRF

I. Company Type (Check all applicable):

☐ Non-BLES CLEC ☐ IXC ☒ Other (explain) competitive telecommunications service provider

II. Services offered (Check all applicable):

☐ Toll services (intrastate)

☐ Local Exchange Service (i.e., residential or business bundles)

☒ Other (explain) private line, ethernet, wavelength optical, dark and lit fiber services

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

☐ Toll Presubscription

☒ Intrastate Special and Switched Access Services to Carriers (facilities-based local carriers only)*

☐ N-1-1 Service

☐ Pole Attachment and Conduit Occupancy

☐ Pay Telephone Access Lines

☐ Inmate Operator Service

☐ Telephone Relay Service

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

Part IV. – Attestation

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

Setson LLC

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

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

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

Seth Jackson
(Signature and Title)

8/11/2019
(Date)

Exhibit C

Setson's Description of Geographic Area and Class of Customers to be Served

Setson requests authority to provide facilities-based and resold competitive telecommunications services throughout the State of Ohio within all areas for which the Commission will grant such authority, including the service areas of any incumbent local exchange carrier ("ILEC") that is now or becomes subject to competition in Ohio. This authority will allow Setson to expand its service offerings as market conditions permit.

Setson will primarily serve enterprise business customers, municipal/school entities and wholesale carrier customers. Setson does not intend to offer telecommunications services to residential customers.

Exhibit D

Setson's Compliance Statement

The FCC's accounting requirements do not apply to Applicant because Applicant is a competitive telecommunications provider. Applicant follows Generally Accepted Accounting Practices ("GAAP") in its accounting procedures.

Exhibit E

Financial Qualifications

Setson has the requisite financial qualifications to be certificated as a telecommunications provider in Ohio. Setson's financial qualifications are evident in its attached financial statements.

Setson, LLC

BALANCE SHEET

As of December 31, 2018

	JAN - MAR, 2018	APR - JUN, 2018	JUL - SEP, 2018	OCT - DEC, 2018
ASSETS				
Current Assets				
Bank Accounts				
TOTAL BUS CHK (7392)	1,709.00	1,035.51	2,282.43	8,934.86
Total Bank Accounts	\$1,709.00	\$1,035.51	\$2,282.43	\$8,934.86
Accounts Receivable				
Accounts Receivable (A/R)	6,555.00	9,882.40	9,746.25	6,922.50
Total Accounts Receivable	\$6,555.00	\$9,882.40	\$9,746.25	\$6,922.50
Other Current Assets				
Undeposited Funds	0.00	0.00	0.00	250.00
Total Other Current Assets	\$0.00	\$0.00	\$0.00	\$250.00
Total Current Assets	\$8,264.00	\$10,917.91	\$12,028.68	\$16,107.36
TOTAL ASSETS	\$8,264.00	\$10,917.91	\$12,028.68	\$16,107.36
LIABILITIES AND EQUITY				
Liabilities				
Current Liabilities				
Other Current Liabilities				
Direct Deposit Payable	0.00	0.00	0.00	0.00
Payroll Liabilities				
Federal Taxes (941/944)	0.00	0.00	0.00	0.00
Federal Unemployment (940)	0.00	42.00	42.00	42.00
OH Income Tax	0.00	250.74	376.11	0.00
OH Local Tax	0.00	177.92	88.96	0.00
OH Unemployment Tax	0.00	192.15	64.35	0.00
Total Payroll Liabilities	0.00	662.81	571.42	42.00
Total Other Current Liabilities	\$0.00	\$662.81	\$571.42	\$42.00
Total Current Liabilities	\$0.00	\$662.81	\$571.42	\$42.00
Total Liabilities	\$0.00	\$662.81	\$571.42	\$42.00
Equity				
Owner's Investment	100.00	100.00	100.00	100.00
Owner's Pay & Personal Expenses	-24,409.00	-34,779.00	-41,154.37	-50,254.86
Retained Earnings	18,843.93	18,843.93	18,843.93	18,843.93
Net Income	13,729.07	26,090.17	33,667.70	47,376.29
Total Equity	\$8,264.00	\$10,255.10	\$11,457.26	\$16,065.36
TOTAL LIABILITIES AND EQUITY	\$8,264.00	\$10,917.91	\$12,028.68	\$16,107.36

Exhibit F

Managerial and Technical Qualifications

Seth Jackson is the founding member of Setson, LLC, a network consulting firm that focuses on networking and wireless integration. His vast experience of over 20 years in the telecommunications workforce, passion for the industry, and desire to do things differently initiated the launch of Setson in 2017. Seth manages network architecture and design activities of the organization on a routine basis and he is responsible for the construction of fiber.

