

**The Public Utilities Commission of Ohio**  
**TELECOMMUNICATIONS APPLICATION FORM for ROUTINE PROCEEDINGS**  
(Effective: 01/18/2008)

In the Matter of the Application of Cbeyond  
Communications LLC for Authority to Provide  
Local Exchange Telecommunications Services.

TRF Docket No. 90-\_\_\_\_\_

Case No. 08 - 623 - **TP** - ACE

NOTE: Unless you have reserved a Case # or are filing a Contract, leave the "Case No" fields BLANK.

Name of Registrant(s) Cbeyond Communications LLC

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

Address of Registrant(s) 320 Interstate North Parkway, Atlanta, Georgia 30339

Company Web Address www.cbeyond.com

Regulatory Contact Person(s) William Weber

Phone (678) 370-2327

Fax (678) 424-2500

Regulatory Contact Person's Email Address william.weber@cbeyond.net

Contact Person for Annual Report Greg Darnell

Phone (678) 370-2467

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

Consumer Contact Information Jayna Bell

Phone 1-866-424-2400

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

Motion for protective order included with filing? ☐ Yes ☒ No

Motion for waiver(s) filed affecting this case? ☐ Yes ☒ No [Note: Waivers may toll any automatic timeframe.]

**Section I – Pursuant to Chapter 4901:11-6 OAC – Part I – Please indicate the Carrier Type and the reason for submitting this form by checking the boxes below. CMRS providers: Please see the bottom of Section II.**

NOTES: (1) For requirements for various applications, see the identified section of Ohio Administrative Code Section 4901 and/or the supplemental application form noted.

(2) Information regarding the number of copies required by the Commission may be obtained from the Commission's web site at [www.puco.ohio.gov](http://www.puco.ohio.gov) under the docketing information system section, by calling the docketing division at 614-466-4095, or by visiting the docketing division at the offices of the Commission.

| Carrier Type <input type="checkbox"/> Other (explain below)                 | <input type="checkbox"/> ILEC                            | <input checked="" type="checkbox"/> CLEC                 | <input type="checkbox"/> CTS                             | <input type="checkbox"/> AOS/IOS |
|---|--|--|--|----------------------------------|
| <b>Tier 1 Regulatory Treatment</b>  |  |  |  |                                  |
| Change Rates within approved Range  | <input type="checkbox"/> TRF 1-6-04(B)<br>(0 day Notice) | <input type="checkbox"/> TRF 1-6-04(B)<br>(0 day Notice) |  |                                  |
| New Service, expanded local calling area, correction of textual error       | <input type="checkbox"/> ZTA 1-6-04(B)<br>(0 day Notice) | <input type="checkbox"/> ZTA 1-6-04(B)<br>(0 day Notice) |  |                                  |
| Change Terms and Conditions, Introduce non-recurring service charges        | <input type="checkbox"/> ATA 1-6-04(B)<br>(Auto 30 days) | <input type="checkbox"/> ATA 1-6-04(B)<br>(Auto 30 days) |  |                                  |
| Introduce or Increase Late Payment or Returned Check Charge                 | <input type="checkbox"/> ATA 1-6-04(B)<br>(Auto 30 days) | <input type="checkbox"/> ATA 1-6-04(B)<br>(Auto 30 days) |  |                                  |
| Business Contract   | <input type="checkbox"/> CTR 1-6-17<br>(0 day Notice)    | <input type="checkbox"/> CTR 1-6-17<br>(0 day Notice)    |  |                                  |
| Withdrawal  | <input type="checkbox"/> ATW 1-6-12(A)<br>(Non-Auto)     | <input type="checkbox"/> ATW 1-6-12(A)<br>(Auto 30 days) |  |                                  |
| Raise the Ceiling of a Rate   | Not Applicable   | <input type="checkbox"/> SLF 1-6-04(B)<br>(Auto 30 days) |  |                                  |
| <b>Tier 2 Regulatory Treatment</b>  |  |  |  |                                  |
| Residential - Introduce non-recurring service charges                       | <input type="checkbox"/> TRF 1-6-05(E)<br>(0 day Notice) | <input type="checkbox"/> TRF 1-6-05(E)<br>(0 day Notice) |  |                                  |
| Residential - Introduce New Tariffed Tier 2 Service(s)                      | <input type="checkbox"/> TRF 1-6-05(C)<br>(0 day Notice) | <input type="checkbox"/> TRF 1-6-05(C)<br>(0 day Notice) | <input type="checkbox"/> TRF 1-6-05(C)<br>(0 day Notice) |                                  |
| Residential - Change Rates, Terms and Conditions, Promotions, or Withdrawal | <input type="checkbox"/> TRF 1-6-05(E)<br>(0 day Notice) | <input type="checkbox"/> TRF 1-6-05(E)<br>(0 day Notice) | <input type="checkbox"/> TRF 1-6-05(E)<br>(0 day Notice) |                                  |
| Residential - Tier 2 Service Contracts                                      | <input type="checkbox"/> CTR 1-6-17<br>(0 day Notice)    | <input type="checkbox"/> CTR 1-6-17<br>(0 day Notice)    | <input type="checkbox"/> CTR 1-6-17<br>(0 day Notice)    |                                  |
| Commercial (Business) Contracts   | Not Filed  | Not Filed  | Not Filed  |                                  |
| Business Services (see "Other" below)                                       | Detariffed   | Detariffed   | Detariffed   |                                  |
| Residential & Business Toll Services (see "Other" below)                    | Detariffed   | Detariffed   | Detariffed   |                                  |

## Section I – Part II – Certificate Status and Procedural

| Certificate Status   | ILEC  | CLEC  | CTS   | AOS/IOS   |
|--|---|---|---|---|
| Certification (See Supplemental ACE form)                                    |   | <input checked="" type="checkbox"/> ACE <u>1-6-10</u><br>(Auto 30 days) | <input type="checkbox"/> ACE <u>1-6-10</u><br>(Auto 30 days)    | <input type="checkbox"/> ACE <u>1-6-10</u><br>(Auto 30 days)    |
| Add Exchanges to Certificate   | <input type="checkbox"/> ATA <u>1-6-09(C)</u><br>(Auto 30 days) | <input type="checkbox"/> AAC <u>1-6-10(F)</u><br>(0 day Notice)         | CLECs must attach a current CLEC Exchange Listing Form          |   |
| Abandon all Services - With Customers  | <input type="checkbox"/> ABN <u>1-6-11(A)</u><br>(Non-Auto)     | <input type="checkbox"/> ABN <u>1-6-11(A)</u><br>(Auto 90 day)          | <input type="checkbox"/> ABN <u>1-6-11(B)</u><br>(Auto 14 day)  | <input type="checkbox"/> ABN <u>1-6-11(B)</u><br>(Auto 14 day)  |
| Abandon all Services - Without Customers                                     |   | <input type="checkbox"/> ABN <u>1-6-11(A)</u><br>(Auto 30 days)         | <input type="checkbox"/> ABN <u>1-6-11(B)</u><br>(Auto 14 day)  | <input type="checkbox"/> ABN <u>1-6-11(B)</u><br>(Auto 14 day)  |
| Change of Official Name (See below)  | <input type="checkbox"/> ACN <u>1-6-14(B)</u><br>(Auto 30 days) | <input type="checkbox"/> ACN <u>1-6-14(B)</u><br>(Auto 30 days)         | <input type="checkbox"/> CIO <u>1-6-14(A)</u><br>(0 day Notice) | <input type="checkbox"/> CIO <u>1-6-14(A)</u><br>(0 day Notice) |
| Change in Ownership (See below)  | <input type="checkbox"/> ACO <u>1-6-14(B)</u><br>(Auto 30 days) | <input type="checkbox"/> ACO <u>1-6-14(B)</u><br>(Auto 30 days)         | <input type="checkbox"/> CIO <u>1-6-14(A)</u><br>(0 day Notice) | <input type="checkbox"/> CIO <u>1-6-14(A)</u><br>(0 day Notice) |
| Merger (See below)   | <input type="checkbox"/> AMT <u>1-6-14(B)</u><br>(Auto 30 days) | <input type="checkbox"/> AMT <u>1-6-14(B)</u><br>(Auto 30 days)         | <input type="checkbox"/> CIO <u>1-6-14(A)</u><br>(0 day Notice) | <input type="checkbox"/> CIO <u>1-6-14(A)</u><br>(0 day Notice) |
| Transfer a Certificate (See below)   | <input type="checkbox"/> ATC <u>1-6-14(B)</u><br>(Auto 30 days) | <input type="checkbox"/> ATC <u>1-6-14(B)</u><br>(Auto 30 days)         | <input type="checkbox"/> CIO <u>1-6-14(A)</u><br>(0 day Notice) | <input type="checkbox"/> CIO <u>1-6-14(A)</u><br>(0 day Notice) |
| Transaction for transfer or lease of property, plant or business (See below) | <input type="checkbox"/> ATR <u>1-6-14(B)</u><br>(Auto 30 days) | <input type="checkbox"/> ATR <u>1-6-14(B)</u><br>(Auto 30 days)         | <input type="checkbox"/> CIO <u>1-6-14(A)</u><br>(0 day Notice) | <input type="checkbox"/> CIO <u>1-6-14(A)</u><br>(0 day Notice) |
| <b>Procedural</b>  |   |   |   |   |
| Designation of Process Agent(s)  | <input type="checkbox"/> TRF<br>(0 day Notice)                  | <input type="checkbox"/> TRF<br>(0 day Notice)                          | <input type="checkbox"/> TRF<br>(0 day Notice)                  | <input type="checkbox"/> TRF<br>(0 day Notice)                  |

## Section II – Carrier to Carrier (Pursuant to 4901:1-7), CMRS and Other

| Carrier to Carrier  | ILEC   | CLEC  |  |  |
|---|--|---|--|--|
| Interconnection agreement, or amendment to an approved agreement          | <input type="checkbox"/> NAG <u>1-7-07</u><br>(Auto 90 day)                      | <input type="checkbox"/> NAG <u>1-7-07</u><br>(Auto 90 day)               |  |  |
| Request for Arbitration   | <input type="checkbox"/> ARB <u>1-7-09</u><br>(Non-Auto)                         | <input type="checkbox"/> ARB <u>1-7-09</u><br>(Non-Auto)                  |  |  |
| Introduce or change c-t-c service tariffs,                                | <input type="checkbox"/> ATA <u>1-7-14</u><br>(Auto 30 day)                      | <input type="checkbox"/> ATA <u>1-7-14</u><br>(Auto 30 day)               |  |  |
| Introduce or change access service pursuant to 07-464-TP-COI              | <input type="checkbox"/> ATA<br>(Auto 30 day)                                    |   |  |  |
| Request rural carrier exemption, rural carrier suspension or modification | <input type="checkbox"/> UNC <u>1-7-04</u> or <u>1-7-05</u><br>(Non-Auto)        | <input type="checkbox"/> UNC <u>1-7-04</u> or <u>1-7-05</u><br>(Non-Auto) |  |  |
| Pole attachment changes in terms and conditions and price changes.        | <input type="checkbox"/> UNC <u>1-7-23(B)</u><br>(Non-Auto)                      | <input type="checkbox"/> UNC <u>1-7-05</u><br>(Non-Auto)                  |  |  |
| <b>CMRS Providers</b> See <u>4901:1-6-15</u>                              | <input type="checkbox"/> RCC<br>[Registration & Change in Operations]<br>(0 day) |   | <input type="checkbox"/> NAG<br>[Interconnection Agreement or Amendment]<br>(Auto 90 days) |  |
| <b>Other*</b> (explain) _____   |  |   |  |  |

\*NOTE: During the interim period between the effective date of the rules and an Applicant's Detariffing Filing, changes to existing business Tier 2 and all toll services, including the addition of new business Tier 2 and all new toll services, will be processed as 0-day TRF filings, and briefly described in the "Other" section above.

All Section I and II applications that result in a change to one or more tariff pages require, at a minimum, the following exhibits. Other exhibits may be required under the applicable rule(s). ACN, ACO, AMT, ATC, ATR and CIO applications see the 4901:1-6-14 Filing Requirements on the Commission's Web Page for a complete list of exhibits.

| Exhibit | Description:  |
|---------|---|
| A       | The tariff pages subject to the proposed change(s) as they exist before the change(s)   |
| B       | The Tariff pages subject to the proposed change(s), reflecting the change, with the change(s) marked in the right margin.             |
| C       | A short description of the nature of the change(s), the intent of the change(s), and the customers affected.                          |
| D       | A copy of the notice provided to customers, along with an affidavit that the notice was provided according to the applicable rule(s). |

### Section III. – Attestation

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

#### AFFIDAVIT

##### *Compliance with Commission Rules and Service Standards*

I am an officer/agent of the applicant corporation, William Weber, and am authorized to make this statement on its behalf.  
(Name)

I attest that these tariffs comply with all applicable rules, including the Minimum Telephone Service Standards (MTSS) Pursuant to Chapter 4901:1-5 OAC for the state of Ohio. I understand that tariff notification filings do not imply Commission approval and that the Commission's rules, including the Minimum Telephone Service Standards, as modified and clarified from time to time, supersede any contradictory provisions in our tariff. We will fully comply with the rules of the state of Ohio and understand that noncompliance can result in various penalties, including the suspension of our certificate to operate within the state of Ohio.

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

Executed on (Date) May 19, 2008 at (Location) Atlanta, Georgia

  
William Weber, Chief Administrative Officer

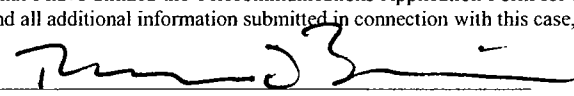
May 19, 2008

- This affidavit is required for every tariff-affecting filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.

#### VERIFICATION

I, Thomas J. O'Brien

verify that I have utilized the Telecommunications Application Form for Routine Proceedings provided by the Commission and that all of the information submitted here, and all additional information submitted in connection with this case, is true and correct to the best of my knowledge.

  
Thomas J. O'Brien, Outside Legal Counsel

May 23<sup>rd</sup>, 2008

\*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 Application Form, including all required attachments as well as the required number of copies, to:**

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

**Or**

**Make such filing electronically as directed in Case No 06-900-AU-WVR**

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

(Effective: 09/19/2007)

(Pursuant to Case Nos. 06-1344-TP-ORD and 06-1345-TP-ORD)

NOTE: This SUPPLEMENTAL form must be used WITH the  
TELECOMMUNICATIONS APPLICATION FORM for ROUTINE PROCEEDINGS.

In the Matter of the Application of Cbeyond  
Communications, LLC to Provide CLEC Services in the  
State of Ohio

Case No. **08 - 623 -TP - ACE**

Name of Registrant(s) Cbeyond Communications, LLC  
DBA(s) of Registrant(s) None  
Address of Registrant(s) 320 Interstate North Parkway, Atlanta Georgia 30339

Motion for protective order included with filing? ☐ Yes ☒ No

Motion for waiver(s) filed affecting this case? ☐ Yes ☒ No [Note: waiver(s) tolls any automatic timeframe]

**List of Required Exhibits**

**Tariffs: (Include all that apply)**

☐ Interexchange Tariff<sup>1</sup>

☒ Local Tariff<sup>1</sup> **See Exhibit 1**

☒ Carrier-to-Carrier (Access) Tariff  
**See Exhibit 2**

**Description of Services**

☐ Service provisioned via Resale

☒ Description of Proposed Services  
**See Exhibit 3**

☒ Explanation of how the proposed  
services in the proposed market  
area are in the public interest.  
**See Exhibit 5**

NOTE: All Facilities-Based carriers must file an Access Tariff

☒ Service provisioned via Facilities

☐ Statement about the provision of  
CTS services

☒ Description of the class of customers (e.g., residence, business) that the  
applicant intends to serve **See Exhibit 6**

☒ Both Resold and Facilities-based

☒ Description of the proposed  
market area **See Exhibit 4**

**Business Requirements**

**Evidence of Registration with:**

☒ Ohio Department of Taxation **See**  
**Exhibit 7**

☒ Ohio Secretary of State<sup>2</sup> &  
Certificate of Good Standing **See**  
**Exhibit 8**

**Documentation attesting to the applicant's financial viability, including the following:**

☒ An executive Summary describing the applicant's current financial condition, liquidity, and capital resources. Describe internally generated sources of cash and external funds available to support the applicant's operations that are the subject of this certification application. **See Exhibit 9**

☒ Copy of financial statements (actual and pro forma income statement and a balance sheet). Indicate if financial statements are based on a certain geographical area(s) or information in other jurisdictions **See Exhibit 10**

☒ Documentation to support the applicant's cash and funding sources. **See Exhibit 11**

**Documentation attesting to the applicant's managerial ability and corporate structure, including the following:**

☒ Documentation attesting to the applicant's technical and managerial expertise relative to the proposed service offering(s) and proposed service area **See Exhibit 12**

☒ List of names, addresses, and phone numbers of officers and directors, or partners. **See Exhibit 13**

☒ Documentation indicating the applicant's corporate structure and ownership **See Exhibit 14**

<sup>1</sup> Detariffed services are regulated but not required to be filed in a tariff. For purposes of Certification, all detariffed services offered must be provided as an exhibit.

<sup>2</sup> Certification from Ohio Secretary of State (domestic or foreign corporation, authorized use of fictitious name, etc.), and Certificate of Good Standing is required.

- ☒ Information regarding any similar operations in other states. **See Exhibit 15**

If this company has been previously certified in the State of Ohio, include that certification number \_\_\_\_\_

- ☒ Verification that the applicant will maintain local telephony records separate and apart from any other accounting records in accordance with the GAAP. **See Exhibit 16**
- ☒ Verification of compliance with any affiliate transaction requirements. **See Exhibit 17**

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

- ☒ Explanation as to whether rates are derived through (check all applicable):
- ☒ interconnection agreement ☒ retail tariffs ☐ resale tariffs
- ☒ Explanation as to which service areas company currently has an approved interconnection or resale agreement. **See Exhibit 18**
- ☒ A notarized affidavit accompanied by bona fide letters requesting negotiation pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 and a proposed timeline for construction, interconnection, and offering of services to end users. **See Exhibit 19**

**Documentation attesting to the applicant's proposed interactions with Customers**

- ☒ Explanation of whether applicant intends to provide Local Services which require payment in advance of Customer receiving dial tone. **See Exhibit 20**
- ☒ Tariff sheet(s) listing the services and associated charges that must be paid prior to customer receiving dial tone (if applicable). **See Exhibit 21**
- ☒ A sample copy of the customer bill and disconnection notice the applicant plans to utilize. **See Exhibit 22**
- ☒ Provide a copy of any customer application form required in order to establish residential service, if applicable. **See Exhibit 23**
- ☒ For CLECs, List of Ohio ILEC Exchanges the applicant intends to serve  
(Use spreadsheet from: [http://www.puc.state.oh.us/puco/forms/form.cfm?doc\\_id=357](http://www.puc.state.oh.us/puco/forms/form.cfm?doc_id=357)) **See Exhibit 24**
- ☒ If Mirroring the entire ILEC exchanges for both serving area and local calling areas, tariffs may incorporate by reference. If not mirroring the entire ILEC serving and/or local calling areas, the CLEC shall specifically define their service and local calling areas in the tariff.