Early in his career, Seth discovered that working in tandem with clients, he could truly gain an understanding of what was needed on an individual level. He found that business owners are seeking immediate solutions to their bandwidth needs, thus fueling his dedication to ensuring fast and efficient products and services.

Exhibit G

Public Interest Considerations

Granting this Application will promote the public interest by increasing competition in the provision of telecommunications services in Ohio. Applicant will deploy and expand competitive telecommunications infrastructure in the State. Applicant will provide customers with high quality, cost effective telecommunications services, with an emphasis on customer service by local staff. Competition, by driving prices closer to costs promotes lower rates, with the ancillary benefits of increased innovation and more responsive customer service. These benefits redound to the benefit of the public. In addition to these various direct benefits of competitive service offerings, competition also provides continuing incentives for all carriers to reduce costs, lower prices, improve customer service, and increase innovation. For the reasons stated above, Applicant respectfully submits that the public interest, convenience, and necessity would be furthered by a grant of this Application for the authority to provide telecommunications service statewide in Ohio.

Exhibit H

Similar Operations in Other States

Setson does not provide services in any other state than Ohio.

Exhibit I

Proposed Interactions with Carriers: Derivation of Rates

Setson's rates will be derived from negotiations with its customers on an individual case basis taking into factors such as complexity of delivery and competitive alternatives. Setson will tailor its billing and disconnection procedures and notice to the particular contractual requirements of the customer. A sample Setson invoice is, however, attached hereto as Exhibit I-1. Setson will build its own facilities and obtain inputs, such as dark fiber, from other carriers but will not initially enter into interconnection agreements with or purchase unbundled network elements from incumbent local exchange carriers.

Exhibit I-1

Sample Customer Invoice

Setson, LLC
6352 Thorncrest Dr
Galloway, OH 43119 US
ap@setsonllc.com



Invoice

BILL TO

[REDACTED]
[REDACTED]
[REDACTED]

INVOICE # 1182

DATE 08/05/2019

DUE DATE 08/05/2019

TERMS Due on receipt

ACTIVITY	QTY	RATE	AMOUNT
[REDACTED]	[REDACTED]	1.00	420.00
[REDACTED]	[REDACTED]	1.00	120.00
BALANCE DUE			\$540.00

Exhibit J

Proposed Interactions with Carriers

To the extent necessary, Setson may partner with or resell the facilities or services of carriers or other providers to deliver services in Ohio. The location, scope and configuration of Setson's service will depend on market and customer demands. Although beginning in the Columbus market, Setson will provide its services statewide but will not provide switched local exchange service. As such, Setson does not anticipate entering into an interconnection agreement with any incumbent local exchange carriers and has not begun any negotiations with ILECs in Ohio. The requirement to provide a notarized affidavit regarding a bona fide request for interconnection is therefore not applicable.

Exhibit K

Setson's Proposed Tariff

SETSON LLC
TARIFF FOR TELECOMMUNICATIONS
SERVICES WITHIN THE STATE OF OHIO

This tariff has been filed with the Ohio Public Utilities Commission. Copies are available for inspection at the Company's place of business: 6352 Thorncrest Drive, Galloway, OH 43119.

The Company's tariff is in concurrence with all applicable state and federal laws and with the Commission's applicable Rules and Regulations and Orders. Any provisions contained in this Tariff that are inconsistent with the foregoing mentioned will be deemed inoperative and superseded.

Issued:

Effective:

Issued by: Seth Jackson
Setson LLC
6352 Thorncrest Drive
Galloway, OH 43119

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 is added. For example, a new page added between Pages 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 page 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 various levels of paragraph coding. Each level of coding is subservient to its next higher level:
 - 2
 - 2.1
 - 2.1.1
 - 2.1.1.1
 - 2.1.1.1.A
 - 2.1.1.1.A.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. An asterisk designates all revisions made in a given filing (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages.) 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.

Issued:

Effective:

Issued by: Seth Jackson
Setson LLC
6352 Thorncrest Drive
Galloway, OH 43119

List of Modifications

For Future Use

Issued:

Issued by: Seth Jackson
Setson LLC
6352 Thorncrest Drive
Galloway, OH 43119

Effective:

Check Sheet

Pages 1 through 30 inclusive of this tariff are effective as of the date shown at the top of the respective page(s).