**Affidavit**

I am an authorized representative of the applicant corporation William Weber  
(Name)

and I am authorized to make this statement on its behalf. I attest that I have utilized the Telecommunications Supplemental Application Form for Carrier Certification provided by the Commission, and that all of the information submitted here, and all additional information submitted in connection with this case, is true and correct.

Executed on May 19, 2008

at Atlanta, Georgia

William Weber, Chief Administrative Officer

5/19/2008  
(Date)

**EXHIBIT 1**  
**Proposed Tariff**

See attached

CBeyond COMMUNICATIONS, LLC

Regulations and Schedule of Intrastate Charges  
Applying to Local End-User Telecommunications Service  
Within the State of Ohio

LOCAL SERVICES TARIFF

2516190v1  
Issued:  
By:

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Effective:  
Julia O. Strow, Vice President - Regulatory and Industry Relations  
320 Interstate North Parkway  
Atlanta, Georgia 30339

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EXPLANATION OF SYMBOLS, REFERENCE MARKS, AND  
ABBREVIATIONS OF TECHNICAL TERMS USED IN THIS TARIFF

The following symbols shall be used in this tariff for the purpose indicated below:

- C To signify changed regulation.
- D To signify discontinued rate or regulation.
- I To signify increased rate.
- N To signify new rate or regulation.
- R To signify reduced rate.

2516190v1 Issued:

By:

Julia O. Strow, Vice President - Regulatory and Industry Relations  
320 Interstate North Parkway  
Atlanta, Georgia 30339

Effective:

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APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate end-user telecommunications services by Cbeyond Communications, LLC, hereinafter referred to as the Company, to customers within the State of Ohio.

2516190v1 Issued:  
By:

Effective:  
Julia O. Strow, Vice President - Regulatory and Industry Relations  
320 Interstate North Parkway  
Atlanta, Georgia 30339

## SECTION 1 - DEFINITIONS

Authorized User - A person, firm, corporation or other entity who is authorized by the Customer to be connected to the service of the Customer under the terms and regulations of this tariff.

Business Service - A switched network service that provides for dial station communications that is described as a business or commercial rate.

Business Customer - A Business Customer is a Customer who subscribes to the Company's Service(s) and whose primary use of the Service is of a business, professional, institutional, or otherwise occupational nature.

Commission – Public Utilities Commission of Ohio

Company - Used throughout this tariff to refer to Cbeyond Communications, LLC, unless otherwise clearly indicated by the context.

End User - Any person, firm, corporation, partnership or other entity which uses the services of the Company under the provisions and regulations of this tariff. The End User is responsible for payment unless the charges for the services utilized are accepted and paid by another Customer.

Holidays - Holidays observed by the Company as specified in this tariff.

LATA - Means the local access and transport area as defined in *Embarq States v American Telephone and Telegraph Co.*, 569 F. Supp. 990 (D.D.C. 1983).

Off-Net – Customers or locations where the Company provides local service using SBC switching facilities via UNE-P or resale.

On-Net – Customers or locations within the Company's collocation footprint where the Company provides local service using its own switching facilities or switching facilities leased from a third-party other than SBC.

Residential Customer - A Residential Customer is a person to whom telecommunications services are furnished predominantly for personal or domestic purposes at the person's dwelling.

Switched Access - A method for reaching the Company through the local switched network whereby the End User uses standard business local lines.

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## SECTION 2 - REGULATIONS

### 2.1 Undertaking of the Company

#### 2.1.1 Scope

The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with the provision of an access line and usage within a local calling area for the transmission of high quality, 2-way interactive switched voice or data communications between points within the State of Ohio.

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

#### 2.1.2 Shortage of Equipment or Facilities

- (A) The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- (B) The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

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SECTION 2 - REGULATIONS (CONT'D.)

## 2.1 Undertaking of the Company (Cont'd.)

## 2.1.3 Terms and Conditions

- (A) Business Service is provided on the basis of a minimum period of at least one month, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have 30 days.
- (B) Business Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Business Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- (C) At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month-to-month basis at the then current rates unless terminated by either party upon 30 days' written notice. Any termination shall not relieve the Business Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.

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2516190v1 Issued:  
By:

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Effective:  
Julia O. Strow, Vice President - Regulatory and Industry Relations  
320 Interstate North Parkway  
Atlanta, Georgia 30339

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SECTION 2 - REGULATIONS (CONT'D.)

## 2.1 Undertaking of the Company (Cont'd.)

## 2.1.3 Terms and Conditions (Cont'd.)

- (D) Service may be terminated upon written notice to the Customer if:
  - (1) the Customer is using the service in violation of this tariff; or
  - (2) the Customer is using the service in violation of the law.
- (E) This tariff shall be interpreted and governed by the laws of the State of Ohio regardless of its choice of laws provision.
- (F) No other telecommunications provider may interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.
- (G) To the extent that either the Company or any other telephone company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its customers. At the reasonable request of either party, the Company and the other telephone company shall join the attempt to obtain from the owner of the property access for the other party to serve a person or entity.

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SECTION 2 - REGULATIONS (CONT'D.)

## 2.1 Undertaking of the Company (Cont'd.)

## 2.1.4 Liability of the Company

- (A) The liability of the Company for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in 2.6. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.
- (B) The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or any 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 civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties when it does not involve the company's employees.

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SECTION 2 - REGULATIONS (CONT'D.)

## 2.1 Undertaking of the Company (Cont'd.)

## 2.1.4 Liability of the Company (Cont'd.)

- (C) The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for or with the services the Company offers.
- (D) The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.
- (E) Explosive Atmosphere. The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal presence, condition, location, or use of any installation so provided. The Company reserves the right to require each Business Customer to sign an agreement acknowledging acceptance of the provisions of this section 2.1.4(E) as a condition precedent to such installations.

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SECTION 2 - REGULATIONS (CONT'D.)

## 2.1 Undertaking of the Company (Cont'd.)

## 2.1.4 Liability of the Company (Cont'd.)

- (F) The Company is not liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company's agents or employees.
- (G) The Company shall be indemnified, defended and held harmless by the Customer against any claim, loss or damage arising from Customer's use of services, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's own communications.
- (H) THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.
- (I) No third party provider or their directors, officers or employees that are directly or indirectly associated with the Company's performance of our services shall be liable to the Customer for any special, indirect, incidental, consequential, reliance, exemplary, punitive or other damages arising out of a service failure.
- (J) Approval of limitation of liability language by the Commission 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 courts responsibility to adjudicate negligence and consequent damage claims, it is also the court's responsibility to determine the validity of the exculpatory clause.

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SECTION 2 - REGULATIONS (CONT'D.)

## 2.1 Undertaking of the Company (Cont'd.)

## 2.1.5 Service-Affecting Activities

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance.

The Company will perform adequate scheduling so as to provide service to a customer at a mutually agreed upon time. On a monthly basis, 90% of the commitments to customers with respect to the date of installation of primary basic local exchange service shall be met. The Company will take corrective action if the rate of met commitments falls below 90% for 3 consecutive months. Customer-caused delay or customer-missed appointments will not be figured into the rate of met commitments.

Calls requesting local directory assistance shall be answered within 10 seconds. The Company will take corrective action if its average answer time per month for local directory assistance calls is more than 10 seconds for 3 consecutive months.

The Company will maintain service so that the average monthly rate of initial customer trouble reports in any wire center area is not more than 6 per 100 access lines per month, exclusive of all of the following: (a) Reports concerning interexchange calls. (b) Trouble found in equipment that is not the provider's. (c) Nonregulated customer premises equipment or inside wiring. For the purpose of administering this rule, each party line customer shall be considered to have 1 local access line. Multiple trouble reports that are attributable to a common cause or defect shall not be aggregated. Rather, a separate report shall be counted for each customer line reported in trouble. A provider shall take corrective action if a customer trouble report rate is more than 6 per 100 access lines per month in a wire center area for 3 consecutive months.

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SECTION 2 - REGULATIONS (CONT'D.)

## 2.1 Undertaking of the Company (Cont'd.)

## 2.1.6 Provision of Equipment and Facilities

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

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SECTION 2 - REGULATIONS (CONT'D.)

## 2.1 Undertaking of the Company (Cont'd.)

## 2.1.6 Provision of Equipment and Facilities

- (E) The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the Premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.
- (F) The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
  - (1) the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
  - (2) the reception of signals by Customer-provided equipment.

## SECTION 2 - REGULATIONS (CONT'D.)

## 2.1 Undertaking of the Company (Cont'd.)

## 2.1.7 Non-Routine Installation

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

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SECTION 2 - REGULATIONS (CONT'D.)

## 2.1 Undertaking of the Company (Cont'd.)

## 2.1.8 Special Construction

Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is that construction undertaken:

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

## 2.1.9 Ownership of Facilities

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

## SECTION 2 - REGULATIONS (CONT'D.)

## 2.2 Prohibited Uses

- (A) The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- (B) The Company may require business applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and Michigan Public Service Commission regulations, policies, orders, and decisions.
- (C) The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.
- (D) A customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this tariff will apply.

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2516190v1 Issued:  
By:

Effective:  
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320 Interstate North Parkway  
Atlanta, Georgia 30339

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SECTION 2 - REGULATIONS (CONT'D.)

2.3 Obligations of the Customer

2.3.1 General

The Customer shall be responsible for:

- (A) the payment of all applicable charges pursuant to this tariff;
- (B) damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- (C) providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;

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SECTION 2 - REGULATIONS (CONT'D.)

## 2.3 Obligations of the Customer (Cont'd.)

## 2.3.1 General (Cont'd.)

- (D) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduits necessary for installation of fiber optic cable and associated equipment used to provide Communication Services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1(C). Any and all costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;
- (E) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company'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;

SECTION 2 - REGULATIONS (CONT'D.)

2.3 Obligations of the Customer (Cont'd.)

2.3.1 General (Cont'd.)

- (F) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1(D); and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- (G) not creating any liens or other encumbrances on the Company's equipment or facilities; and
- (H) making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

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SECTION 2 - REGULATIONS (CONT'D.)

## 2.3 Obligations of the Customer (Cont'd.)

## 2.3.2 Claims

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

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

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SECTION 2 - REGULATIONS (CONT'D.)

## 2.4 Customer Equipment and Channels

## 2.4.1 General

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

## 2.4.2 Station Equipment

- (A) Terminal equipment on the Business User's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the Business User. The Business User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company Point of Connection.
- (B) The Business Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided

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SECTION 2 - REGULATIONS (CONT'D.)

## 2.4 Customer Equipment and Channels (Cont'd.)

## 2.4.3 Interconnection of Facilities

- (A) Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communication Services and the channels, facilities, or equipment of others shall be provided at the Business Customer's expense.
- (B) Communication Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers that are applicable to such connections.
- (C) Facilities furnished under this tariff may be connected to Customer-provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall comply with all applicable federal and state legal and regulatory requirements; and all User-provided wiring shall be installed and maintained in compliance with all such legal and regulatory requirements.
- (D) Users may interconnect communications facilities that are used in whole or in part for interstate communications to services provided under this tariff only to the extent that the user is an "End User" as defined below:

"End User means any customer of an interstate or foreign telecommunications service that is not a carrier except that a carrier other than a telephone company shall be deemed to be an "end user" when such carrier uses a telecommunications service for administrative purposes and a person or entity that offers telecommunications services exclusively as a reseller shall be deemed to be an "end user" if all resale transmissions offered by such reseller originate on the premises of such reseller."

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SECTION 2 - REGULATIONS (CONT'D.)

## 2.4 Customer Equipment and Channels (Cont'd.)

## 2.4.4 Inspections

- (A) Upon suitable notification to the Business Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Business Customer is complying with the requirements set forth in Section 2.4.2(B) for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- (B) If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Business Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Business Customer must take this corrective action and notify the Company of the action taken. If the Business Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

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SECTION 2 - REGULATIONS (CONT'D.)

## 2.5 Payment Arrangements

All telephone companies are subject to the Public Utilities Commission of Ohio's rules for minimum telephone service standards ("MTSS") found in Chapter 4901:1-5 of the Administrative Code. Telephone company tariffs should inform customers that they have certain rights and responsibilities under the MTSS and that these safeguards can be found in the appendix to rule 4901:1-5-03 of the Ohio Administrative Code. These rights and responsibilities include complaint handling, ordering or changing service, service repair, payment of bills, and disconnection and reconnection of service

## 2.5.1 Nondiscriminatory Service

The Company will not discriminate against nor penalize a customer for exercising a right granted under this section or under applicable law. The Company will provide all services described under this tariff in compliance with the following:

- (A) The Company will not make a statement or representation, including an omission of material information, regarding the rates, terms, or conditions of providing a basic local exchange service that is false, misleading, or deceptive.
- (B) The Company will not charge a customer for a subscribed service for which the customer did not make an initial affirmative order. Failure to refuse an offered or proposed service is not an affirmative order for the service.
- (C) If a customer cancels a service, the Company will not charge the customer for service provided after the effective date that the service was canceled.
- (D) The Company will not state to a customer that basic local exchange service will be shut off unless the customer pays an amount that is due in whole or in part for an unregulated service.

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SECTION 2 - REGULATIONS (CONT'D.)

## 2.5 Payment Arrangements (Cont'd.)

## 2.5.2 Payment for Service

## (A) Facilities and Service Charges

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer and to all Users authorized by the Customer, regardless of whether those services are used by the Customer itself or are resold to or shared with other persons.

## (B) Taxes

The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated) (excluding taxes on Company's net income) imposed on or based upon the provision, sale or use of the Company's services.

## (C) SpeedPay

If the Customer's account is delinquent or when the Customer calls the Company's business office to make payment arrangement, the Customer will be given the option to pay via electronic payment system, SpeedPay. The Customer electing SpeedPay will be notified in advance of an additional SpeedPay processing fee of \$5.00. The Customer whose service has been disconnected may reestablish service using SpeedPay and will be assessed the \$5.00 SpeedPay processing fee.

## 2.5.3 Billing and Collection of Charges

(A) The Company shall render a bill during each billing period to every Customer. The billing period shall be monthly.

(B) Non-recurring charges are due and payable from the customer within 30 days after the invoice date, unless otherwise agreed to in advance.

(C) The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within 30 days after the invoice date. When billing is based on customer usage, charges will be billed monthly for the preceding billing periods.

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SECTION 2 - REGULATIONS (CONT'D.)

## 2.5 Payment Arrangements (Cont'd.)

## 2.5.3 Billing and Collection of Charges (Cont'd.)

- (D) The minimum period for which services are provided and for which rates and charges are applicable is one (1) month unless otherwise mutually agreed under contract. When a service is discontinued prior to the expiration of the minimum period, non-usage related charges for the entire minimum period are applicable, whether the service is used or not.
- (E) Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- (F) If service is disconnected by the Company in accordance with Section 2.5.6 and later restored, restoration of service will be subject to all applicable restoration and installation charges.
- (G) The date of rendition of the Company's bill for basic local exchange service shall be the date of physical mailing of the bill by the Company. If the last calendar day for remittance falls upon a Sunday, legal holiday, or any other day when the offices of the provider regularly used for the receipt of payment of customer bills are not open to the general public, then the final payment date shall be extended through the next business day. The date of payment of remittance by mail is 2 days before receipt of the remittance.
- (H) If any portion of the payment is not received by the Company within 30 days of receipt of the bill, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment charge of \$5.00 plus 1.5% per month shall be due to the Company. Late payment charges will be applied without discrimination.

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SECTION 2 - REGULATIONS, (CONT'D.)

## 2.5 Payment Arrangements (Cont'd.)

## 2.5.4 Deposits

- A. The Company may require an applicant to establish creditworthiness prior to the provision of service. In evaluation credit worthiness, the Company may rely on information obtained from credit reporting bureaus.
- B. The Company reserves the right to require a deposit to be held as a guarantee for the payment of charges in accordance with Rules 4901: 1-5-13 and 4901:1-17-05 of the Ohio Administrative Code. The deposit will not exceed an amount equal to two (2) month's charges for tariffed services plus 30% of the Customer's estimated monthly average total charge for all regulated local service.
- C. Deposits held 180 days or more will accrue interest at the rate prescribed by the Commission. Interest will be either paid to the Customer when its deposit is refunded or deducted from the Customer's final bill for service.

## 2.5.5 Disputed Bills

- A. In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Company will require the Customer to pay the undisputed portion of the bill to avoid discontinuance of service for non-payment. The Customer must submit a documented claim for the disputed amount. The Customer will submit all documentation as may reasonably be required to support the claim.
- B. Unless disputed, the invoice shall be deemed to be correct and payable in full by the Customer. If the Customer is unable to resolve any dispute with the Company, then the Customer may contact the Public Utilities Commission of Ohio (PUCO) toll free at 1-800-686-7826, or for TTY toll free at 1-800-686-1570, from 8:00 a.m. to 5:00 p.m. weekdays or visit the PUCO website at [www.PUCO.ohio.gov](http://www.PUCO.ohio.gov).

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SECTION 2 - REGULATIONS (CONT'D.)

## 2.5 Payment Arrangements (Cont'd.)

## 2.5.6 Cancellation of Application for Service

- (A) When a Customer cancels an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- (B) Where, prior to cancellation by the Customer, the Company incurs any expenses have incurred, a charge equal to the costs incurred by the Company, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service commenced.
- (C) Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred by the Company, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, maintenance, taxes, and any other costs associated with the special construction or arrangements.
- (D) The special charges described in 2.5.6(A) through 2.5.6(C) will be calculated and applied on a case-by-case basis.

## 2.5.7 Changes in Service Requested

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

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SECTION 2 - REGULATIONS (CONT'D.)

## 2.6 Use of Customer's Service by Others

## 2.6.1 Joint Use Arrangements

Joint use arrangements will be permitted for all services provided under this tariff. From each joint use arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the service will be allocated. The Company will accept orders to start, rearrange, relocate, or discontinue service only from the designated Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the service, each joint user shall be responsible for the payment of the charges billed to it.

## 2.7 Cancellation of Service

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption, the Customer agrees to pay to the Company termination liability charges, as defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period, set forth in Section 2.5.3.

The Customer's termination liability for cancellation of service shall be equal to:

- (A) all unpaid Non-Recurring charges reasonably expended by the Company to establish service to the Customer; plus
- (B) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the Customer; plus
- (C) all Recurring Charges specified in the applicable Service Order Tariff incurred prior to disconnection, cancellation or termination; minus
- (D) a reasonable allowance for costs avoided by the Company as a direct result of the Customer's cancellation.
- (E) Inclusion of early termination liability by the Company in its tariff or a contract does not constitute a determination by the Commission that the termination liability imposed by the company is approved or sanctioned by the Commission. Customers shall be free to pursue whatever legal remedies they may have should a dispute arise.

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SECTION 2 - REGULATIONS (CONT'D.)

## 2.7 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties:

- (A) to any subsidiary, parent company or affiliate of the Company; or
- (B) pursuant to any sale or transfer of substantially all the assets of the Company; or
- (C) pursuant to any financing, merger or reorganization of the Company.

## 2.8 Notices and Communications

- (A) The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- (B) The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- (C) All notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- (D) The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

## SECTION 2 - REGULATIONS (CONT'D.)

## 2.9 Insufficient Funds Charge

A charge will be assessed for any check or other form or payment returned by the drawee 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 financial institution. This charge will be assessed in addition to any charges assessed by the drawee bank or any other financial institution.

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2516190v1

Issued:

By:

Effective:

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SECTION 2 - REGULATIONS (CONT'D.)

## 2.10 Presubscription Procedures

## 2.10.1 Description

- A. New Customers will be asked to select an intraLATA and/or interLATA toll carrier(s) at the time the Customer places an order to establish local exchange service with the Company. The Company will process the Customer's order for presubscription service. The selected carrier(s) will confirm their respective Customer's verbal selection by third-party verification or return written confirmation notices. All new Customers' initial requests for intraLATA and/or interLATA toll service presubscription shall be provided free of charge.
- B. If a new Customer is unable to make a selection at the time the new Customer places an order to establish local exchange service, the Company will read a random listing of all available intraLATA and interLATA carriers to aid the Customer in selection. If selection is still not possible, the Company will inform the Customer that he/she will be given 30 calendar days in which to inform the Company of an intraLATA and/or interLATA toll carrier presubscription selection free of charge. Until the Customer informs the Company of his/her choice for toll carrier(s), the Customer will not have a presubscribed toll carrier, but rather will be required to dial a carrier access code to route all toll calls to the carrier(s) of choice. Customers who inform the Company of a choice for toll presubscription within the 30-day period will not be assessed a service charge for the initial Customer request.
- C. Customers of record may initiate a presubscription change at any time subject to the charges specified below. If a Customer of record inquires of the Company of the carriers available for toll presubscription, the Company will read a random listing of all available carriers to aid the Customer in selection.

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SECTION 2 - REGULATIONS (CONT'D.)

## 2.10 Presubscription Procedures (Cont'd.)

## 2.10.1 Description (Cont'd.)

## D. Application of Charges

After a Customer's initial selection for a presubscribed intraLATA toll carrier, for any change thereafter, an IntraLATA Presubscription Change Charge will apply.

1. The charge shall be no greater than those set forth below, unless modified by a Company-specific Commission-approved tariff.
2. If the Customer changes both the InterLATA and IntraLATA Presubscribed Interexchange Carrier at the same time, 50% of the otherwise applicable IntraLATA Presubscription Change Charge will apply.

## E. Nonrecurring Charges IntraLATA Presubscription Change Charge

The IntraLATA Presubscription Change Charge shall be applied as follows:

Per business:

|    |                    |        |
|----|--------------------|--------|
| -- | Manual Process     | \$5.50 |
| -- | Electronic Process | \$1.25 |

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SECTION 3 - SERVICE OFFERINGS

## 3.1 Timing of Calls

- 3.1.1 The Customer's monthly usage charges for service are based upon the total number of minutes the Customer uses and the service options to which the Customer subscribes. Chargeable time begins at the time the called party answers (*i.e.* when two-way communications is possible), and ends when either party hangs up.
- 3.1.2 No charges apply if a Call is not completed.
- 3.1.3 For billing purposes, all Calls are rounded up to the nearest minute and billed in increments of one minute. The minimum call duration is one (1) minute for a connected call.
- 3.1.4 Where applicable, charges will be rounded up to the nearest penny.
- 3.1.5 Usage begins when the called party picks up the receiver (*i.e.* when two-way communication is possible). A Call is terminated when the calling or called party hangs up. The Company utilizes software answer supervision, which permits up to sixty (60) seconds of ringing before the Call becomes billed usage. Where answer supervision is not available, any Call for which the duration exceeds sixty (60) seconds shall be presumed to have been answered and becomes billed usage.
- 3.1.6 The Company will not knowingly charge for Incomplete Calls. Upon the Customer's request and proper verification, the Company shall promptly adjust or credit the Customer's account for charges or payments for any unanswered call inadvertently billed due to the unavailability of Feature Group D or due to another company's failure to provide answer supervision. Upon the Customer's request and proper verification, the Company also shall promptly adjust or credit the Customer's account for charges or payments for Calls placed to a wrong number.

## 3.2 Start of Billing

For billing purposes, the start of service is the day following acceptance by the Customer of the Company's service or equipment, or another date mutually agreed-upon by the Customer and the Company. The end of service date is the last day of the minimum notification of cancellation or any portion of the last day, after receipt by the Company of notification of cancellation, or another date mutually agreed upon by the Customer and the Company.

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LOCAL SERVICES TARIFF

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## SECTION 3 - SERVICE OFFERINGS, (CONT'D.)

## 3.3 Calculation of Distance

3.3.1 Where applicable, usage charges for all mileage sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of the call.

3.3.2 Where applicable, the airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. The Company uses the rate centers that are produced by Bell Communications Research in their NPA-NXX V&H Coordinates Tape and Bell's NECA Tariff No. 4.

3.3.2.A The airline distance between any two (2) rate centers is determined as follows:

3.3.2.B Obtain the "V" (vertical) and "H" (horizontal) coordinates for each Rate Center from the above-referenced document.

3.3.2.B.1 Compute the difference between the "V" coordinates of the two (2) rate centers; and the difference between the two (2) "H" coordinates ( $X1 - X2 = V$ ;  $Y1 - Y2 = H$ ).

3.3.2.B.2 Square each difference obtained in step 3.3.2.B.1 above ( $V^2$ ;  $H^2$ ).

3.3.2.B.3 Add the square of the "V" difference and the square of the "H" difference obtained in step 3.3.2.B.2 above ( $V^2 + H^2 = S$ ).

3.3.2.B.4 Divide the sum of the squares by 10 ( $S/10 = M$ ).

3.3.2.B.5 Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

## 3.4 Minimum Call Completion Rate

The Customer may expect a Call completion rate of at least ninety percent (90%) of dialed, local interoffice calls attempted during peak use periods or the busy hour.

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**SECTION 3 - SERVICE OFFERINGS (CONT'D.)****3.5 Local Exchange Service Offerings**

Where technically and economically feasible, the Company offers local exchange telecommunications services to business Customers pursuant to contractual arrangements. The Customer's total monthly use of the Company's service is charged at the applicable rates, in addition to any monthly service charges.

**3.5.1 Directory Assistance Service**

Directory Assistance Service provides the Customer with the ability to use a directory assistance operator to provide listing information. The Company will provide access to Directory Assistance Service through arrangements with other telecommunications companies. A maximum of two (2) telephone numbers per Customer may be requested per Call.

**3.5.2 Directory Assistance Call Completion ("DACC") Service**

DACC service provides the Customer with the ability to use the directory assistance operator to connect the Customer with the party whose listing information the directory assistance operator has provided to the Customer. The DACC charge is in addition to the per Call charges for Directory Assistance set forth above.

**3.5.3 Operator Services**

Operator Services involve live or automated operator assistance with the placement of Customers' telephone Calls and related information. The Company will provide access to Operator Services through arrangements with other telecommunications companies.

**3.5.4 Caller ID Number**

Displays the telephone number of an incoming Call on a CPE device attached to the Customer's telephone line.

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**SECTION 3 - SERVICE OFFERINGS, (CONT'D.)****3.6 Miscellaneous Service Charges****3.6.1 Order Change**

An Order Change is a change in the Customer's service requested subsequent to installation.

**3.6.2 Telephone Number Change**

A Telephone Number Change is a change in the Customer's telephone number.

**3.6.3 Insufficient Funds**

A charge will be assessed for any check or other form or payment returned by the drawee 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 of financial institution. This charge will be assessed in addition to any charges assessed by the drawee bank or any other financial institution.

**3.6.4 Reconnection**

Reconnection charges occur where service to an existing Customer has been discontinued for proper cause, and the Customer desires to resume service with the Company. Where a Customer desires reconnection, the Customer will be charged a fee to cover the cost to the Company of restoring service to the Customer.

Where service to a Customer is disconnected due to reasons of non-payment and payment has not been received or satisfactory payment arrangements have not been made for a period of ten (10) calendar days, the Company may consider the service terminated. Any "reconnection" under such circumstances shall be considered as a new installation subject to all applicable non-recurring installation charge(s) tariffed herein.

**3.6.5 Expedite Installation**

Expedite Installation charges occur when the Customer has requested service installation sooner than the normal schedule.

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### SECTION 3 - SERVICE OFFERINGS (CONT'D.)

#### 3.6 Miscellaneous Service Charges (Cont'd)

##### 3.6.6 Service Premise Visit

Service Visit charges occur when the Customer has requested a service visit to the Customer premise.

##### 3.6.7 Non-routine Installation

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

##### 3.6.8 Missed Appointment

When the Company and the Customer have agreed to an installation date and time, and the Customer is not available at the premises to allow for installation of service at the appointed time, a Missed Appointment Charge will apply. Customers may not cancel or change installation dates or times on less than 48 hours notice to the Company unless otherwise agreed to by the Company.

## SECTION 4 – MISCELLANEOUS SERVICES

### 4.1 Emergency Services

Allows Customers to reach appropriate emergency services including police, fire and medical services. The 911 Service includes lines and central office features necessary to provide the capability to answer, transfer and dispatch public emergency telephone calls originated by persons within the telephone central office areas arranged for 911 calling. If 911 Service is not available in an area, the Company shall make arrangements for the Customer to reach the appropriate emergency services through dialing "0".

#### 4.1.1 E911 Service Surcharge

All Customers will be assessed a per line surcharge to support local E911 Service Programs. This surcharge will appear as a separate line item on the Customer's bill. The amount of the surcharge will reflect the assessment paid by the Company to the applicable County, and may vary from time to time.

### 4.2 Individual Contract Basis (ICB)

In lieu of the rates otherwise set forth in this tariff, rates and charges, including minimum usage, installation, special construction and recurring charges for the Company's services may be established at negotiated rates on an individual contract basis (ICB), taking into account 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 use of facilities by other customers. Such arrangements shall be considered Special Pricing Arrangements, the terms of which will be set forth in individual Customer contracts. However, unless otherwise specified, the terms, conditions, obligation and regulation set forth in this tariff shall be incorporated into, and become a part of, said contract, and shall be binding on the Company and the Customer. Specialized rates or charges will be made available to similarly situated customers on a non-discriminatory basis.

In addition to any rate or charge established by the Carrier, the Customer will also be responsible for any recurring or non-recurring charges imposed by local exchange telephone companies incurred by or on behalf of the Customer in establishing and maintaining service. Such charges may be billed by the Carrier or directly by the local exchange company, at the Carrier's option.

Upon completion of any contractual arrangements entered into under this section, the Company will file additional tariff sheets as an amendment to this tariff summarizing the services, rates, terms, conditions, and duration of the contract, and will make the contract itself available to the Commission upon the Commission's request. The Company reserves the right to protection from public disclosure of proprietary information contained in such contracts as allowed under law.

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**SECTION 4 – MISCELLANEOUS SERVICES, (CONT'D.)****4.3 Promotional Offerings**

The Company, from time to time, may make promotional offerings of its services, which may include waiving or reducing the applicable charges for the promoted service. Promotions will be filed as separate tariff sheets under this section 4.11.

All promotions will be limited in duration, and will identify a definite, reasonable time period during which the promotion will be in effect. A promotion may also be limited as to the locations where the offerings are made. A promotion may also, if so designated, provide for its conclusion upon the occurrence of a promotion-related event that is reasonably certain to occur, although the timing may not be certain.

All promotions shall be made available to other carriers for resale, and shall be priced, in conjunction with the entire service offering as a whole, above the Company's total service long run incremental cost.

Promotions will be implemented with at least one day's notice prior to the effective date of each promotion.

## SECTION 5- SERVICE AREAS

## 5.1 Local Calling Areas

The Company hereby mirrors the Map and Legal Description tariffs of the exchanges, by Incumbent Local Exchange Carrier, listed below to identify its service territory. Any future modifications to these exchange boundaries or legal descriptions of these boundaries will be automatically mirrored by the Company on a going forward basis. If not mirrored, new detailed maps and legal descriptions on an individual exchange basis will be filed with the Commission for approval.

| <u>Exchange Area Served</u> |       | <u>Exchanges in Local Calling Area</u> |                             |
|-----------------------------|-------|--|-----------------------------|
| 5.1.1                       | Akron | <u>Ameritech</u>                       | <u>Other ICO's</u>          |
|                             |       | Atwater                                | Aurora-Windstream           |
|                             |       | Bedford                                | Avon-Century                |
|                             |       | Berea                                  | Avon Lake-Century           |
|                             |       | Brecksville                            | Bainbridge-Windstream       |
|                             |       | Burton                                 | Brunswick-Verizon           |
|                             |       | Chagrin Falls                          | Columbia Station-Windstream |
|                             |       | Chesterland                            | Doylestown-Doylestown       |
|                             |       | Cleveland                              | Elyria-Windstream           |
|                             |       | Gates Mills                            | Grafton-Verizon             |
|                             |       | Greensburg                             | Hinckley-Windstream         |
|                             |       | Hartville                              | Hudson-Windstream           |
|                             |       | Hillcrest                              | Montrose-Verizon            |
|                             |       | Independence                           | North Eaton-Verizon         |
|                             |       | Kent                                   | Northfield-Windstream       |
|                             |       | Leroy                                  | Newbury-Verizon             |
|                             |       | Manchester                             | Peninsula-Windstream        |
|                             |       | Mogadore                               | Perry-Windstream            |
|                             |       | Montrose                               | Richfield-Windstream        |
|                             |       | North Canton                           | Rittman-Sprint              |
|                             |       | North Royalton                         | Russell-Windstream          |
|                             |       | Olmsted Falls                          | Sharon Center-Verizon       |
|                             |       | Ravenna                                | Twinsburg-Windstream        |
|                             |       | Rootstown                              | Valley City-Verizon         |
|                             |       | Strongsville                           | Wadsworth-Verizon           |
|                             |       | Terrace                                |                             |
|                             |       | Trinity                                |                             |
|                             |       | Uniontown                              |                             |
|                             |       | Victory                                |                             |
|                             |       | Wickliffe                              |                             |
|                             |       | Willoughby                             |                             |

## SECTION 5 - SERVICE AREAS (CONT'D.)

## 5.2 Local Calling Areas (Cont'd.)

|        |             |                               |   |
|--------|-------------|-------------------------------|---|
| 5.1.2  | Alton       | Columbus Met.<br>London       | Cheshire Center<br>Pataskala-Embarq<br>Rathbone-Verizon<br>Sunbury-Embarq   |
| 5.1.3  | Bedford     | Cleveland Met.<br>Chesterland | Aurora-Windstream<br>Bainbridge-Windstream<br>Brunswick-Verizon<br>Columbia Sta.-Windstream<br>Hinckley-Windstream<br>Northfield-Windstream<br>Richfield-Windstream<br>Russell-Windstream<br>Twinsburg-Windstream   |
| 5.1.4  | Berea       | Cleveland Met.<br>Chesterland | Aurora-Windstream<br>Bainbridge-Windstream<br>Brunswick – Verizon<br>Columbia Sta.-Windstream<br>Elyria-Windstream<br>Hinckley-Windstream<br>North Eaton-Verizon<br>Northfield-Windstream<br>Richfield-Windstream<br>Russell-Windstream<br>Twinsburg-Windstream |
| 5.1.5. | Brecksville | Cleveland Met.<br>Chesterland | Aurora-Windstream<br>Bainbridge-Windstream<br>Brunswick – Verizon<br>Columbia Sta.-Windstream<br>Hinckley-Windstream<br>Northfield-Windstream<br>Richfield-Windstream<br>Russell-Windstream<br>Twinsburg-Windstream   |

## SECTION 5 - SERVICE AREAS (CONT'D.)

## 5.1 Local Calling Areas (Cont'd.)

|       |                     |               |                          |
|-------|---------------------|---------------|--------------------------|
| 5.1.6 | Canal<br>Winchester | Columbus Met. | Amanda-Verizon           |
|       |                     | Carroll       | Baltimore-Verizon        |
|       |                     | Lancaster     | Cheshire Center-Verizon  |
|       |                     |               | Pataskala-Embarq         |
|       |                     |               | Rathbone-Verizon         |
|       |                     |               | Sunbury-Embarq           |
| 5.1.7 | Chagrin Falls       | Burton        | Aurora-Windstream        |
|       |                     | Cleveland Met | Bainbridge-Windstream    |
|       |                     | Chesterland   | Brunswick – Verizon      |
|       |                     |               | Columbia Sta.-Windstream |
|       |                     |               | Hinckley-Windstream      |
|       |                     |               | Newbury-Windstream       |
|       |                     |               | Northfield-Windstream    |
|       |                     |               | Richfield-Windstream     |
|       |                     |               | Russell-Windstream       |
| 5.1.8 | Cleveland           |               | Twinsburg-Windstream     |
|       |                     | Burton*       | Aurora-Windstream        |
|       |                     | Cleveland Met | Bainbridge-Windstream    |
|       |                     | Chesterland   | Brunswick – Verizon      |
|       |                     | Leroy*        | Columbia Sta.-Windstream |
|       |                     |               | East Claridon-Windstream |
|       |                     |               | Elyria-Windstream        |
|       |                     |               | Grafton-Verizon*         |
|       |                     |               | Hinckley-Windstream      |
|       |                     |               | Montville-Windstream     |
|       |                     |               | Newbury-Windstream       |
|       |                     |               | North Eaton-Verizon*     |
|       |                     |               | Northfield-Windstream    |
|       |                     |               | Perry-Windstream         |
|       |                     |               | Richfield-Windstream     |
|       |                     |               | Russell-Windstream       |
|       |                     |               | Twinsburg-Windstream     |
|       |                     |               | Valley City-Verizon*     |

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SECTION 5 - SERVICE AREAS (CONT'D.)