<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>
1	Original	29	Original
2	Original	30	Original
3	Original		
4	Original		
5	Original		
6	Original		
7	Original		
8	Original		
9	Original		
10	Original		
11	Original		
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21	Original		
22	Original		
23	Original		
24	Original		
25	Original		
26	Original		
27	Original		
28	Original		

Issued:

Effective:

Issued by: Seth Jackson
Setson LLC
6352 Thorncrest Drive
Galloway, OH 43119

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Issued:

Effective:

Issued by: Seth Jackson
Setson LLC
6352 Thorncrest Drive
Galloway, OH 43119

1 General

1.1 Explanation of Symbols

- (C) – To signify “Change”
- (D) – To signify “Decrease”
- (I) – To signify “Increase”

1.2 Application of the Tariff

1.2.1 This tariff governs the Company’s intrastate telecommunications services that originate and terminate in the State of Ohio. Specific services and rates are described elsewhere in this tariff.

1.2.2 The Company’s services are available to business customers.

1.2.3 The Company’s service territory is the state of Ohio.

1.2.4 The rates and regulations contained in this tariff apply only to the intrastate competitive access services furnished by the Company and do not apply, unless otherwise specified, to the lines, facilities, or the services provided by a local exchange carrier or other common carrier for use in accessing the services of the Company. A communication is “intrastate” only if all points of origination and termination are located within the state of Ohio. This tariff does not cover any unregulated service offered by the Company.

The rates, rules, terms and conditions contained herein are subject to change pursuant to the rules and regulations of the Commission.

This tariff will be maintained and made available for inspection at the Company’s principal business office at 6352 Thorncrest Drive, Galloway, OH 43119.

Issued:

Effective:

Issued by: Seth Jackson
Setson LLC
6352 Thorncrest Drive
Galloway, OH 43119

1.3 Definitions

- 1.3.1 “Carrier,” “Company” or “Utility” refers to Setson LLC.
- 1.3.2 “Commission” means the Public Utilities Commission of Ohio.
- 1.3.3 “Circuit” means a communications path or paths between two or more points.
- 1.3.4 “Customer” means any person, firm, corporation, or governmental entity who has applied for and is granted service or who is responsible for payment of service, and for compliance with the Company’s rules and regulations.
- 1.3.5 “F.C.C.” means the Federal Communications Commission.
- 1.3.6 “Individual Case Basis (“ICB”)” means a service arrangement in which the regulation, rates and charges are developed based on the specific circumstances of the Customer.
- 1.3.7 “MRC” means monthly-recurring charge.
- 1.3.8 “Network” means the Company’s facilities, equipment, and telecommunications service(s) provided under this tariff.
- 1.3.9 “NRC” means non-recurring charge.
- 1.3.10 “Service” means any telecommunications service(s) provided by the Company under this tariff.
- 1.3.11 “Service Order” is a written request for services executed by the Customer and the Company in the format required 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 the tariff.

Issued:

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Setson LLC
6352 Thorncrest Drive
Galloway, OH 43119

- 1.3.12 “Service Term” is the term for each Service which begins on the date of the acceptance of the Service Order applicable to such Service, or on such other date as may be stated in the Service Order, and remains in effect until the expiration of the initial Service Term specified in the applicable Service Order.

Issued:

Effective:

Issued by: Seth Jackson
Setson LLC
6352 Thorncrest Drive
Galloway, OH 43119

2. Rules and Regulations

2.1 Undertaking of the Company

The Company undertakes to furnish Wavelength services to business customers within the state of Ohio. Subject to the approval by the Commission if required, the Company may offer other competitive access services in the future. To the extent that it is required, such future service offerings will be set forth in transmittals detailing changes to this tariff or other tariffs the Company may have on file with the Commission.

If permitted by an applicable Service Order, Customers may connect services and facilities provided by the Company under this tariff to obtain access to services offered by other providers. The Company is responsible under this tariff only for the services provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own customers.

The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company and consistent with the authority granted by the Commission.

The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to other causes beyond the Company's control.

Issued:

Effective:

Issued by: Seth Jackson
Setson LLC
6352 Thorncrest Drive
Galloway, OH 43119

2.2 Obligations of the Customer

2.2.1 The Customer shall be responsible for:

- 2.2.1.1 The payment of all applicable charges specified in Service Orders executed by the Customer and for charges due pursuant to this tariff.
- 2.2.1.2 Reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the Customer or Customer's employees, contractors, agents, or end users; or the noncompliance by the Customer or Customer's employees, contractors, agents, or end users, 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.
- 2.2.1.3 Providing at no charge, as specified from time to time by the Company, any needed space and power to operate the Company's facilities and equipment installed on the Customer's premises.
- 2.2.1.4 Complying with all laws and regulations regarding the working conditions on the premises at which the Company's employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain the Company's 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 prior to any construction or installation work.

Issued:

Effective:

Issued by: Seth Jackson
Setson LLC
6352 Thorncrest Drive
Galloway, OH 43119

-
- 2.2.1.5 Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of the Company's facilities and equipment in any Customer premises for the purpose of installing, inspecting, maintaining, repairing, or, upon termination of service as stated herein, removing the facilities or equipment of the Company and returning the same to the Company.
 - 2.2.1.6 Making Company facilities and equipment available periodically for maintenance purposes at times requested by the Company. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.
 - 2.2.2 With respect to any service or facility provided by the Company, the Customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses for:
 - 2.2.2.1 Any loss, destruction or damage to property of the Company or any third party, or injury to persons, including, but not limited to, employees or invitees of either the Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or
 - 2.2.2.2 Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer.

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- 2.2.3 The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The connection, operation, testing, or maintenance of such equipment shall be such as not to cause damage to the Company-provided equipment and facilities or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.
- 2.2.4 The Company's services (as detailed in this tariff) may be connected to the services or facilities or other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs or contracts which are applicable to such connections.
- 2.2.5 Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in this tariff for the installation, operation, and maintenance of Customer-provided facilities and equipment that is connected to Company-owned facilities and equipment.

2.3 Liability of the Company

- 2.3.1 Because certain errors incident to the services and to the use of Company facilities are unavoidable, services and facilities are furnished by the Company subject to the terms, conditions and limitations herein specified.

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2.3.2 Service Irregularities

2.3.2.1 The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission, or failures or defects in facilities furnished by the Company, occurring in the course of furnishing service or other facilities and not caused by the negligence of the Customer, shall in no event exceed an amount equivalent to the proportionate monthly recurring charge to the Customer for the service or facilities affected during the period such mistake, omission, interruption, delay, error or defect in transmission, or failure or defect in facilities continues after notice and demand to Company.

2.3.2.2 The Company shall not be liable for any act or omission of any connecting carrier, underlying carrier or local exchange company except where the Company contracts with such other carrier, in which event the Company shall be liable only to the extent that the Company is able to recover from the other carrier. The Company shall not be liable for acts or omission of any other providers of connections, facilities, or service; or for culpable conduct of the Customer or failure of equipment, facilities or connections provided by the Customer.

2.3.3 Claims of Misuse of Service

2.3.3.1 The Customer shall indemnify, defend and hold harmless the Company and its employees, agents and managers from and against the following: (i) claims for libel, slander, fraudulent or misleading advertisements or infringement of copyright arising directly or indirectly from material transmitted over its facilities or the use thereof; (ii) claims for infringement of patents arising from combining or using apparatus and systems of the Customer with facilities of the Company; and (iii) all other claims arising out of any act or omission of the Customer in connection with the services and facilities provided by the Company.

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2.3.4 Defacement of Premises

2.3.4.1 The Company is not liable for any defacement of, or damage to, the Customer's premises resulting from the furnishing of service or the attachment of equipment and facilities furnished by the Company on such premises or by the installation or removal thereof, when such defacement or damage is not the result of negligence of the Company. For the purpose of this paragraph, no agents or employees of other participating carriers shall be deemed to be agents or employees of the Company except where contracted by the Company.

2.3.5 Facilities and Equipment in Hazardous or Environmentally Sensitive or Inaccessible Locations

2.3.5.1 The Company does not guarantee nor make any warranty with respect to installations provided by it for use in a hazardous or environmentally sensitive location or atmosphere. Customer shall indemnify, defend and hold harmless the Company and its employees, agents and managers from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the service in a hazardous or environmentally sensitive area and not due to the gross negligence or willful misconduct of the Company.