## 5.1 Local Calling Areas (Cont'd.)

|        |          |              |                          |
|--------|----------|--------------|--------------------------|
| 5.1.9  | Columbus | Carroll*     | Ashville-Verizon*        |
|        |          | Columbus Met | Baltimore-Verizon*       |
|        |          | London*      | Cheshire Center-Verizon* |
|        |          |              | Delaware-Verizon*        |
|        |          |              | Johnstown-Embarq         |
|        |          |              | Kilbourne-Verizon        |
|        |          |              | Mt. Sterling-Embarq*     |
|        |          |              | Pataskala-Embarq         |
|        |          |              | Rathbone-Verizon         |
|        |          |              | Sunbury-Embarq           |
|        |          |              | Granville-Windstream     |
| 5.1.10 | Dublin   | Columbus Met | Cheshire Center-Verizon  |
|        |          |              | Delaware-Verizon         |
|        |          |              | Pataskala-Embarq         |
|        |          |              | Plain City-Verizon       |
|        |          |              | Rathbone-Verizon         |
| 5.1.11 | Gahanna  | Columbus Met | Sunbury-Embarq           |
|        |          |              | Cheshire Center-Verizon  |
|        |          |              | Johnstown-Embarq         |
|        |          |              | Pataskala-Embarq         |
|        |          |              | Rathbone-Verizon         |
|        |          |              | Sunbury-Embarq           |

## SECTION 5 - SERVICE AREAS (CONT'D.)

## 5.1 Local Calling Areas (Cont'd.)

|        |             |                |                          |
|--------|-------------|----------------|--------------------------|
| 5.1.12 | Gates Mills | Cleveland Met  | Aurora-Windstream        |
|        |             | Chesterland    | Bainbridge-Windstream    |
|        |             | Kirtland       | Brunswick-Verizon        |
|        |             | Mentor         | Columbia Sta.-Windstream |
|        |             |                | East Clairdon-Windstream |
|        |             |                | Hinckley-Windstream      |
|        |             |                | Northfield-Windstream    |
|        |             |                | Richfield-Windstream     |
|        |             |                | Russell-Windstream       |
|        |             |                | Twinsburg-Windstream     |
| 5.1.13 | Grove City  | Columbus Met.  | Cheshire Center-Verizon  |
|        |             |                | Mt. Sterling-Embarq      |
|        |             |                | Pataskala-Embarq         |
|        |             |                | Rathbone-Verizon         |
|        |             |                | Sunbury-Embarq           |
|        |             |                |                          |
| 5.1.14 | Groveport   | Columbus Met.  | Cheshire Center-Verizon  |
|        |             |                | Pataskala-Embarq         |
|        |             |                | Rathbone-Verizon         |
|        |             |                | Sunbury-Embarq           |
| 5.1.15 | Hillcrest   | Cleveland Met. | Aurora-Windstream        |
|        |             | Chesterland    | Bainbridge-Windstream    |
|        |             | Kirtland       | Brunswick-Verizon        |
|        |             |                | Columbia Sta.-Windstream |
|        |             |                | East Clairdon-Windstream |
|        |             |                | Hinckley-Windstream      |
|        |             |                | Northfield-Windstream    |
|        |             |                | Richfield-Windstream     |
|        |             |                | Russell-Windstream       |
|        |             |                | Twinsburg-Windstream     |
|        |             |                |                          |
| 5.1.16 | Hilliard    | Columbus Met.  | Cheshire Center-Verizon  |
|        |             |                | Pataskala-Embarq         |
|        |             |                | Plain City-Verizon       |
|        |             |                | Rathbone-Verizon         |
|        |             |                | Sunbury-Embarq           |
|        |             |                |                          |

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SECTION 5 - SERVICE AREAS (CONT'D.)

## 5.1 Local Calling Areas (Cont'd.)

- |        |              |                |                          |
|--------|--------------|----------------|--------------------------|
| 5.1.17 | Independence | Cleveland Met. | Aurora-Windstream        |
|        |              | Chesterland    | Bainbridge-Windstream    |
|        |              |                | Brunswick-Verizon        |
|        |              |                | Columbia Sta.-Windstream |
|        |              |                | Hinckley-Windstream      |
|        |              |                | Northfield-Windstream    |
|        |              |                | Richfield-Windstream     |
|        |              |                | Russell-Windstream       |
|        |              |                | Twinsburg-Windstream     |
| 5.1.18 | Lockbourne   | Columbus Met.  | Ashville-Verizon         |
|        |              |                | Cheshire Center-Verizon  |
|        |              |                | Pataskala-Embarq         |
|        |              |                | Rathbone-Verizon         |
|        |              |                | Sunbury-Embarq           |
| 5.1.19 | Montrose     | Cleveland Met. | Aurora-Windstream        |
|        |              | Chesterland    | Bainbridge-Windstream    |
|        |              |                | Brunswick-Verizon        |
|        |              |                | Columbia Sta.-Windstream |
|        |              |                | Hinckley-Windstream      |
|        |              |                | Northfield-Windstream    |
|        |              |                | Richfield-Windstream     |
|        |              |                | Russell-Windstream       |
|        |              |                | Twinsburg-Windstream     |
| 5.1.20 | New Albany   | Columbus Met.  | Cheshire Center-Verizon  |
|        |              |                | Johnstown-Embarq         |
|        |              |                | Pataskala-Embarq         |
|        |              |                | Rathbone-Verizon         |
|        |              |                | Sunbury-Embarq           |

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SECTION 5 - SERVICE AREAS (CONT'D.)

## 5.1 Local Calling Areas (Cont'd.)

5.1.21 North Royalton Cleveland Met. Aurora-Windstream  
Chesterland Bainbridge-Windstream  
Brunswick-Verizon  
Columbia Sta.-Windstream  
Hinckley-Windstream  
Northfield-Windstream  
Richfield-Windstream  
Russell-Windstream  
Twinsburg-Windstream

5.1.22 Olmsted Falls Cleveland Met. Aurora-Windstream  
Chesterland Bainbridge-Windstream  
Brunswick-Verizon  
Columbia Sta.-Windstream  
Elyria-Windstream  
Hinckley-Windstream  
North Eaton-Verizon  
Northfield-Windstream  
Richfield-Windstream  
Russell-Windstream  
Twinsburg-Windstream

5.1.23 Reynoldsburg Columbus Met. Baltimore-Verizon  
Cheshire Center-Verizon  
Pataskala-Embarq  
Rathbone-Verizon  
Sunbury-Embarq

5.1.24 Strongsville Cleveland Met. Aurora-Windstream  
Chesterland Bainbridge-Windstream  
Brunswick-Verizon  
Columbia Sta.-Windstream  
Hinckley-Windstream  
Northfield-Windstream  
Richfield-Windstream  
Russell-Windstream  
Twinsburg-Windstream

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SECTION5 - SERVICE AREAS (CONT'D.)

## 5.1 Local Calling Areas (Cont'd.)

|                    |                |                          |
|--------------------|----------------|--------------------------|
| 5.1.25 Terrace     | Cleveland Met. | Aurora-Windstream        |
|                    | Burton         | Bainbridge-Windstream    |
|                    | Chesterland    | Brunswick-Verizon        |
|                    | Kirtland       | Columbia Sta.-Windstream |
| 5.1.26 Trinity     |                | Hinckley-Windstream      |
|                    |                | Northfield-Windstream    |
|                    |                | Richfield-Windstream     |
|                    |                | Russell-Windstream       |
|                    |                | Twinsburg-Windstream     |
|                    | Cleveland Met. | Aurora-Windstream        |
|                    | Chesterland    | Bainbridge-Windstream    |
|                    |                | Brunswick-Verizon        |
| 5.1.27 Victory     |                | Columbia Sta.-Windstream |
|                    |                | Hinckley-Windstream      |
|                    |                | Northfield-Windstream    |
|                    |                | Richfield-Windstream     |
|                    |                | Russell-Windstream       |
|                    |                | Twinsburg-Windstream     |
|                    | Cleveland Met. | Aurora-Windstream        |
|                    | Chesterland    | Bainbridge-Windstream    |
|                    |                | Brunswick-Verizon        |
|                    |                | Columbia Sta.-Windstream |
| 5.1.28 Westerville |                | Elyria-Windstream        |
|                    |                | Hinckley-Windstream      |
|                    |                | North Eaton-Verizon      |
|                    |                | Northfield-Windstream    |
|                    |                | Richfield-Windstream     |
|                    |                | Russell-Windstream       |
|                    |                | Twinsburg-Windstream     |
|                    | Columbus Met.  | Cheshire Center-Verizon  |
|                    |                | Delaware-Verizon         |
|                    |                | Johnstown-Embarq         |
|                    |                | Pataskala-Embarq         |
|                    |                | Rathbone-Verizon         |
|                    |                | Sunbury-Embarq           |

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SECTION 5 - SERVICE AREAS (CONT'D.)

## 5.1 Local Calling Areas (Cont'd.)

|                    |                |                          |
|--------------------|----------------|--------------------------|
| 5.1.29 Wickliffe   | Cleveland Met. | Aurora-Windstream        |
|                    | Chesterland    | Bainbridge-Windstream    |
|                    | Kirtland       | Brunswick-Verizon        |
|                    | Mentor         | Columbia Sta.-Windstream |
|                    |                | Hinckley-Windstream      |
|                    |                | Northfield-Windstream    |
|                    |                | Richfield-Windstream     |
|                    |                | Russell-Windstream       |
|                    |                | Twinsburg-Windstream     |
|                    |                |                          |
|                    |                |                          |
| 5.1.30 Willoughby  | Cleveland Met. | Aurora-Windstream        |
|                    | Chesterland    | Bainbridge-Windstream    |
|                    | Kirkland       | Brunswick-Verizon        |
|                    | Leroy          | Columbia Sta.-Windstream |
|                    |                | Hinckley-Windstream      |
|                    |                | Northfield-Windstream    |
|                    |                | Richfield-Windstream     |
|                    |                | Russell-Windstream       |
|                    |                | Twinsburg-Windstream     |
|                    |                |                          |
|                    |                |                          |
| 5.1.31 Worthington | Columbus Met.  | Cheshire Center-Verizon  |
|                    |                | Delaware-Verizon         |
|                    |                | Pataskala-Embarq         |
|                    |                | Rathbone-Verizon         |
|                    |                | Sunbury-Embarq           |

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PRICE LIST

## 1 Local Exchange Service Offerings

## 1.1 Business Local Exchange Service

*Flat Rate Service:*

Monthly recurring charge, per line: \$45.00

Non-recurring charge, per line: \$100.00

## 1.2 Caller ID with Number

Monthly recurring charge: \$7.00

Non-recurring charge: \$10.00

## 1.3 911 Emergency Services

Customers may be assessed a recurring monthly line item fee to compensate the County 911 Public Safety Board for the provision of 911 services. This fee may vary, depending on the vicinity in which the Customer is located. Where applicable, the Company will remit this fee to the appropriate 911 authority.

2516190v1 Issued:  
By:

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Effective:  
Julia O. Strow, Vice President - Regulatory and Industry Relations  
320 Interstate North Parkway  
Atlanta, Georgia 30339

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PRICE LIST (CONT'D.)

|     |                               |          |
|-----|-------------------------------|----------|
| 2   | Miscellaneous Service Charges |          |
| 2.1 | Order Change                  |          |
|     | Per change:                   | \$50.00  |
| 2.2 | Telephone Number Change       |          |
|     | Per change:                   | \$50.00  |
| 2.3 | Insufficient Funds Charge     |          |
|     | Per returned item:            | \$25.00  |
| 2.4 | Reconnection                  |          |
|     | Per line:                     | ICB      |
| 2.5 | Expedite Charge               |          |
|     | Per Order:                    | ICB      |
| 2.6 | Service Premise Visit         |          |
|     | Per hour:                     | \$100.00 |
| 2.7 | Non-routine Installation      |          |
|     | Per installation:             | ICB      |
| 2.8 | Missed Appointment Charge     |          |
|     | Per occurrence:               | \$100.00 |

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2516190v1 Issued:  
By:

Effective:  
Julia O. Strow, Vice President - Regulatory and Industry Relations  
320 Interstate North Parkway  
Atlanta, Georgia 30339

**EXHIBIT 2**  
**Proposed Carrier-to-Carrier Tariff**

**Cbeyond Communications, LLC**

320 Interstate North Parkway  
Atlanta, Georgia 30339

**ACCESS SERVICES TARIFF**

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services provided by Cbeyond Communications. This tariff is on file with the Public Utilities Commission of Ohio (PUCO). Copies may be inspected during normal business hours at the Company's principal place of business at 320 Interstate North Parkway, Atlanta, Georgia 30339.

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**SYMBOLS**

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

**D** - Delete or discontinue.

**I** - Change resulting in an increase to a customer's bill.

**M** - Moved from another tariff location.

**N** - New.

**R** - Change resulting in a reduction to a customer's bill.

**T** - Change in text or regulation but no change in rate or charge.

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**TARIFF FORMAT**

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

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

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

- 2.
- 2.1
- 2.1.1
- 2.1.1.A.
- 2.1.1.A.1.
- 2.1.1.A.1.(a)
- 2.1.1.A.1.(a).I.
- 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 PUCO, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the sheets 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 made in a given filing are designated by an asterisk (\*). 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 sheet is the most current on file with the PUCO.

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**SECTION 1 - DEFINITIONS**

Certain terms used generally throughout this tariff for the Access Services of this Company are defined below.

Access Code: A uniform seven digit code assigned by the Company to an individual Customer. The seven digit code has the form 101XXXX.

Access Service: Switched Access to the network of an Interexchange Carrier for the purpose of originating or terminating communications.

Access Service Request (ASR): The industry service order format used by Access Service Customers and access providers as agreed to by the Ordering and Billing Forum.

Access Tandem: An Exchange Carrier's switching system that provides a concentration and distribution function for originating or terminating traffic between local switching centers and Customers' premises.

Authorized User: A person, firm, corporation or other entity that either is authorized by the Customer to use Access Services or is placed in a position by the Customer, either through acts or omissions, to use Access Services.

Carrier or Common Carrier: See Interexchange Carrier or Exchange Carrier.

Cbeyond: Cbeyond Communications.

Co-Carrier: Any other Telecommunications provider authorized by the Commission to provide local exchange service in the state.

Commission - The Ohio Public Service Commission.

Common Channel Signaling (CCS): A high-speed packet switched communications network which is separate (out of band) from the public packet switched and message networks. It is used to carry addressed signaling messages for individual trunk circuits and/or database related services between signaling points in the CCS network.

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**SECTION 1 - DEFINITIONS, (CONT'D)**

Company: Cbeyond Communications, LLC.

Constructive Order: Delivery of calls to the Company for termination to the Company's End Users or acceptance of calls from the Customer's End Users over Company-switched local exchange services or acceptance of 800 Data Base Access Service (see definition below) or other SAC codes (500, 700, 900) calls from the Company's End Users over Company-switched local exchange services constitutes a Constructive Order by the Customer to purchase switched access services as described and priced herein. Similarly the selection of the Customer by an End User as the End User's PIC constitutes a Constructive Order for switched access by the Customer.

Customer: The person, firm, corporation or other entity which orders Service and is responsible for the payment of charges and for compliance with the Company's tariff regulations. The Customer could be an interexchange carrier, a wireless provider, or any other carrier authorized to operate in the state.

800 Data Base Access Service: The term "800 Data Base Access Service" denotes a toll-free originating Trunkside Access Service when the 8NN Service Access Code (i.e., 800, 822, 833, 844, 855, 866, 877, or 888 as available) is used. The term 8NN is used interchangeably with 800 Data Base Service throughout this Tariff to describe this service.

End User: Any individual, association, corporation, governmental agency or any other entity other than an Interexchange Carrier which subscribes to intrastate service provided by an Exchange Carrier.

Entrance Facility: A trunk facility connecting the Customer's point of presence with the local switching center.

Exchange Carrier: Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in the provision of local exchange telephone service.

Firm Order Confirmation (FOC): Acknowledgment by the Company of receipt of an Access Service Request from the Customer and assignment by the Company of a Service Date.

Individual Case Basis: A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation.

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**SECTION 1 - DEFINITIONS, (CONT'D)**

Interexchange Carrier (IXC) or Interexchange Common Carrier: Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in state or foreign communication for hire by wire or radio, between two or more exchanges.

LATA: 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 for the provision and administration of communications services.

Line Information Data Base (LIDB): The data base which contains base information such as telephone numbers, calling card numbers and associated billed number restriction data used in connection with the validation and billing of calls.

Local Access: The connection between a Customer's premises and a point of presence of the Exchange Carrier.

Local Switching Center: The switching center where telephone exchange service Customer station Channels are terminated for purposes of interconnection to each other and to interoffice Trunks.

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

Meet Point Billing: The arrangement through which multiple Exchange Carriers involved in providing Access Services, divide the ordering, rating, and billing of such services on a proportional basis, so that each Exchange Carrier involved in providing a portion of the Access Service agrees to bill under its respective tariff/price list.

Mobile Telephone Switching Office: Location where the wireless Customer maintains a facility for purposes of interconnecting to the Company's Network.

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**SECTION 1 - DEFINITIONS, (CONT'D)**

Mutual Traffic Exchange: A compensation arrangement between certified local exchange service providers where local exchange service providers pay each other "in kind" for terminating local exchange traffic on the other's network.

Network Services: The Company's telecommunications Access Services offered on the Company's Network.

Non-Recurring Charges: The one-time initial charges for services or facilities, including but not limited to charges for construction, installation, or special fees, for which the Customer becomes liable at the time the Service Order is executed.

Off-Hook: The active condition of Switched Access or a telephone exchange service line.

On-Hook: The idle condition of switched access or a telephone exchange service line.

Out of Band Signaling: An exchange access signaling feature which allows customers to exchange call control and signaling information over a communications path which is separate from the message path.

Point of Presence: Location where the Customer maintains a facility for purposes of interconnecting to the Company's Network.

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

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

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**SECTION 1 - DEFINITIONS, (CONT'D)**

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

Service Order: The written request for Network Services executed by the Customer and the Company in a format devised by the Company; or, in the alternative, the submission of an Access Service Request by the Customer in the manner specified in this tariff.

Service(s): The Company's telecommunications Access Services offered on the Company's Network.

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

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

Switched Access Service: Access to the switched network of an Exchange Carrier for the purpose of originating or terminating communications. Switched Access is available to carriers, as defined in this tariff.

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

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

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

The Company's services offered pursuant to this Tariff are furnished for Switched Access Service. The Company may offer these services over its own or leased facilities.

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

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

**2.1.2 Shortage of Equipment or Facilities**

- A. The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company when necessary because of lack of facilities or due to some other cause beyond the Company's control.
- B. The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the company may obtain from other Carriers from time to time, to furnish service as required at the sole discretion of the Company.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D)**

**2.1 Undertaking of Cbeyond, (cont'd)**

**2.1.3 Terms and Conditions**

- A. Except as otherwise provided herein, service is provided and billed on the basis of a minimum period of at least one month, and shall continue to be provided until canceled by the Customer, in writing, on not less than 30 days notice. Unless otherwise specified herein, for the purpose of computing charges in this tariff, a month is considered to have 30 days.
- B. The Customer agrees to operate Company-provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void Company liability for interruption of service and may make the Customer responsible for damage to equipment pursuant to section 2.1.3.C below.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D)****2.1 Undertaking of Cbeyond, (cont'd)****2.1.3 Terms and Conditions, (cont'd)**

- C. The Customer agrees to return to the Company all Company-provided equipment delivered to Customer within five (5) days of termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.

**2.1.4 Liability of the Company**

- A. The liability of the Company for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, errors, other defects, or representations by the Company, or use of these services or damages arising out of the failure to furnish the service whether caused by act or omission, shall be limited to the extension of allowances for interruption as set forth in 2.6 below. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D)****2.1 Undertaking of Cbeyond, (cont'd)****2.1.4 Liability of the Company, (cont'd)**

- B. The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction action, or request of The United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lockouts work stoppages, or other labor difficulties.
- C. The Company shall not be liable for (a) any act or omission of any entity furnishing the Company or the Company's Customers facilities or equipment used for the interconnection with Access Services; or (b) for the acts or omissions of other Common Carriers.
- D. The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.
- E. The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits, or other actions, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, condition, location, or use of any installation or equipment provided by the Company. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this Section 2.1.4.F as a condition precedent to such installations.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D)****2.1 Undertaking of Cbeyond, (cont'd)****2.1.4 Liability of the Company, (cont'd)**

- F. The Company shall not be liable for any defacement of or damage to Customers Premises resulting from the furnishing of services or equipment on such Premises or the installation or removal thereof, unless such defacement or damage is caused by the gross negligence or willful misconduct of the Company's agents or employees. No agents or employees of other participating Carriers shall be deemed to be agents or employees' of the Company.
- G. Notwithstanding the Customer's obligations as set forth in Section 2.3 below, the Company shall be indemnified, defended and held harmless by the Customer, or by others authorized by it to use the service, against any claim, loss or damage arising from Customer's use of services furnished under this tariff, including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the material, data, information, or other content transmitted via the Company's service; and patent infringement claims arising from combining or connecting the service offered by the Company with apparatus and systems of the Customer or others; all other claims arising out of any act or omission of the Customer or others, in connection with any service provided by the Company pursuant to this tariff.
- H. The Company shall be indemnified and held harmless by the End User against any claim, loss or damage arising from the End User's use of services offered under this tariff including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the End User's own communications; patent infringement claims arising from the End User's combining or connecting the service offered by the Company with facilities or equipment furnished by the End User of another Interexchange Carrier; or all other claims arising out of any act or omission of the End User in connection with any service provided pursuant to this tariff.
- I. The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the Customer for the specific services giving rise to the claim, and no action or proceeding against the Company shall be commenced more than one year after the service is rendered.
- J. The Company makes no warranties or representation, express or implied, including warranties or merchant's ability or fitness for a particular use, except those expressly set forth herein.
- K. The Company does not guarantee nor make any warranty with respect to service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D)****2.1 Undertaking of Cbeyond, (cont'd)****2.1.4 Liability of the Company, (cont'd)**

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

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D)****2.1 Undertaking of Cbeyond, (cont'd)****2.1.5 Provisions of Equipment and Facilities**

- A. The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- B. The Company shall use reasonable efforts to maintain facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- C. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- D. Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.
- E. The Customer shall be responsible for the payment of service charges imposed on the Company by another entity, for visits to the Customer Premises when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

---

**SECTION 2 - RULES AND REGULATIONS, (CONT'D)****2.1 Undertaking of Cbeyond, (cont'd)****2.1.5 Provisions of Equipment and Facilities, (cont'd)**

- F. The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Notwithstanding the above, the Company shall not be responsible for:
1. the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission;
  2. the reception of signals by Customer-provided equipment; or
  3. network control signaling where such signaling is performed by Customer-provided network control signaling equipment.
- G. The Company intends to work cooperatively with the Customer to develop network contingency plans in order to maintain maximum network capability following natural or man-made disasters which affect telecommunications services.
- H. The Company reserves the reasonable right to assign, designate or change telephone numbers, any other call number designations associated with Access Services, or the Company serving central office prefixes associated with such numbers, when necessary in the conduct of its business.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D)****2.1 Undertaking of Cbeyond, (cont'd)****2.1.6 Non-routine Installation**

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

**2.1.7 Special Construction**

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

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

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

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D)**

**2.1 Undertaking of Cbeyond, (cont'd)**

**2.1.8 Ownership of Facilities**

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

**2.2 Prohibited Uses**

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

---

**SECTION 2 - RULES AND REGULATIONS, (CONT'D)****2.3 Obligations of the Customer****2.3.1 The Customer shall be responsible for:**

- A. the payment of all applicable charges pursuant to this tariff;
- B. reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages to its facilities or equipment, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subjugated in the Company's right of recovery of damages to the extent of such payment;
- C. providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space, and power to operate Company facilities and equipment installed on the Customer Premises, and the level of heating and air conditioning necessary to maintain the proper operating environment on such Premises;
- D. obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide Access Services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1.C above. Any costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be owned entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this subsection prior to accepting an order for service;

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D)****2.3 Obligations of the Customer, (cont'd)**

2.3.1 The Customer shall be responsible for, (cont'd):

- E. providing a safe place to work and complying with all laws and regulations regarding the working conditions on the Premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing, and disposing of any hazardous material (e.g. asbestos) prior to any construction or installation work;
- F. complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses, and permits as may be required with respect to, the location of Company facilities and equipment in any Customer Premises or the rights-of-way for which Customer is responsible obtaining under Section 2.3.1.D above; and granting or obtaining permission for Company agents or employees to enter the Customer Premises at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company; and
- G. not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D)****2.3 Obligations of the Customer, (cont'd)****2.3.2 Claims**

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

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

**2.3.3 Jurisdictional Report Requirements****A. Jurisdictional Reports****1. Percent Interstate Usage (PIU)**

- (a) Pursuant to Federal Communications Commission Order FCC 85-145 adopted April 16, 1985, interstate usage is to be developed as though every call that enters a customer network at a point within the same state as that in which the called station (as designated by the called station number) is situated is an intrastate communication and every call for which the point of entry is in a state other than that where the called station (as designated by the called number) is situated is an interstate communication.

---

**SECTION 2 - RULES AND REGULATIONS, (CONT'D)****2.3 Obligations of the Customer, (cont'd)****2.3.3 Jurisdictional Report Requirements (cont'd)****A. Jurisdictional Reports (cont'd)****1. Percent Interstate Usage (PIU) (cont'd)**

- (b) When a customer initially orders Switched Access service, the customer shall state in its order the Percentage Interstate Usage (PIU) on a statewide, LATA or billing account number level (at the option of the customer) on a local exchange company specific basis, separately for each of the following:

FGD  
500  
700 Service Access  
8NN Toll Free  
900  
Entrance Facilities  
Dedicated Interoffice Channel

For FGD, 500, 700, 8NN Toll Free, and 900, this PIU will be applicable to all flat and minute of use based rate elements, as applicable. In the event the customer does not supply the projected PIU and the Telephone Company does not have sufficient call detail to determine the jurisdiction of the call, then a PIU of 50 percent will be applied.

The PIU factor provided for flat-rated services shall reflect the combination of all traffic types which transverse such facility category.

Additionally, upon employing the 700 Access Code over FGD, the customer must provide the Telephone Company the PIU for the 700 calls. A PIU of less than 100 percent is not allowed in those LATAs where the service is not also available as an intrastate access service.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D)****2.3 Obligations of the Customer, (cont'd)****2.3.3 Jurisdictional Report Requirements (cont'd)****A. Jurisdictional Reports, (cont'd)****1. Percent Interstate Usage (PIU), (cont'd)****(b) (cont'd)**

Each quarter the customer shall furnish to the Telephone Company a report of the PIU on a statewide, LATA or billing account number level (at the option of the customer) on a local exchange company specific basis, separately for each of the following:

FGD Terminating  
500  
700 Service Access  
8NN Toll Free  
900  
Entrance Facilities  
Dedicated Interoffice Channel

The customer shall compute the PIU using the following formula (rounded to a whole percentage).

|   |   |   |
|---|---|---|
| Total Interstate<br>Originating Minutes | + | Total Interstate<br>Terminating Minutes |
| <hr/>                                   |   |   |
| Total<br>Originating Minutes            | + | Total<br>Terminating Minutes            |

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D)**

**2.3 Obligations of the Customer, (cont'd)**

**2.3.3 Jurisdictional Report Requirements (cont'd)**

**A. Jurisdictional Reports, (cont'd)**

**1. Percent Interstate Usage (PIU), (cont'd)**

- (c) When the customer computes the PIU it shall subtract the developed percentage from 100 and the difference is the percent intrastate usage. The sum of the interstate and intrastate percentages shall equal 100 percent.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D)****2.3 Obligations of the Customer, (cont'd)****2.3.3 Jurisdictional Report Requirements (cont'd)****A. Jurisdictional Reports, (cont'd)**

2. When a customer initially orders FGD, the customer shall state in its order the Percentage Interstate Usage (PIU). When a customer orders FGD, 500, 8NN Toll Free or 900, the Telephone Company, where the jurisdiction can be determined from the call detail, will determine the interstate percentage as follows. For originating access minutes, the interstate percentage will be developed on a monthly basis by end office when the FGD, 500, 8NN Toll Free or 900 access minutes are measured by dividing the measured interstate originating access minutes (the access minutes where the calling number is in one state and the called number is in another state) by the total originating access minutes when the call detail is adequate to determine the appropriate jurisdiction. When originating call details are insufficient to determine the jurisdiction for the call, the customer shall supply the projected interstate percentage or authorize the Telephone Company to use the Telephone Company developed percentage. In the event the customer does not supply the projected PIU and the Telephone Company does not have the sufficient call detail to develop a PIU, then a PIU of 50 percent shall be used by the Telephone Company as the interstate percentage for such call detail.

As indicated herein, the customer must supply the interstate PIU on a statewide, LATA or billing account number level for terminating FGD service. The PIU supplied shall be on a local exchange company specific basis. All customers must supply the interstate PIU for terminating FGD service following the criteria set forth in this tariff. The Telephone Company will designate the number obtained by subtracting the interstate percentage for originating and terminating access minutes calculated by the Telephone Company from 100 (100 - Telephone Company calculated projected interstate percentage - intrastate percentage) as the projected intrastate percentage of use. A PIU of less than 100 percent is not allowed in those LATAs where the interstate service is not also available in the appropriate intrastate access tariff.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D)****2.3 Obligations of the Customer, (cont'd)****2.3.3 Jurisdictional Report Requirements (cont'd)****A. Jurisdictional Reports, (cont'd)**

3. For usage originating from or terminating to an end office that is located in a state that is part of a LATA of a different state (cross boundary), the customer shall provide a statewide PIU per service type for the state where the end office is physically located. The Telephone Company will apply this state level PIU when the call detail is insufficient to determine the appropriate jurisdiction of the call. In the event the customer does not supply the projected state level PIU and the Telephone Company does not have the sufficient call detail to develop a PIU, than a PIU of 50 percent shall be used by the Telephone Company as the interstate percentage for such call detail.
4. For Billing Name and Address for ANI service, the customer shall state in its initial order the projected PIU factor. PIU information shall also be furnished quarterly to the Telephone Company thereafter. The Billing Name and Address for ANI PIU factor shall be reported as required herein.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D)****2.3 Obligations of the Customer, (cont'd)****2.3.3 Jurisdictional Report Requirements (cont'd)****A. Jurisdictional Reports, (cont'd)**

5. Effective on the first of January, April, July and October of each year the customer shall update the interstate and intrastate jurisdictional report, except where Telephone Company Measured Access minutes are used as set forth in 3. preceding. The customer shall forward to the Telephone Company, to be received no later than 30 days after the first of each such month, a revised report or letter for all services showing the interstate and intrastate percentage of use for the past three months ending the last day of December, March, June and September, respectively, for each service arranged for interstate use. The revised report or letter will serve as the basis for the next three months' billing and will be effective on the bill date for that service. If the customer does not supply an updated quarterly report or letter, the Telephone Company will assume percentages to be the same as those provided in the last quarterly report or letter accepted by the Telephone Company. If an audit has been completed and an updated quarterly report or letter has not been submitted subsequent to the audit, the Telephone Company will assume the PIU factors to be the most recent audited results. For those cases in which a quarterly report or letter has never been received from the customer, the Telephone Company will assume the PIU factors to be the most recent audit results, to be the same as provided in the order for service if no audit has been performed, or 50 percent.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D)****2.3 Obligations of the Customer, (cont'd)****2.3.3 Jurisdictional Report Requirements (cont'd)****B. Jurisdictional Report Verification**

1. When a customer provides a projected interstate usage percent as set forth preceding, or when a billing dispute arises or a regulatory commission questions the projected interstate percentage for Access, the Telephone Company may, by written request, require the customer to provide the data the customer used to determine the projected interstate percentage. This written request will be considered the initiation of the audit. The customer shall supply the data to an independent auditor or the Telephone Company within 30 days of the Telephone Company request. The customer shall keep records of call detail from which the percentage of interstate and intrastate use can be ascertained as set forth following and upon request of the Telephone Company make the records available for inspections at an agreed upon location during normal business hours as reasonably necessary for purposes of verification of the percentages. The Telephone Company will audit data from one quarter unless a longer period is requested by the customer and agreed to by the Telephone Company.

Changes to the reported PIU will not be made for the test period. If the customer does not provide the requested data to the Telephone Company or independent auditor within thirty (30) days of the notice of audit, the customer will be in violation of this Tariff and subject to the remedies described herein.

2. Verification audits may be conducted no more frequently than once per year except in extreme circumstances. The Telephone Company and customer will attempt to limit the audit to a reasonable time to effectively complete the audit. The Telephone Company and customer shall respond promptly to requests generated during the audit to ensure timely completion of the audit.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D)****2.3 Obligations of the Customer, (cont'd)****2.3.3 Jurisdictional Report Requirements (cont'd)****B. Jurisdictional Report Verification, (cont'd)**

3. Audits may be conducted by: (a) an independent auditor under contract to the Telephone Company; (b) a mutually agreed upon independent auditor; or (c) an independent auditor selected and paid for by the customer. If the customer selects option (c), where it pays for its own independent audit, the selected auditor must certify that the audit was performed following F.C.C. procedures for measuring interstate traffic as established by Commission Order, and provide to the Telephone Company a report with supporting documentation to verify such procedures.
4. If a billing dispute arises or a regulatory commission questions the projected interstate percentage, the Telephone Company will ask the customer to provide the data the customer used to determine the projected interstate percentage. The customer shall supply the data within 30 days of the Telephone Company request. The customer shall keep records from which the percentage was determined and upon request of the Telephone Company make the records available for inspection as reasonably necessary for purposes of verification of the percentages.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D)**

**2.3 Obligations of the Customer, (cont'd)**

**2.3.3 Jurisdictional Report Requirements (cont'd)**

**C. Maintenance of PIU Records**

1. The customer shall retain for a minimum of six (6) months call detail records that substantiate the interstate percent provided to the Telephone Company as set forth preceding. Such records shall consist of (a) and (b), if applicable, following:
  - (a) All call detail records such as workpapers and/or backup documentation including paper, magnetic tapes or any other form of records for billed customer traffic, call information including call terminating address (i.e., called number), the call duration, all originating and terminating trunk groups or access lines over which the call is routed, and the point at which the call enters the customer's network and;
  - (b) If the customer has a mechanized system in place that calculated the PIU, then a description of that system and the methodology used to calculate the PIU must be furnished and any other pertinent information (such as but not limited to flowcharts, source code, etc.) relating to such system must also be made available.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D)****2.3 Obligations of the Customer, (cont'd)****2.3.3 Jurisdictional Report Requirements (cont'd)****D. PIU Audit Results**

1. Audit results will be furnished to the customer via Certified U.S. Mail (return receipt requested). The Telephone Company will adjust the customer's PIU based upon the audit results. The PIU resulting from the audit shall be applied to the usage for the quarter the audit is completed, the usage for the quarter prior to completion of the audit, and the usage for the two (2) quarters following the completion of the audit. After that time, the customer may report a revised PIU pursuant to A. preceding. If the revised PIU submitted by the customer represents a deviation of 5 percentage points or more, from the audited PIU, and that deviation is not due to identifiable reasons, the provisions in B. preceding may be applied.
2. Both credit and debit adjustments will be made to the customer's interstate access charges for the specified period to accurately reflect the interstate usage for the customer's account consistent with the provisions set forth herein.
3. If, as a result of an audit conducted by an independent auditor, a customer is found to have over-stated the PIU by 20 percentage points or more, the Telephone Company shall require reimbursement from the Customer for the cost of the audit. Such bill (s) shall be due and paid in immediately available funds 30 days from receipt and shall carry a late payment penalty as set forth herein if not paid within the 30 days.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D)****2.3 Obligations of the Customer, (cont'd)****2.3.3 Jurisdictional Report Requirements (cont'd)****E. Contested Audits**

1. When a PIU audit is conducted by an independent auditor selected by the Telephone Company, the audit results will be furnished to the customer by Certified U.S. Mail (return receipt requested). The customer may contest the audit results based on substantive cause by providing written notification, by Certified U.S. Mail (return receipt requested), to the Telephone Company within thirty (30) calendar days from the date the audit report is furnished to the customer. When a PIU audit is conducted by an independent auditor selected by the customer, the audit results will be furnished to the Telephone Company by Certified U.S. Mail (return receipt requested). The Telephone Company may contest the audit results by providing written notification, by Certified U.S. Mail (return receipt requested), to the customer within thirty (30) calendar days from the date the audit report is furnished to the Telephone Company.
2. Contested audits may be resolved by a neutral arbitrator mutually agreed upon by the Telephone Company and the customer. Arbitration is an option provided in addition to the customer's existing right to file a complaint or legal action in a court of law or at the FCC for resolution of the dispute. The arbitration hearing will be conducted in a state or location within the Telephone Company operating territory where the customer maintains a principle or significant presence or a state and location within the Telephone Company operating territory that is mutually agreed upon by both parties. The arbitration proceeding shall be governed by the law (both statutory and case) of the state in which the arbitration hearing is held, including, but not limited to, the Uniform Arbitration Act, as adopted in that state. The arbitrator shall determine the customer's PIU based on A. preceding.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D)****2.3 Obligations of the Customer, (cont'd)****2.3.3 Jurisdictional Report Requirements (cont'd)****E. Contested Audits, (cont'd)**

3. Prior to the arbitration hearing, each party shall notify the arbitrator of the PIU percentage which that party believes to be correct. The arbitrator, in deciding, may adopt the PIU percentage of either party or may adopt a PIU percentage different from those proposed by the parties. If the arbitrator adopts a PIU percentage proposed by one of the parties, the other party (whose PIU percentage was not adopted) shall pay all costs of the arbitration. If the arbitrator adopts a PIU percentage higher than either of the PIU percentages proposed by the parties, then the party proposing the lower PIU percentage shall pay all costs of the arbitration. If the arbitrator adopts a PIU percentage lower than either of the PIU percentages proposed by the parties, then the party proposing the higher PIU percentage shall pay all costs of the arbitration. If the arbitrator adopts a PIU percentage which falls between the two percentages adopted by the parties, then the parties shall each pay one-half of the arbitration costs.
4. Absent written notification, within the time frame noted above, the customer must comply with the provisions set forth herein. If the customer fails to comply with these provisions, the Telephone Company may refuse additional applications for service and/or refuse to complete any and all pending orders for service or may discontinue the provision of the services to the customer as specified herein.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D)**

**2.4 Customer Equipment and Channels**

**2.4.1 General**

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

**2.4.2 Station Equipment**

A The Customer is responsible for providing and maintaining any terminal equipment on the Customer Premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations. The Company will, where practicable, notify the Customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair the Company's right to discontinue forthwith the use of a service temporarily if such action is reasonable under the circumstances.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D)****2.4 Customer Equipment and Channels, (cont'd)****2.4.2 Station Equipment, (cont'd)****A. (cont'd)**

In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions as set forth in Section 2.6 following is not applicable.