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2.3.6 Service at Outdoor Locations

- 2.3.6.1 The Company reserves the right to refuse to provide, maintain or restore service at outdoor locations unless the Customer agrees in writing to indemnify and save the Company harmless from and against any and all loss or damage that may result to equipment and facilities furnished by the Company at such locations. The Customer shall indemnify and save the Company, its employees, agents and managers harmless from and against injury to or death of any person or damage to tangible property which may result from the location and use of such equipment and facilities.

2.3.7 Warranties

OTHER THAN WARRANTIES EXPRESSLY SET FORTH IN THIS TARIFF, THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, AND THE COMPANY DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE.

2.3.8 Limitation of Liability

- 2.3.8.1 The Company's liability for any failure or defect or interruption in service is limited to credits against monthly recurring charges as specifically set forth in Service Orders or other agreements executed by Customer and the Company. In the absence of a different agreement executed in writing, such credits shall be equal to the proportionate amount of monthly recurring charges for the fraction of the month during which the applicable service was unavailable and such unavailability was not due to Force majeure as defined at paragraph 2.3.8.3 below, or to failure of Customer's equipment or failure of Customer to allow Company access to its service locations.

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- 2.3.8.2 In no event shall the Company be liable for direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, loss of revenues or profit, loss of goodwill, loss of use of any property, cost of substitute performance, equipment or services, downtime costs or any claim for damages, even if advised of the possibility of such damages.
- 2.3.8.3 The Company shall not be liable to the Customer or any other person, firm or entity for any failure of performance hereunder if such failure is due to any cause or causes beyond the reasonable control of the Company. Such causes shall be events of Force Majeure and include, without limitation, acts of God, fire, explosion, vandalism, cable cut, storm, power failure, or other similar occurrences, any law, order, regulation, direction, action or request of the United States government or of any other government (including state and local governments or of any department agency, board, court, bureau, corporation or other instrumentality of any one or more said governments) or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays.

If the Company's failure of performance by reason of Force Majeure specified above shall be for thirty (30) days or less, then the service shall remain in effect, but an appropriate percentage of charges shall be abated and/or credited in the discretion and determination of the Company; if for more than thirty (30) days, then the service may be canceled by either party without liability.

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2.4 Customer Liability for Unauthorized Use of the Network

Unauthorized use of the network occurs when a person or entity that does not have actual, apparent, or implied authority to use the network, obtains the Company's services provided under this tariff.

2.4.1 Customer Liability for Fraud and Unauthorized Use of the Network

2.4.1.1 Except as provided elsewhere in this tariff, the Customer is responsible for payment of all charges for services provided under this tariff furnished to the Customer. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by the Company, users, other third parties, the Customer's employees or the public.

2.4.1.2 The Customer is liable for all costs incurred as a result of unauthorized use of the network, including service charges and any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive charges.

2.4.1.3 The Customer is responsible for payment of any charges related to the suspension and/or termination of service, and any charges for reconnection of service, incurred as a result of unauthorized use of the network.

2.4.1.4 The following activities constitute fraudulent use:

2.4.1.4.A Using or attempting to use the network without payment or with the intent to avoid payment for the service;

2.4.1.4.B Using or attempting to use the network in a manner to violate the law.

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2.5 Application for Service

2.5.1 Minimum Contract Period

2.5.1.1 Except as otherwise provided, the minimum contract period is one year for all services furnished.

2.5.1.2 The Company may require a minimum contract period longer than one year in connection with special arrangements or construction necessary to meet service demands.

2.5.2 Cancellation of Service

2.5.2.1 Customer may not cancel a Service Order unless the Company fails to install the service within ninety (90) days after the installation date set forth on the Service Order; provided that Customer may not cancel the Service Order if such delay is the result of action or inaction of the Customer or Force Majeure.

2.5.2.1 If Customer cancels a Service Order and such termination is not pursuant to paragraph 2.5.2.1, then Customer is responsible for payment of all non-recurring charges and monthly recurring charges that would be due during the term of the Service Order.

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2.6 Payment for Service

- 2.6.1 Service will be billed directly by the Company on a monthly basis and is due and payable upon receipt or as specified on the Customer's bill. Service will continue to be provided until canceled by the Customer or discontinued by the Company as set forth in Section 2.15 of this tariff or individually negotiated agreement.
- 2.6.2 The Customer is responsible for payment of all charges for service furnished to the Customer. The Company will invoice Customer for any NRC associated with the Service upon or after execution of the applicable Service Order. The MRC associated with the Service will be billed and shall be payable in advance, except Customer usage-based charges (if any) associated with the Service which will be billed in arrears. A MRC charge for a partial month will be pro-rated. Customer shall be responsible for payment of the MRC for the entire Service Term specified in the applicable Service Order.
- 2.6.3 The Company reserves the right to require from an applicant for service advance payments of recurring charges and non-recurring charge(s). The advance payment will not exceed an amount equal to the non-recurring charge(s) and three months' charges for the service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction. The advance payment will be applied to any indebtedness for the service and facilities for which the advance payment is made on the Customer's initial bills.