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

**2.4.3 Interconnection of Facilities**

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

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D)****2.4 Customer Equipment and Channels, (cont'd)****2.4.4 Inspections**

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

**2.5 Payment Arrangements****2.5.1 Payment for Service**

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

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D)****2.5 Payment Arrangements, (cont'd)****2.5.1 Payment for Service, (cont'd)****A. Taxes**

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

**2.5.2 Billing and Collection of Charges**

Unless otherwise specified herein, bills are due and payable upon receipt.

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

Non-Recurring Charges are due and payable within 30 days after the invoice date.

The Company shall present invoices for all Charges monthly to the Customer.

Amounts not paid within 30 days after the date of invoice will be considered past due. The Company will assess a late payment charge equal to 1.5% per month for any past due balance that exceeds 30 days. If the Company becomes concerned at any time about the ability of a Customer to pay its bills, the Company may require that the Customer pay its bills within a specified number of days and make such payments in cash or the equivalent of cash.

If a service is disconnected by the Company in accordance with Section 2.5.3 following and later restored, restoration of service will be subject to all applicable installation charges.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D)****2.5 Payment Arrangements, (cont'd)****2.5.2 Billing and Collection of Charges, (cont'd)**

The Customer shall notify the Company of any disputed items on an invoice within 90 days of receipt of the invoice. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Commission in accordance with the Commission's rules of procedures.

**2.5.3 Refusal and Discontinuance of Service**

- A. Upon nonpayment of any amounts owing to the Company, the Company may, by giving requisite prior written notice to the Customer discontinue or suspend service without incurring any liability.
- B. Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 30 days' prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- C. Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- D. Upon any governmental prohibition, or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any Liability.

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

- E. Upon the Company's discontinuance of service to the Customer under Section 2.5.3.A or 2.5.3.B above, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable.
- F. The Company may discontinue the furnishings of any and/or all service(s) to Customer, without incurring any liability:
  - 1. Immediately and without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services. The Company may discontinue service pursuant to this sub-section 2.5.3.F.1.(a-e), if
    - (a) The Customer refuses to furnish information to the Company regarding the Customer's credit-worthiness, its past or current use of Common Carrier communications services or its planned use of service(s); or
    - (b) The Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of Common Carrier communications services, or its planned use of the Company's service(s); or

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D)**

**2.5 Payment Arrangements, (cont'd)**

**2.5.3 Refusal and Discontinuance of Service, (cont'd)**

**F. (cont'd)**

**1. (cont'd)**

- (c) The Customer states that it will not comply with a request of the Company for security for the payment for service(s) in accordance with Section 2.5.3.A above; or
- (d) The Customer has been given written notice by the Company of any past due amount (which remains unpaid in whole or in part) for any of the Company's other Common Carrier communications services to which the Customer either subscribes or had subscribed or used; or
- (e) The Customer uses, or attempts or use, service with the intent to void the payment, either in whole or in part, of the tariff charges for the service by:
  - I. Using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this tariff, or
  - II. Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or
  - III. Any other Fraudulent means or devices; or

- 2. Upon five (5) business days' written notice to the Customer of any sum thirty (30) days past due;

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

3. Upon ten (10) days' written notice to the Customer, after failure of the Customer to comply with a request made by the Company for security for the payment of service in accordance with Section 2.5.3.A, above; or
4. Seven (7) days after sending the Customer written notice of noncompliance with any provision of this tariff if the noncompliance is not corrected within that seven (7) day period. The discontinuance of service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished up to the time of discontinuance.

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

**2.5.4 Cancellation of Application for Service**

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

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D)****2.5 Payment Arrangements, (cont'd)****2.5.4 Cancellation of Application for Service, (cont'd)**

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

Customers seeking to cancel service have an affirmative obligation to block traffic originating from or terminating to the Company's network.. By originating traffic from or terminating traffic to the Company's network, the Customer will have constructively ordered the Company's switched access service.

**2.6 Allowances for Interruptions in Service**

Interruptions in service which are not due to the negligence of or noncompliance with the provisions of this tariff by, the Customer or the operation or malfunction of the facilities, power, or equipment provided by the Customer, will be credited to the Customer as set forth in 2.6.1 for the part of the service that the interruption affects.

The credit allowance will be calculated by the Company after the Customer notifies the Company of service interruption. The amount of the allowance will depend on the length of the outage and the service impacted. Service Outage conditions are defined as complete loss of call origination and/or receipt capability. Credit Allowances, if any, will be deducted from the charges payable by the IXC and will be expressly indicated on the next invoice. A Service Outage begins when the IXC reports the outage to the Company. A Service Outage ends when the affected circuit and/or associated Company equipment is fully operational in accordance with the technical specifications.

Credit allowances do not apply to outages (i) caused by the IXC; (ii) due to failure of equipment provided by the IXC; (iii) during any period in which the Company is not given access to the service premises; (iv) failures of LEC facilities or equipment which are carrying the failures resulting from the activities or negligence of LEC employees; (vi) inability to gain access to the IXC's equipment; and (vii) due to mutually agreed upon maintenance and repair.

Credit Allowances received by the Company from the LEC for Off-Net facility outages which affects the IXC's Switched Services will be passed through to the IXC in the form of a credit on the next invoice.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D)****2.6 Allowances for Interruptions in Service, (cont'd)****2.6.1 Limitations on Allowances**

No credit allowance will be made for:

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

**2.7 Transfers and Assignments**

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

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D)**

**2.8 Notices and Communications**

- 2.8.1 The Customer shall designate on the Service Order, or equivalent, an address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.8.2 The Company shall designate on the Service Order, or equivalent, an address to which the Customer shall mail or deliver all notices and other communications, except that the Company may designate a separate address, on each bill for service, to which the Customer shall mail payment on that bill.
- 2.8.3 All notices or other communications required to be given pursuant to this tariff shall be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication, or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.8.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

**2.9 Meet Point Billing**

Meet Point Billing applies when more than one Exchange Telephone Company is involved in the provision of Access Service. All recurring and nonrecurring charges for services provided by each Exchange Telephone Company are billed under each company's applicable rates.

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

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

In the absence of an ASR as described in Section 3.2, delivery of calls to the Company for termination to the Company's End Users or acceptance of calls from the Customer's End Users over Company-switched local exchange services or acceptance of 800 Data Base Access Service (see definition below) or other SAC codes (500, 700, 900) calls from the Company's End Users over Company-switched local exchange services constitutes a Constructive Order by the Customer to purchase switched access services as described and priced herein.

**3.1.1 Ordering Conditions**

Unless otherwise specified herein, all services offered under this tariff shall be ordered using an ASR. The format and terms of the ASR will be as specified in the industry Access Service Order Guidelines, unless otherwise specified herein. A Customer may order any number of services of the same type and between the same premises on a single ASR. All details for services for a particular order must be identical.

The Customer shall provide all information necessary for the Company to provide and bill for the requested service. When placing an order for Access Service, the Customer shall provide the following minimum information:

- A. Customer name and Premise(s) address(es);
- B. Billing name and address (when different from Customer name and address); and
- C. Customer contact name(s) and telephone number(s) for the following provisioning activities: order negotiation, order confirmation, interactive design, installation and billing.

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**SECTION 3 - ORDERING OPTIONS FOR ACCESS SERVICE, (CONT'D)**

**3.1 General, (cont'd)**

**3.1.2 Provision of Other Services**

With the agreement of the Company, other services may subsequently be added to the ASR at any time, up to and including the service date for the Access Service.

**3.2 Access Order**

When a Customer requests new or additional Switched Access Service, one or more ASR's may be required. The number of orders required is dependent on the type of services and/or facilities being requested.

**3.2.1 Access Service Date Intervals**

Access Service Date Intervals will be negotiated on an individual case basis.

The Company will offer a Service Date based on the type and quantity of Access Services the Customer has requested.

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**SECTION 3 - ORDERING OPTIONS FOR ACCESS SERVICE, (CONT'D)****3.2 Access Order, (cont'd)****3.2.2 Access Service Request Modifications**

The Customer may request a modification of its ASR prior to the Service Commencement Date. All modifications must be in writing using the industry ASR process. The Company, in its sole discretion, may accept a verbal modification from the Customer. The Company will make every effort to accommodate a requested modification when it is able to do so with the normal work force assigned to complete such an order within normal business hours.

**3.2.3 Minimum Period of Service**

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

A. The following changes will be treated as a discontinuance of the existing service and a request for installation of a new service. All associated Non-Recurring Charges will apply for the new service, and a new minimum period will be established:

1. A change in the identity of the Customer of record; or
2. A move by the Customer to a different building.

B. When Access Service is disconnected prior to the expiration of the minimum period, charges are applicable for the balance of the minimum period.

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

---

**SECTION 3 - ORDERING OPTIONS FOR ACCESS SERVICE, (CONT'D)****3.3 Supplementary Charges**

|  |     |
|--|-----|
| Customer Requested Due Date Change <sup>1, 2</sup>                     | ICB |
| Customer Requested Expedite <sup>2</sup>                               | ICB |
| Cancellation (after 3 business days from order placement) <sup>2</sup> | ICB |
| Design Change, DS0/DS1 <sup>2</sup>                                    | ICB |
| Design Change, DS3 and higher <sup>2</sup>                             | ICB |
| Administrative Processing <sup>2</sup>                                 | ICB |

<sup>1</sup> Company Due Date Change Policy - No due date change accepted at or after four (4) days prior to the current due date. If a Customer request is received during that time period, the supplemental charge will apply and, in addition, the billing will start on the current due date without exception.

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

---

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

Switched Access Service, which is available to Customers for their use in furnishing their services to end users, provides a two-point communications path between a Customer's Premises and an End User's Premises. It provides for the use of common terminating, switching and transport facilities. Switched Access Service provides the ability to originate calls from an End User's Premises to a Customer's Premises, and to terminate calls from a Customer's Premises to an End User's Premises.

Switched Access Service is available when originating or terminating calls from or to an end user which subscribes to the Company's Local Exchange Services.

Rates and charges are set forth in Section 5. The application of rates for Switched Access Service is described in Section 5.

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

Switched Access is provisioned at the DS-1 level and provides trunk-side access to Local Switching Center switches, for the Customer's use in originating and terminating communications. Basic Switched Access service will be provided with SS7 Signaling.

Two types of Switched Access are available:

- 1) Tandem Connect Access: This option applies when the customer has no direct facilities to the End Office. Traffic is routed to and from the End Office via the Access Tandem. Delivery of calls to, or acceptance of calls from, the Customer's End User location(s) via Company-provided Tandem Connect Access services shall constitute a Constructive Order and an agreement by the Customer to purchase the Company's switched access services as described and priced herein.
- 2) Direct Connect Access: This option applies when the Company or another service provider provides dedicated facilities between the Customer's premises and the End Office. This transmission path is dedicated to the use of a single Customer. The Company requires the Customer to submit an ASR or comparable documentation for the dedicated portion of Direct Connect Access. The dedicated portion of Direct Connect Access is provided on an Individual Case Basis as Special Service Arrangements pursuant to Section 6 of this tariff.

---

**SECTION 4 - SWITCHED ACCESS SERVICE, (CONT'D)****4.2 Provision and Description of Switched Access Service Arrangements, (cont'd)****4.2.2 Manner of Provision**

Trunks used for Switched Access Service may be configured for one-way (either originating only or terminating only) or for two-way directionality. It is the Customer's responsibility to provide the Company with a usage demand estimate for the first 3 months of service. This demand estimate should be included with the access order information.

**4.2.3 Call Types**

The following Switched Access Service call types are available:<sup>1</sup>

- A. Originating 101XXXX (FGD) Access
- B. Originating 800 Switched Access
- C. Terminating Switched Access

**4.2.4 Originating 101XXXX Switched Access**

The access code for Switched Access is a uniform access code of the form 101XXXX. A single access code will be the assigned number of all Switched Access provided to the Customer by the Company. When the access code is used, Switched Access also provides for dialing the digit 0 for access to the Customer's operator service and/or the end of dialing digit (#) for cut-through access to the Customer's premises. Originating service may also be available on a presubscription basis whereby the access code is not required (i.e., "1+" dialing).

<sup>1</sup> Other supported call types may include 500/700/900 access.

---

**SECTION 4 - SWITCHED ACCESS SERVICE, (CONT'D)****4.2 Provision and Description of Switched Access Service Arrangements, (cont'd)****4.2.5 Originating 800 Switched Access**

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

**4.2.6 Terminating Switched Access**

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

**4.3 Reports and Testing**

4.3.1 Design Layout Report: At the request of the Customer, the Company will provide to the Customer the makeup of the facilities and services provided from the Customer's Premises to the first point of switching.

4.3.2 Acceptance Testing: At no additional charge, the Company will, at the Customer's request, cooperatively test, at the time of installation, the following parameters: loss, C-notched noise, C-message noise, 3-tone slope, d.c. continuity (if applicable) and operational signaling.

---

## SECTION 5 - SWITCHED ACCESS RATES

### 5.1 General

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

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

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

---

**SECTION 5 - SWITCHED ACCESS RATES, (CONT'D)****5.2 Application of Rates**

Originating 101XXXX/8NN Switched Access: Usage rates will apply to the total number of recorded minutes of use during the billing period. Usage rates will apply to both Tandem Connect Access and Direct Connect Access as set forth in 5.4.2. In addition, non-recurring rates will apply to Tandem Connect Access, and non-recurring and monthly recurring rates will apply to Direct Connect Access. These non-recurring and monthly recurring rates will be developed on an individual case basis (see Section 8).

Terminating Switched Access: Usage rates will apply to the total number of recorded minutes of use during the billing period. Usage rates will apply to both Tandem Connect Access and Direct Connect Access as set forth in 5.4.2. In addition, non-recurring rates will apply to Tandem Connect Access, and non-recurring and monthly recurring rates will apply to Direct Connect Access. These non-recurring and monthly recurring rates will be developed on an individual case basis (see Section 8).

Originating 8NN Switched Access Query: In addition to all other applicable usage charges, a data base query charge will apply per originating 8NN message.

---

**SECTION 5 - SWITCHED ACCESS RATES, (CONT'D)****5.3 Billing of Access Minutes**

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

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

---

**SECTION 5 - SWITCHED ACCESS RATES, (CONT'D)****5.4 Rates and Charges****5.4.1 Non-Recurring and Monthly Recurring Charges**

- |    |   |             |             |
|----|---|-------------|-------------|
| A. | Access Order Charge   |             | ICB         |
| B. | Service Implementation/Installation Charge                      |             |             |
| 1. | Direct Connect Access:  |             |             |
|    | First   | <u>DS-1</u> | <u>DS-3</u> |
|    |   | ICB         | ICB         |
|    | Each Additional (same ASR as First)                             | ICB         | ICB         |
| 2. | Tandem Connect Access:  |             |             |
|    | Switched Trunk Installation (per trunk or signaling connection) |             |             |
|    | First   |             | ICB         |
|    | Each Additional (same ASR as First)                             |             | ICB         |
| C. | Monthly Recurring Charges                                       |             |             |
| 1. | Direct Connect Access:  |             |             |
|    |   | <u>DS-1</u> | <u>DS-3</u> |
|    |   | ICB         | ICB         |
| 2. | Tandem Connect Access or Switched Transport:                    |             |             |
|    | <i>Not Applicable</i>   |             |             |

**SECTION 5 - SWITCHED ACCESS RATES, (CONT'D)****5.4 Rates and Charges, (cont'd)****5.4.2 Switched Access**

Originating 101XXXX Switched Access:

| LATA | Rate per MOU          |                       |
|------|-----------------------|-----------------------|
|      | Tandem Connect        | Direct Connect        |
| All  | \$0.004923 per minute | \$0.003770 per minute |

Originating 8NN Switched Access:

| LATA | Rate per MOU          |                       |
|------|-----------------------|-----------------------|
|      | Tandem Connect        | Direct Connect        |
| All  | \$0.004923 per minute | \$0.003770 per minute |

Terminating Switched Access:

| LATA | Rate per MOU          |                       |
|------|-----------------------|-----------------------|
|      | Tandem Connect        | Direct Connect        |
| All  | \$0.004923 per minute | \$0.003770 per minute |

Originating 8NN Switched Access Query (in addition to all other applicable usage charges):

| LATA | Rate per Query |                |
|------|----------------|----------------|
|      | Tandem Connect | Direct Connect |
| All  | \$0.0100       | \$0.0100       |

---

**SECTION 6 - MISCELLANEOUS CHARGES**

**6.1 PIC Change Charge**

Nonrecurring Charges IntraLATA Presubscription Change Charge

The IntraLATA Presubscription Change Charge shall be applied as follows:

Per business:

- Manual Process \$5.50
- Electronic Process \$1.25

---

**SECTION 6 - MISCELLANEOUS CHARGES, (CONT'D)****6.2 Billing Name and Address****6.2.1 Service Description**

Billing Name and Address (BNA) service provides account detail of the Company's customers to interexchange carriers, operator service providers, enhanced service providers, and any other provider of intrastate telecommunications services.

**6.2.2 General**

- A. Upon acceptance of an order for BNA service, the Company will furnish account detail for each working number submitted. Account detail consists of current data base information including the end user's billing name and billing address.
- B. Only current information which resides in the Company's data base will be provided. Customers ordering BNA service must accept BNA account detail on an "as is" basis.
- C. The Company will specify the location where requests for BNA service are to be received, and the format in which the requests are to be provided.
- D. The subscribing customer must agree that BNA information will not be resold or otherwise provided to any other person, corporation, partnership or entity, other than Customer's authorized billing agent, and that Billing Name and Address shall be used by Customer or Customer's authorized billing agent solely for billing its customers for using Customer's telecommunications services.

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**SECTION 6 - MISCELLANEOUS CHARGES, (CONT'D)**

**6.2 Billing Name and Address (Cont'd)**

**6.2.2 General (Cont'd)**

- E. For calling card calls and collect and third party billed calls, Billing Name and Address for ANI service is not available on accounts of nonpublished/unlisted end users who, by request to the Company (which request may be submitted at any time), have specified that such information not be released.
- F. Manual Request
  - 1. The Company will provide BNA via manual request procedures.
  - 2. BNA service information will be provided by the Company in standard paper format via facsimile or first class U.S. mail.
  - 3. Wherever possible, the Company will provide Billing Name and Address for ANI data no later than ten (10) business days from the date of receipt of the customer's request. Availability of data may be delayed if errors exist in the request received from the customer.
  - 4. In situations where the customer requests more than forty (40) BNA records on a single order, the Company will provide the requested BNA information in a time frame mutually agreed to by the customer and the Company.

---

**SECTION 6 - MISCELLANEOUS CHARGES, (CONT'D)****6.2 Billing Name and Address (Cont'd)****6.2.3 Rate Regulations**

The number of BNA records for which charges apply will be accumulated by the Company, and billed to the customer on a monthly basis at the rates set forth in 6.2.4 following.

**6.2.4 Rates and Charges**

BNA  
Request  
Manual

Billing Name and Address for ANI

|   |  |         |
|---|--|---------|
| - | Per Order                                    | \$50.00 |
| - | Per Record (in addition to per Order charge) | \$ 0.35 |

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**SECTION 7 - DEDICATED ACCESS SERVICE**

The Company provides intrastate Dedicated Access Service for use as a stand-alone service, or in connection with other Company services. Dedicated Access Services are offered on a point-to-point basis. Each Dedicated Access Service is dedicated to the Customer and the entire usable bandwidth for each service is available to the Customer for their exclusive use.

Pricing for all Dedicated Access Services is on an Individual Case Basis (ICB).

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**SECTION 8 - SPECIAL ARRANGEMENTS****8.1 Individual Case Basis (ICB) Arrangements**

Arrangements will be developed on an Individual Case Basis (ICB) in response to a bona fide special request from a Customer or prospective Customer to develop a competitive bid for a service, or to establish rates for services for which the Company has not yet established generically tariffed rates. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis.

**8.2 Contracts**

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

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

## **EXHIBIT 3**

### **Description of Services**

Cbeyond Communications, LLC ("Cbeyond") is seeking authority to provide local exchange telecommunication services to small to medium business customers in all exchanges of AT&T Ohio.

**EXHIBIT 4**  
**Description of Proposed Market Area**

Cbeyond will offer its local exchange telecommunications services in the service territories of AT&T Ohio.

## **EXHIBIT 5**

### **Explanation of How the Proposed Services in the Proposed Market Area are in the Public Interest**

Grant of this Application will further the public interest by expanding the availability of competitive telecommunications services in the State of Ohio. In addition, intrastate offering of these services is in the public interest because the services will provide customers with access to new technologies and service choices and can permit customers to achieve increased efficiencies and cost savings. Cbeyond's entry into the intrastate telecommunications services market thereby will enhance materially the telecommunications infrastructure in the State of Ohio and will facilitate economic development.

In particular, customers will benefit both directly, through the use of the competitive services to be offered by Cbeyond, and indirectly because the presence of Cbeyond in this market will increase the incentives for other telecommunications providers to operate more efficiently, offer more innovative services, reduce their prices, and improve their quality of service. Grant of the instant Application will enhance further the service options available to business customers for the reasons set forth above.

## **EXHIBIT 6**

### **Description of the Class of Customers that the Applicant Intends to Serve**

Cbeyond intends to provide local exchange telecommunications services to small to medium business customers.

**EXHIBIT 7**

**Evidence of Registration with the Ohio Department of Taxations**

See attached letter.



Date

COLUMBUS | CLEVELAND  
CINCINNATI-DAYTON

BRICKER & ECKLER LLP  
100 South Third Street  
Columbus, Ohio 43215-4291  
MAIN: 614.227.2300  
FAX: 614.227.2390

www.bricker.com  
info@bricker.com

Thomas J. O'Brien  
614.227.2335  
tobrien@bricker.com

Ohio Department of Taxation  
Public Utilities Section,  
Personal Property Division  
P.O. Box 530  
Columbus, Ohio 43266-0030

**Re: Cbeyond Communications, LLC**

Dear Sir:

This letter will confirm that Cbeyond Communications, LLC. will be operating in Ohio once the Public Utilities Commission of Ohio ("PUCO") approves its application to provide local exchange service in various parts of Ohio. In accordance with the registration/application process established by the PUCO, approval is expected to occur approximately within the next three months. Its address and the contact are:

Andrew Hammons  
Senior Director – Tax Accounting  
Cbeyond Communications, LLC  
320 Interstate North Parkway  
Atlanta, GA 30339  
Telephone: (678) 370-2534

Very truly yours,

Thomas J. O'Brien

**EXHIBIT 8**  
**Ohio Secretary of State Certification of Good Standing**

See attached.

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

***I, Jennifer Brunner, do hereby certify that I am the duly elected, qualified and present acting Secretary of State for the State of Ohio, and as such have custody of the records of Ohio and Foreign business entities; that said records show CBEYOND COMMUNICATIONS, LLC, a Delaware Limited Liability Company, Registration Number 1172142, filed on July 28, 2000, is currently in FULL FORCE AND EFFECT upon the records of this office.***



*Witness my hand and the seal of the  
Secretary of State at Columbus, Ohio  
this 5th day of May, A.D. 2008*

A handwritten signature in cursive script, reading "Jennifer Brunner".

Ohio Secretary of State

Validation Number: V2008125ME247E

**EXHIBIT 9**  
**Executive Summary of**  
**Cbeyond Communications LLC's Financial Information**

Cbeyond submits selected excerpts from the financials of its parent company Cbeyond, Inc. (SEC 10K) as December 31, 2007 demonstrating Cbeyond's more than sufficient resources to provide service in the Ohio.

**EXHIBIT 10**  
**Financial Statements**

The attached selected excerpts from the 10K of Cbeyond, Inc. provide extensive financial information for the calendar year ending December 31, 2007.

Because Cbeyond, Inc. is subject to the Securities and Exchange Commission regulations, it is not authorized to provide pro forma information. However, the attached excerpts from the 10K should be more than sufficient for the Public Utilities Commission of Ohio to determine that Cbeyond has more than the adequate financial viability and ability to provide the services set forth in the application.

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**  
Washington, D.C. 20549

**FORM 10-K**

☒ **ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the fiscal year ended December 31, 2007

OR

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from \_\_\_\_\_ to \_\_\_\_\_.

Commission file number 000-51588

**CBEYOND, INC.**

(Exact name of registrant as specified in its charter)

Delaware  
(State or other jurisdiction of  
incorporation or organization)

59-3636526  
(I.R.S. Employer  
Identification No.)

320 Interstate North Parkway, Suite 500  
Atlanta, Georgia  
(Address of principal executive offices)

30339  
(Zip Code)

Registrant's telephone number, including area code: (678) 424-2400

Securities registered pursuant to 12(b) of the Act:

Common Stock, \$0.01 par value  
(Title of Class)

☐ Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes ☒ No

☐ Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Exchange Act. Yes No ☒

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K. ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer ☒ Accelerated filer ☐ Non-accelerated filer ☐ Smaller reporting company ☐  
(Do not check if a smaller reporting company)

As of June 30, 2007, the aggregate market value of the common stock held by non-affiliates of the registrant was \$913,176,886 based on a closing price of \$38.51 on the Nasdaq Global Market on such date.

Indicate the number of shares outstanding of each of the issuer's classes of common stock, as of the latest practicable date.

Title of Class  
Common Stock, \$0.01 par value

Number of Shares Outstanding on February 27, 2008  
28,680,922

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### Item 6. Selected Financial Data

You should read the following selected consolidated financial data in conjunction with our consolidated financial statements and related notes thereto and with "Management's Discussion and Analysis of Financial Condition and Results of Operations" included elsewhere in this report. The statement of operations data for the years ended December 31, 2007, 2006 and 2005, and the balance sheet data as of December 31, 2007 and 2006, are derived from, and are qualified by reference to, the audited financial statements and notes thereto included elsewhere in this Form 10-K. The statement of operations data for the years ended December 31, 2004 and 2003, and the balance sheet data as of December 31, 2005, 2004 and 2003, are derived from the audited financial statements not included herein. Historical results are not necessarily indicative of results to be expected in the future.

|  | Year Ended December 31, |                 |                 |                    |                    |
|--|-------------------------|-----------------|-----------------|--------------------|--------------------|
|  | 2007                    | 2006            | 2005            | 2004               | 2003               |
|  | (dollars in thousands)  |                 |                 |                    |                    |
| <b>Statement of Operations Data:</b>   |                         |                 |                 |                    |                    |
| Revenue  | \$280,034               | \$213,886       | \$159,097       | \$113,311          | \$ 65,513          |
| Operating expenses:  |                         |                 |                 |                    |                    |
| Cost of revenue (exclusive of \$21,732, \$21,463, \$20,038, \$17,611 and \$12,947 depreciation and amortization, respectively)                 | 84,459                  | 64,294          | 47,161          | 31,725             | 21,815             |
| Selling, general and administrative (exclusive of \$9,074, \$5,733, \$4,122, \$5,036, and \$8,324 depreciation and amortization, respectively) | 153,456                 | 114,408         | 86,453          | 65,159             | 48,085             |
| Public offering expenses   | 2                       | 945             | —               | 1,103              | —                  |
| Depreciation and amortization  | 30,806                  | 27,196          | 24,160          | 22,647             | 21,271             |
| Total operating expenses   | 268,723                 | 206,843         | 157,774         | 120,634            | 91,171             |
| Operating income (loss)  | 11,311                  | 7,043           | 1,323           | (7,323)            | (25,658)           |
| Other income (expense):  |                         |                 |                 |                    |                    |
| Interest income  | 2,700                   | 1,919           | 1,325           | 637                | 715                |
| Interest expense   | (252)                   | (163)           | (2,424)         | (2,788)            | (2,333)            |
| Gain from write-off of carrying value in excess of principal   | —                       | —               | 4,060           | —                  | —                  |
| Loss on disposal of property and equipment   | (1,164)                 | (601)           | (539)           | (1,746)            | (1,986)            |
| Other income (expense), net  | —                       | 12              | (9)             | (236)              | (220)              |
| Income (loss) before income taxes  | 12,595                  | 8,210           | 3,736           | (11,456)           | (29,482)           |
| Income tax benefit (expense)   | 8,903                   | (430)           | —               | —                  | —                  |
| Net income (loss)  | <u>\$ 21,498</u>        | <u>\$ 7,780</u> | <u>\$ 3,736</u> | <u>\$ (11,456)</u> | <u>\$ (29,482)</u> |

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|   | As of or for the Year Ended December 31,               |           |           |            |            |
|---|--|-----------|-----------|------------|------------|
|   | 2007   | 2006      | 2005      | 2004       | 2003       |
|   | (dollars in thousands, except per share data and ARPU) |           |           |            |            |
| <b>Balance Sheet Data (at period end):</b>          |  |           |           |            |            |
| Cash and cash equivalents                           | \$ 56,174  | \$ 34,113 | \$ 27,752 | \$ 22,860  | \$ 5,127   |
| Marketable securities                               | —  | 9,995     | 10,170    | 14,334     | 21,079     |
| Working capital                                     | 21,071   | 15,903    | 13,203    | 8,776      | 2,240      |
| Total assets  | 198,362  | 144,393   | 114,832   | 99,203     | 87,048     |
| Long-term debt, including current portion           | —  | —         | —         | 70,331     | 67,628     |
| Convertible preferred stock                         | —  | —         | —         | 78,963     | 54,835     |
| Stockholders' equity (deficit)                      | 127,318  | 91,108    | 74,586    | (73,573)   | (55,311)   |
| <b>Other Financial Data:</b>                        |  |           |           |            |            |
| Capital expenditures (1)                            | 57,534   | 43,867    | 29,766    | 23,741     | 26,205     |
| Net cash provided by (used in) operating activities | 61,808   | 43,660    | 29,647    | 13,468     | (5,895)    |
| Net cash provided by (used in) investing activities | (45,089)   | (41,294)  | (17,473)  | (3,512)    | 4,625      |
| Net cash provided by (used in) financing activities | 5,342  | 3,995     | (7,282)   | 7,777      | 927        |
| Net income (loss) per common share, basic           | \$ 0.77  | \$ 0.29   | \$ (1.16) | \$(143.71) | \$(310.75) |
| Net income (loss) per common share, diluted         | \$ 0.72  | \$ 0.27   | \$ (1.16) | \$(143.71) | \$(310.75) |
| Weighted average common shares outstanding, basic   | 27,837   | 26,951    | 4,159     | 129        | 115        |
| Weighted average common shares outstanding, diluted | 29,989   | 28,971    | 4,159     | 129        | 115        |
| <b>Non-GAAP Financial Data:</b>                     |  |           |           |            |            |
| Total adjusted EBITDA (2)                           | \$ 52,108  | \$ 39,539 | \$ 25,807 | \$ 16,802  | \$ (4,366) |
| Average monthly revenue per customer location       | \$ 748   | \$ 747    | \$ 756    | \$ 774     | \$ 771     |

- (1) Represents cash and non-cash purchases of property and equipment on a combined basis.
- (2) Adjusted EBITDA is not a substitute for operating income, net income, or cash flow from operating activities as determined in accordance with generally accepted accounting principles, or GAAP, as a measure of performance or liquidity. See "Non-GAAP Financial Measures" for our reasons for including adjusted EBITDA data in this report and for material limitations with respect to the usefulness of this measurement. The following table sets forth a reconciliation of total adjusted EBITDA to net income (loss):

|  | Year Ended December 31, |                 |                 |                   |                   |
|--|-------------------------|-----------------|-----------------|-------------------|-------------------|
|  | 2007                    | 2006            | 2005            | 2004              | 2003              |
| <b>Reconciliation of total adjusted EBITDA to net income (loss):</b> |                         |                 |                 |                   |                   |
| Total adjusted EBITDA for reportable segments                        | \$ 52,108               | \$ 39,539       | \$ 25,807       | \$ 16,802         | \$ (4,366)        |
| Depreciation and amortization  | (30,806)                | (27,196)        | (24,160)        | (22,647)          | (21,271)          |
| Non-cash share-based compensation                                    | (9,989)                 | (4,355)         | (324)           | (375)             | (21)              |
| Public offering expenses   | (2)                     | (945)           | —               | (1,103)           | —                 |
| Interest income  | 2,700                   | 1,919           | 1,325           | 637               | 715               |
| Interest expense   | (252)                   | (163)           | (2,424)         | (2,788)           | (2,333)           |
| Gain from write-off of carrying value in excess of principal         | —                       | —               | 4,060           | —                 | —                 |
| Loss on disposal of property and equipment                           | (1,164)                 | (601)           | (539)           | (1,746)           | (1,986)           |
| Other income (expense), net  | —                       | 12              | (9)             | (236)             | (220)             |
| Income (loss) before income taxes                                    | 12,595                  | 8,210           | 3,736           | (11,456)          | (29,482)          |
| Income tax benefit (expense)   | 8,903                   | (430)           | —               | —                 | —                 |
| Net income (loss)  | <u>\$ 21,498</u>        | <u>\$ 7,780</u> | <u>\$ 3,736</u> | <u>\$(11,456)</u> | <u>\$(29,482)</u> |

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### CBEYOND, INC. AND SUBSIDIARIES CONSOLIDATED BALANCE SHEETS (Amounts in thousands, except per share amounts)

|   | December 31,      |                   |
|---|-------------------|-------------------|
|   | 2007              | 2006              |
| <b>Assets</b>   |                   |                   |
| Current assets:   |                   |                   |
| Cash and cash equivalents   | \$ 56,174         | \$ 34,113         |
| Marketable securities   | —                 | 9,995             |
| Accounts receivable, gross  | 26,149            | 21,181            |
| Less: Allowance for doubtful accounts   | (2,983)           | (2,586)           |
| Accounts receivable, net  | 23,166            | 18,595            |
| Prepaid expenses  | 4,793             | 4,046             |
| Inventory   | 2,861             | 811               |
| Deferred tax asset, net   | 3,292             | —                 |
| Other assets  | 1,235             | 968               |
| Total current assets  | 91,521            | 68,528            |
| Property and equipment, gross   | 236,254           | 181,938           |
| Less: Accumulated depreciation  | (137,900)         | (109,148)         |
| Property and equipment, net   | 98,354            | 72,790            |
| Restricted cash equivalents   | 1,135             | 1,020             |
| Non-current deferred tax asset, net   | 6,331             | —                 |
| Other non-current assets  | 1,021             | 2,055             |
| Total assets  | <u>\$ 198,362</u> | <u>\$ 144,393</u> |
| <b>Liabilities and Stockholders' Equity</b>   |                   |                   |
| Current liabilities:  |                   |                   |
| Accounts payable  | \$ 12,983         | \$ 7,538          |
| Accrued telecommunications costs  | 17,341            | 14,644            |
| Deferred customer revenue   | 9,045             | 7,260             |
| Other accrued liabilities   | 31,081            | 23,085            |
| Current portion of capital lease obligations  | —                 | 98                |
| Total current liabilities   | <u>70,450</u>     | <u>52,625</u>     |
| Other non-current liabilities   | 594               | 660               |
| Stockholders' equity:   |                   |                   |
| Common stock, \$0.01 par value; 50,000 shares authorized; 28,208 and 27,419 shares issued and outstanding, respectively | 282               | 274               |
| Preferred stock, \$0.01 par value; 15,000 shares authorized; no shares issued and outstanding                           | —                 | —                 |
| Deferred stock compensation   | —                 | (22)              |
| Additional paid-in capital  | 253,534           | 238,852           |
| Accumulated deficit   | (126,498)         | (147,996)         |
| Total stockholders' equity  | <u>127,318</u>    | <u>91,108</u>     |
| Total liabilities and stockholders' equity  | <u>\$ 198,362</u> | <u>\$ 144,393</u> |

See accompanying notes.