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2.7 Customer Deposits

- 2.7.1 The Company may require an applicant or a Customer to make a cash deposit to be held by the Company as a guarantee of the payment of charges for service. Deposits are requested when evaluation of credit information supplied by the Customer establishes that the Customer is a credit risk or in the case of unknown credit risk. Risk is evidenced by such occurrences as the Customer's service being interrupted for nonpayment, by tendering to the Company negotiable instruments that become dishonored, by establishing a record of delinquency in the payment for services rendered, either currently or previously, by applying for service with no demonstrable source of income, or by applying for service, having not discharged by agreement or payment any prior indebtedness for service. In the case of new business customers, the decision to require a deposit is based on the applicant's prior payment record for service. Established customers are required to post a deposit as a condition of continuing service, or reestablishing service which has been interrupted for nonpayment, where the Customer's payment or usage record indicate a substantial risk of revenue loss.
- 2.7.2 The amount of deposit generally shall not exceed the amount of charges for service which it is estimated will accrue for a period of three months; however, after service has been established and experience demonstrates that the amount of the outstanding deposit is not adequate, the Company may require an increase of the deposit.
- 2.7.3 Deposits will be credited to Customer's account if a reliable payment pattern of timely payment has developed. A reliable payment pattern is indicated by the absence of collection problems, such as overdue notices or interruption for nonpayment, for a period of twelve months. When the service is terminated, any balance of the deposit remaining after deduction of all sums due the Company will be returned to the Customer. If (and only if) required by Commission rules the return of the deposit will include simple interest for the period during which the deposit is held by the Company.

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2.7.4 Upon request of a deposit, the Company representative will provide detailed information concerning the Company's deposit policy, including a complete description of the Customer's rights and the Customer's right to contact the Commission in the event of a disagreement.

2.7.5 The fact that a deposit is held by the Company shall in no way relieve the applicant or Customer from compliance with the Company's requirements as to advance payments and payment for service, nor constitute a waiver or modification of the regulations pertaining to the discontinuance of service for nonpayment of any sums due the Company for the service rendered.

2.8 Late Payment Charges

2.8.1 The undisputed portions of the bill must be paid by the payment due date to avoid assessment of a late payment charge on the undisputed amount as provided in this tariff. If Customer disputes all or any part of a bill, the Customer must notify the Company in writing within ninety (90) days of Customer's receipt of the bill pursuant to paragraph 2.11.1 below.

2.8.2 If any billed amount is not paid when due (generally within 30 days after invoice date), Customer shall pay the past due amount (including any disputed amount denied by the Company pursuant to paragraph 2.11.2), in addition to a late payment charge equal to the past due amount multiplied by a late factor. The late factor shall be the lesser of a rate of 1.5 percent (1.5%) per month, compounded monthly (or, if lower, the maximum rate allowed by law). Further, Company shall be entitled to recover from Customer all collection costs, including attorney fees.

2.9 Back Billing

The Company shall be entitled to revise bills previously rendered to adjust for previously rendered unbilled service, or adjust upward a bill previously rendered, for a period of two years after the service was rendered.

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2.10 Overcharge/Undercharge

2.10.1 When a Customer has been overcharged, the amount shall be refunded or credited to the Customer.

2.10.2 When a Customer has been undercharged, the amount shall be billed to the Customer.

2.11 Customer Complaints and Billing Disputes

2.11.1 Customers must notify the Company of billing or other disputes in writing within sixty (60) days of the receipt of the invoice and shall provide detailed information regarding any such disputed amounts. Any amounts disputed in good faith shall not be due and payable until such dispute is resolved as provided herein. All billed amounts not disputed in good faith and in writing by Customer within such sixty (60) days may not be disputed by Customer. All undisputed amounts are due and payable by the due date. The Company's Customer Service representatives may be contacted at:

6352 Thorncrest Drive
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614 407-7755
Attn: Accounts Receivable Department

2.11.2 The Company shall respond to billing disputes submitted to it pursuant to paragraph 2.11.1 within sixty (60) days after the Company's receipt of the same. If the Company denies the dispute then the Customer shall pay the disputed amount but may appeal the decision to the Commission.

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- 2.11.3 If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Company will inform the Customer of his or her right to file a complaint with the Commission in accordance with the Commission's rules of procedure. Customer complaints and billing disputes that are not satisfactorily resolved may be presented by the Customer to:

Public Utilities Commission of Ohio
180 East Broad Street
Columbus, OH 43215
800 686-7826

2.12 Taxes and Fees

- 2.12.1 All state and local taxes and fees shall be listed as separate line items on the Customer's bill.
- 2.12.2 If a municipality, other political subdivision or local agency of government, or the Commission imposes and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, as allowed by law, be billed pro rata to the Customer receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.
- 2.12.3 Service shall not be subject to taxes for a given taxing jurisdiction if the Customer provides the Company with written verification, acceptable to the Company and to the relevant taxing jurisdiction, that the Customer has been granted a tax exemption.

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2.13 Dishonored Check Charge

A Dishonored Check Charge applies when any negotiable instrument presented for payment for service or deposit becomes dishonored, and is returned to the Company from the bank.

The Dishonored Check Charge is \$50 per instrument, per return. This charge is in addition to late payment charges.

2.14 Special Customer Arrangements

In cases where a Customer requests special or unique arrangements which may include but are not limited to engineering, conditioning, installation, construction, facilities, assembly, purchase or lease of facilities and/or other special services not offered under this tariff, the Company, may provide the requested services. Appropriate recurring charges and/or non- recurring charges and other terms and conditions will be developed for the Customer for the provisioning of such arrangements.

2.15 Termination or Denial of Service:

2.15.1 The Company may decline to provide Service, or may terminate an existing Service, in the following cases:

2.15.1.1 Late Payment or Nonpayment. If Customer fails to pay any charge when due, or is late in payment for more than three months in any twelve month period.

2.15.1.2 Hazardous Condition. For a condition on the Customer's premises determined by the Company to be hazardous.

2.15.1.3 Adverse Effect on Service. Customer's use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others.

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- 2.15.1.4 Tampering With Company Property. Customer's tampering with equipment furnished and owned by the Company.
 - 2.15.1.5 Unauthorized Use of Service. Customer's unauthorized use of service by any method which causes hazardous signals over the Company's network.
 - 2.15.1.6 Illegal use of Service. Customer's use of service or equipment in a manner that violates the law.
 - 2.15.1.7 Non-compliance with Regulations. For violation of or non-compliance with the Commission's rules or the Company's tariffs on file with the Commission.
 - 2.15.1.8 Failure on Contractual Obligations. For failure of the Customer to fulfill its contractual obligations for service or facilities subject to regulation by the Commission.
 - 2.15.1.9 Refusal of Access. For failure of the Customer to permit the Company to have reasonable access to its equipment at a Customer location.
 - 2.15.1.10 Failure to Comply with Service Conditions. For failure of the Customer to furnish the service equipment, permits, certificates, or rights-of-way, specified by the Company as a condition to obtaining service, or if the equipment or permissions are withdrawn or terminated.
 - 2.15.1.11 If service is disconnected or suspended by the Company and later re- installed or restored, re-installation or restoration of service will be subject to all applicable installation charges.

2.16 Unlawful Use of Service

Service shall not be used for any purpose in violation of law or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents, and permits.

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2.17 Interference with or Impairment of Service

Service shall not be used in any manner that interferes with other persons in the use of their service, prevents other persons from using their service, or otherwise impairs the quality of service to other Customers. The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others or impairing the service of others.

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3.1 Rates Generally: Individual Case Basis (ICB)

Rates and charges, including minimum usage, installation, special construction and recurring charges, for the Company's services are established at negotiated rates on an individual case basis (ICB), which may vary depending upon certain factors, including without limitation, the nature of the facilities and services, the costs of construction and operation, the volume of traffic, the length of service commitment by the Customer, and location. The terms of such arrangements shall be set forth in individual customer contracts and Service Orders. Unless otherwise specified, the terms, conditions, obligations, and regulations set forth in this tariff shall be incorporated into and become a part of, said contract, and shall be binding on the Company and Customer. The Company may or may not have an equivalent service in its tariff on file with the Commission and the quoted ICB rates may be different than the tariffed rates. Customers who are similarly situated may have non-discriminatory access to requesting the Company's services under an ICB rate. In the event of a conflict between this tariff and a contract and/or Service Order executed by the Customer and the Company, the contract and Service Order shall govern.

3.2 Calculation of Rates

- 3.2.1 To the extent that mileage is a rate element associated with a particular service, the rates for the mileage element are based on airline mileage between rate centers of the calling and called stations. The location of rate centers is based on information provided by the incumbent local exchange carrier. Mileage is calculated using the Vertical and Horizontal (V&H) coordinate system from the National Exchange Carriers Association Tariff F.C.C. No. 4.
- 3.2.2 When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis.

3.3 Trial Services

The Company may offer new services, not otherwise tariffed, from time to time on a trial basis subject to Commission approval where required. Such trials are limited to a predetermined period of time specified by the Company. At the Company's option, and if permitted by Commission rules, a letter outlining the trial service may be filed with the Commission in lieu of tariff language.

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4. Description of Services

4.1 Wavelength Service

4.1.1 Service Description

4.1.1.1 General

Wavelength Service uses Wave Division Multiplexing (WDM) technology and involves unique optical signals that are multiplexed and transmitted over a single fiber. At the receiver end, the composite signal is de-multiplexed and the individual unique signals are recovered. Wavelength Service can be delivered as protected or unprotected based on the end user requirements. Wavelength Service includes, without limitation, the following service types:

Point-to-Point:

Wavelength Service is delivered between two endpoints over Company's WDM network using a variety of protocols (Ethernet, Fiber Channel, or hybrid Fiber/Wireless), in bandwidths ranging from 1Gbps to 100Gbps.

Managed Private Optical Network (MPON):

Managed Private Optical Networks are delivered between two or more endpoints using private fiber and private equipment, in bandwidths ranging from 1Gbps to 100Gbps.

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4.1.1.2 Terms and Conditions

- 4.1.1.2.A Wavelength Service is available for a term period of 1, 2, 3, 4 or 5 years typically. The minimum service period for Wavelength Service is one year.
- 4.1.1.2.B Upon the mutual agreement between the Company and the Customer, at the expiration of the term plan, the service will be converted to month-to-month billing and rated at the then prevailing rates for month-to-month service. The Customer will also have the option of subscribing to any then effective term plan billing in lieu of service being provided as month- to-month billing.
- 4.1.1.2.C The installation of Wavelength Service is based on a negotiated interval.
- 4.1.1.2.D Any additional charges levied to the Company for space and power which are required in order to place equipment on the Company's side of the network interface will be the responsibility of the Customer.
- 4.1.1.2.E The Customer is responsible to specify in its Service Order what service configuration is to be contained in each service connection.
- 4.1.1.2.F Outage Credits for Wavelength Service will be issued in accordance with Section 2.12 preceding.
- 4.1.1.2.G A change in location or capacity will be treated as a discontinuance of the existing service and an installation of a new service. All associated non-recurring charges will apply for the new service. A new minimum period will be established for the new service. The Customer will also be responsible for all outstanding minimum service period obligations associated with the disconnected service.

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4.1.1.3 Rates and Charges

4.1.1.3.1 Non-Recurring Charges ("NRC")

Description of Services	1YrTerm	3YrTerm	5YrTerm
Per Point Node EPL Install	\$500	\$0	\$0
Bundled Internet Access EVC 20Mbps	\$500	\$0	\$0

4.1.1.3.2 Monthly Recurring Charges ("MRC")

Description of Services	1YrTerm	3YrTerm	5YrTerm
Per Point Node EPL 100Mbps	ICB	ICB	ICB
Per Point Node EPL 1Gbps	ICB	ICB	ICB
Per Point Node EPL 10Gbps	ICB	ICB	ICB
Per Point Node EPL 40Gbps	ICB	ICB	ICB
Per Point Node EPL 100Gbps	ICB	ICB	ICB
Per POP Node EPL 100Mbps	ICB	ICB	ICB
Per POP Node EPL 1Gbps	ICB	ICB	ICB
Per POP Node EPL 10Gbps	ICB	ICB	ICB
Per POP Node EPL 40Gbps	ICB	ICB	ICB
Per POP Node EPL 100Gbps	ICB	ICB	ICB

4.1.1.3.3 Additional Charges

Additional charges will apply to serve locations that include Off-Net, require construction or lack adequate capacity to fulfill the request. Those specific charges will be quoted on a Customer specific basis.

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