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## CBeyond, INC. AND SUBSIDIARIES CONSOLIDATED STATEMENTS OF OPERATIONS (Amounts in thousands, except per share data)

|   | Year Ended December 31, |                 |                   |
|---|-------------------------|-----------------|-------------------|
|   | 2007                    | 2006            | 2005              |
| <b>Revenue:</b>   |                         |                 |                   |
| Customer revenue  | \$273,907               | \$208,574       | \$154,883         |
| Terminating access revenue  | 6,127                   | 5,312           | 4,214             |
| Total revenue   | <u>280,034</u>          | <u>213,886</u>  | <u>159,097</u>    |
| <b>Operating expenses:</b>  |                         |                 |                   |
| Cost of revenue (exclusive of depreciation and amortization of \$21,732, \$21,463 and \$20,038 respectively, shown separately below)                  | 84,459                  | 64,294          | 47,161            |
| Selling, general and administrative (exclusive of depreciation and amortization of \$9,074, \$5,733 and \$4,122 respectively, shown separately below) | 153,456                 | 114,408         | 86,453            |
| Public offering expenses  | 2                       | 945             | —                 |
| Depreciation and amortization   | 30,806                  | 27,196          | 24,160            |
| Total operating expenses  | <u>268,723</u>          | <u>206,843</u>  | <u>157,774</u>    |
| Operating income  | 11,311                  | 7,043           | 1,323             |
| Other income (expense):   |                         |                 |                   |
| Interest income   | 2,700                   | 1,919           | 1,325             |
| Interest expense  | (252)                   | (163)           | (2,424)           |
| Gain from write-off of carrying value of debt in excess of principal  | —                       | —               | 4,060             |
| Loss on disposal of property and equipment  | (1,164)                 | (601)           | (539)             |
| Other income (expense), net   | —                       | 12              | (9)               |
| Income before income taxes  | 12,595                  | 8,210           | 3,736             |
| Income tax benefit (expense)  | 8,903                   | (430)           | —                 |
| Net income  | <u>\$ 21,498</u>        | <u>\$ 7,780</u> | <u>\$ 3,736</u>   |
| Dividends accreted on preferred stock   | —                       | —               | (8,550)           |
| Net income (loss) attributable to common shareholders   | <u>\$ 21,498</u>        | <u>\$ 7,780</u> | <u>\$ (4,814)</u> |
| <b>Net income (loss) per common share:</b>  |                         |                 |                   |
| Basic   | <u>\$ 0.77</u>          | <u>\$ 0.29</u>  | <u>\$ (1.16)</u>  |
| Diluted   | <u>\$ 0.72</u>          | <u>\$ 0.27</u>  | <u>\$ (1.16)</u>  |
| <b>Weighted average common shares outstanding:</b>  |                         |                 |                   |
| Basic   | 27,837                  | 26,951          | 4,159             |
| Diluted   | 29,989                  | 28,971          | 4,159             |

See accompanying notes.

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**CBEYOND, INC. AND SUBSIDIARIES**  
**CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY (DEFICIT)**  
(Amounts in thousands)

|   | <u>Common Stock</u> |                      | <u>Additional<br/>Paid-in<br/>Capital</u> | <u>Deferred<br/>Compensation</u> | <u>Accumulated<br/>Deficit</u> | <u>Total<br/>Stockholders'</u> |
|---|---------------------|----------------------|---|----------------------------------|--------------------------------|--------------------------------|
|   | <u>Shares</u>       | <u>Par<br/>Value</u> |   |                                  |                                | <u>Equity<br/>(Deficit)</u>    |
| Balance at December 31, 2004  | 132                 | \$ 1                 | \$ 78,598                                 | \$ (1,210)                       | \$ (150,962)                   | \$ (73,573)                    |
| Exercise of stock options   | 34                  | 1                    | 129                                       | —                                | —                              | 130                            |
| Share-based compensation for non-employees                              | —                   | —                    | 16  | (16)                             | —                              | —                              |
| Deferred stock compensation expense                                     | —                   | —                    | —   | 324                              | —                              | 324                            |
| Forfeiture of options   | —                   | —                    | (201)                                     | 201                              | —                              | —                              |
| Accretion of preferred dividends  | —                   | —                    | —   | —                                | (8,550)                        | (8,550)                        |
| Accretion of issuance costs   | —                   | —                    | (149)                                     | —                                | —                              | (149)                          |
| Issuance of common stock, net   | 6,848               | 69                   | 64,961                                    | —                                | —                              | 65,030                         |
| Issuance of common stock upon conversion of Preferred                   | 19,546              | 195                  | 87,443                                    | —                                | —                              | 87,638                         |
| Net income  | —                   | —                    | —   | —                                | 3,736                          | 3,736                          |
| Balance at December 31, 2005  | 26,560              | 266                  | 230,797                                   | (701)                            | (155,776)                      | 74,586                         |
| Exercise of stock options   | 854                 | 8                    | 4,190                                     | —                                | —                              | 4,198                          |
| Share-based compensation from options to employees                      | —                   | —                    | 4,227                                     | —                                | —                              | 4,227                          |
| Share-based compensation from restricted stock to employees             | 5                   | —                    | 106                                       | —                                | —                              | 106                            |
| Share-based compensation for non-employees                              | —                   | —                    | —   | 22                               | —                              | 22                             |
| Excess tax benefit from stock option exercises                          | —                   | —                    | 290                                       | —                                | —                              | 290                            |
| Elimination of deferred stock compensation relating to employee options | —                   | —                    | (657)                                     | 657                              | —                              | —                              |
| Adjustment to offering costs  | —                   | —                    | 5   | —                                | —                              | 5                              |
| Net income  | —                   | —                    | —   | —                                | 7,780                          | 7,780                          |
| Balance at December 31, 2006  | 27,419              | 274                  | 238,852                                   | (22)                             | (147,996)                      | 91,108                         |
| Exercise of stock options   | 767                 | 8                    | 4,779                                     | —                                | —                              | 4,787                          |
| Issuance of employee benefit plan stock                                 | 21                  | —                    | 759                                       | —                                | —                              | 759                            |
| Share-based compensation expense from options to employees              | —                   | —                    | 6,551                                     | —                                | —                              | 6,551                          |
| Share-based compensation from restricted stock to employees             | 1                   | —                    | 1,566                                     | —                                | —                              | 1,566                          |
| Share-based compensation for non-employees                              | —                   | —                    | 370                                       | 22                               | —                              | 392                            |
| Excess tax benefit from stock option exercises                          | —                   | —                    | 657                                       | —                                | —                              | 657                            |
| Net income  | —                   | —                    | —   | —                                | 21,498                         | 21,498                         |
| Balance at December 31, 2007  | <u>28,208</u>       | <u>\$282</u>         | <u>\$253,534</u>                          | <u>\$ —</u>                      | <u>\$ (126,498)</u>            | <u>\$ 127,318</u>              |

See accompanying notes.

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**CBeyond, Inc. and Subsidiaries**  
**Consolidated Statements of Cash Flows**  
(Amounts in thousands)

|   | Year Ended December 31, |           |           |
|---|-------------------------|-----------|-----------|
|   | 2007                    | 2006      | 2005      |
| <b>Operating Activities:</b>  |                         |           |           |
| Net income  | \$ 21,498               | \$ 7,780  | \$ 3,736  |
| Adjustments to reconcile net income to net cash provided by operating activities: |                         |           |           |
| Depreciation and amortization   | 30,806                  | 27,196    | 24,160    |
| Deferred tax benefit  | (9,623)                 | —         | —         |
| Provision for doubtful accounts   | 4,821                   | 3,629     | 3,468     |
| Loss on disposal of property and equipment  | 1,164                   | 601       | 539       |
| Interest expense offset by reduction in carrying value in excess of principal     | —                       | —         | (1,618)   |
| Gain from write-off of carrying value of debt in excess of principal              | —                       | —         | (4,060)   |
| Non-cash share-based compensation   | 9,989                   | 4,355     | 324       |
| Excess tax benefit relating to share-based payments                               | (657)                   | (290)     | —         |
| Changes in operating assets and liabilities:                                      |                         |           |           |
| Accounts receivable   | (9,392)                 | (11,536)  | (8,800)   |
| Inventory   | (2,050)                 | (811)     | —         |
| Prepaid expenses and other current assets   | (1,014)                 | (603)     | (1,861)   |
| Other assets  | 1,038                   | 1,242     | (2,454)   |
| Accounts payable  | 5,445                   | (1,826)   | 4,037     |
| Other liabilities   | 9,783                   | 13,923    | 12,176    |
| Net cash provided by operating activities   | 61,808                  | 43,660    | 29,647    |
| <b>Investing Activities:</b>  |                         |           |           |
| Purchases of property and equipment   | (54,969)                | (42,092)  | (21,329)  |
| Purchases of marketable securities  | (44,993)                | (65,929)  | (10,556)  |
| Redemption of marketable securities   | 54,988                  | 66,104    | 15,287    |
| Decrease (increase) in restricted cash equivalents and marketable securities      | (115)                   | 617       | (875)     |
| Proceeds on disposal of fixed assets  | —                       | 6         | —         |
| Net cash used in investing activities   | (45,089)                | (41,294)  | (17,473)  |
| <b>Financing Activities:</b>  |                         |           |           |
| Proceeds from long-term debt  | —                       | —         | 741       |
| Repayment of long-term debt and capital leases                                    | (98)                    | (284)     | (73,014)  |
| Proceeds from issuance of stock, net of issuance cost                             | —                       | —         | 65,006    |
| Equity issuance costs   | —                       | 5         | —         |
| Financing issuance costs  | (4)                     | (108)     | (145)     |
| Excess tax benefit relating to share-based payments                               | 657                     | 290       | —         |
| Proceeds from exercise of stock options   | 4,787                   | 4,092     | 130       |
| Net cash provided by (used in) financing activities                               | 5,342                   | 3,995     | (7,282)   |
| Net increase in cash and cash equivalents   | 22,061                  | 6,361     | 4,892     |
| Cash and cash equivalents at beginning of period                                  | 34,113                  | 27,752    | 22,860    |
| Cash and cash equivalents at end of period  | \$ 56,174               | \$ 34,113 | \$ 27,752 |
| <b>Supplemental disclosure:</b>   |                         |           |           |
| Interest paid   | \$ 127                  | \$ 119    | \$ 4,026  |
| Income taxes paid   | \$ 7                    | \$ 224    | \$ —      |
| Non-cash purchases of property and equipment                                      | \$ 2,565                | \$ 1,775  | \$ 8,437  |

See accompanying notes.

**EXHIBIT 11**  
**Documentation to Support Cash and Funding Sources**

Please refer to Exhibit 10 for documentation supporting Cbeyond's cash and funding sources.

## EXHIBIT 12

### Technical and Managerial Expertise

As demonstrated below, Cbeyond is well-qualified managerially, technically and financially to provide the competitive interexchange telecommunications services for which authority is requested in this Petition.

Cbeyond is managerially and technically qualified to operate as a provider of resold and facilities-based local exchange services and resold interexchange telecommunications services in New Jersey. Collectively, Cbeyond's officers have more than one hundred (100) years in the telecommunications industry, and have designed, managed, and/or operated advanced telecommunications facilities throughout the United States. As demonstrated by the executive profiles of Cbeyond's management team attached, several of Cbeyond's officers for many years were associated with Intermedia Communications, Inc., a highly successful facilities-based local exchange carrier. Each member of Cbeyond's management team will draw upon his or her own experience, as well as the collective experience of the entire management team, to ensure that Cbeyond is managed and operated efficiently and profitably.

Cbeyond is managed by persons with substantial technical expertise in operating telecommunications networks. This wealth of expertise will enable Cbeyond to provide its interexchange customers with advanced, state-of-the-art technology, for its telecommunications services.

Cbeyond's parent company, Cbeyond, Inc., is a holding company with Cbeyond as its only subsidiary. Therefore, Cbeyond, Inc. financial statements mirror that of the Petitioner. Attached please find a copy of the 10K filed by Cbeyond, Inc. at the Securities and Exchange Commission for the most recent year labeled Exhibit 9.

## **Technical and Managerial Expertise**

### **Short bio-sketches**

#### **James F. Geiger**

##### **Chairman and Chief Executive Officer**

As Chairman and Chief Executive Officer, James F. Geiger's vision and leadership have positioned Cbeyond to become an industry leading managed services provider that delivers integrated packages of voice, mobile and broadband to small businesses.

Prior to founding Cbeyond, Mr. Geiger was Senior Vice President and Chief Marketing Officer of Intermedia Communications, an integrated communications provider. He joined Intermedia after it acquired FiberNet, a metropolitan area network provider that he co-founded in 1993. While at Intermedia, he was also in charge of Digex, the company's complex web-hosting business division, until just prior to its carve-out IPO.

Before its acquisition, Mr. Geiger was President and Chief Executive Officer of Fibernet. In 1989, Mr. Geiger was a Co-founder of a predecessor Fibernet which was purchased by MFS, of Omaha, Nebraska in 1992.

In the 1980's Mr. Geiger held various sales and marketing management positions at Frontier Communications, Inc. He began his career at Price Waterhouse and received his bachelor's degree in public accounting and pre-law from Clarkson University.

Mr. Geiger served as Chairman of the Association for Local Telecommunications Services (ALTS), the facilities based carrier's national trade association from 2003-2005 and until recently served on the Board of Directors of Comptel after ALTS merger with Comptel. He is a member of the Marist School Board of Trustees in Atlanta and also serves on the Board of Directors of the Hands on Network, a national organization, based in Atlanta, which mobilizes volunteers and promotes civic engagement in communities across the United States.

In 2006, Mr. Geiger received AeA's Technology Entrepreneur of the year award, and Ernst & Young named him as a finalist for the Technology Entrepreneur of the Year in the SE region. Ernst & Young choose Mr. Geiger as the SE Regional Technology Entrepreneur of the Year in 2007 making him a finalist in the national competition taking place in November 2007.

#### **J. Robert Fugate**

##### **Executive Vice President and Chief Financial Officer**

J. Robert Fugate leads Cbeyond's financial and accounting operations, business development and investor relations, and is a founder of Cbeyond.

From 1988 until the founding of Cbeyond, Fugate served as chief financial officer for several telecommunications and technology companies. Those companies included Splitrock Services, Inc., a nationwide Internet and data network services provider, and Mobile Telecommunication Technologies Corp. (now SkyTel Communications Corp.), an international provider of wireless data services. While at these companies, Fugate oversaw numerous public securities offerings and other financial transactions.

## **Technical and Managerial Expertise**

### **Short bio-sketches**

Fugate was previously an investment banker at Prudential-Bache Securities. He began his career at Mobile Communications Corporation of America.

He received an MBA from Harvard University and a bachelor's degree from the University of Mississippi.

#### **Robert R. Morrice**

##### **Executive Vice President and President, Sales and Service**

Robert R. Morrice oversees the launch, sales and delivery of Cbeyond's products and services.

Most recently, Morrice was vice president of retail sales and an officer of Intermedia Communications, where he built one of the most successful CLEC sales forces in the nation. In four years under Morrice's leadership, Intermedia expanded its sales force from eight people to 800 and increased its offices from four to more than 50 nationwide. Morrice also guided all aspects of Intermedia's retail sales, generating more than \$650 million in annualized revenues.

Previously, Morrice developed sales efforts for Precision Systems, Inc., a Florida-based telecommunications software company. Earlier in his career, he was regularly promoted at Sprint Communications, where he began as a national account manager, then became a branch manager and eventually Southeast regional director.

Morrice has a bachelor's degree in social sciences from Campbell University and a master's degree in education psychology from Wayne State University.

#### **Richard J. Batelaan, P.E.**

##### **Vice President and Chief Operating Officer**

Richard J. Batelaan manages Cbeyond's operations units including customer care, field operations, systems operations, network operations, network planning, provisioning, service activation and ILEC relations.

Before joining Cbeyond in 2001, Batelaan was cofounder and chief operations officer of BroadRiver Communications, a provider of Voice over IP (VoIP), Internet access and VPN services. At BroadRiver, he directed seven operations units and developed plans for launching the company's bundled services in three markets.

Previously, Batelaan spent 12 years with BellSouth, a regional ILEC based in Atlanta. He started there as an engineer and moved up steadily through the company, serving in several different divisions. During the 1990s, Batelaan was promoted to director of technical support for BellSouth Business Systems and later was named director of operations for that group's data customer support center. Eventually, Batelaan moved to the Internet services arm of the company, BellSouth.net, where he served in numerous roles including director of network operations, director of engineering, vice president of operations, and chief operations officer.

## **Technical and Managerial Expertise**

### **Short bio-sketches**

Batelaan holds a bachelor's degree in electrical engineering from Georgia Institute of Technology and a master's degree in information networking from Carnegie-Mellon University.

#### **Christopher C. Gatch**

##### **Vice President and Chief Technical Officer**

Christopher C. Gatch is responsible for Cbeyond's Engineering department as well as on-going network technology research and development. He has worked at Cbeyond since its inception in 1999. He began as vice president of business development, later becoming vice president of product development, vice president of engineering, and now chief technology officer.

Prior to his arrival at Cbeyond, Gatch worked at Intermedia Communications, where his last role was senior director of strategic marketing. In this capacity, he focused on research and development of Voice Over IP alternatives for the company.

Gatch has a bachelor's degree in computer engineering from Clemson University and a master's degree in the management of technology from the Georgia Institute of Technology. He also serves on the board of the SIP Forum, an organization dedicated to advancing the adoption of products and services based on the Session Initiation Protocol.

#### **Joseph A. Oesterling**

##### **Vice President and Chief Information Officer**

Joseph A. Oesterling is responsible for the development and support of all of Cbeyond's operational support systems (OSS). He also provides executive oversight for Cbeyond's Human Resources, Billing Operations, and Business Intelligence functions. His team at Cbeyond has created a next-generation OSS featuring a high degree of flow-through provisioning and an industry leading customer self-service Web site CbeyondOnline™.

Before joining Cbeyond, Oesterling held leadership roles in information technology with Capital One, Security Capital Group, Booz-Allen & Hamilton, Sony and IBM.

Mr. Oesterling is very active in the Atlanta community serving on the Board of Directors for Consumer Credit Counseling Services of Greater Atlanta ([www.cccsatl.org](http://www.cccsatl.org)), TechBridge ([www.techbridge.org](http://www.techbridge.org)), and Synchronicity Performance Group ([www.synchrotheatre.com](http://www.synchrotheatre.com)) while serving on the Advisory Board for the Georgia CIO Leadership Association.

Mr. Oesterling holds an MBA from the University of Texas at Austin and a Bachelor of Science degree in computer science from Purdue University.

## **Technical and Managerial Expertise**

### **Short bio-sketches**

#### **Brooks A. Robinson**

##### **Vice President and Chief Marketing Officer**

Brooks A. Robinson leads Cbeyond's marketing organization, including business strategy, product marketing, sales operations and communications. He also has held leadership roles in operations and channel development at Cbeyond.

Prior to joining Cbeyond, Robinson worked for Cambridge Strategic Management Group (CSMG), a strategy consulting firm in Boston. While at CSMG, he managed consulting engagements that focused on strategy development and business case due diligence for the telecom and high tech sectors.

Previously, Robinson managed consulting engagements for Deloitte Consulting in Toronto and held various engineering positions at Nortel Networks in Ottawa.

Robinson is the board chair of The Edge Connection ([www.theedgeconnection.com](http://www.theedgeconnection.com)), a not-for-profit organization that offers an in-depth and affordable entrepreneurial training program designed for low- to moderate-income individuals aspiring to start or expand a business.

He holds a bachelor of applied science degree in electrical engineering and management science from the University of Waterloo (Canada) and the University of Queensland (Australia).

#### **Kurt J. Abkemeier**

##### **Vice President, Finance and Treasurer**

Kurt J. Abkemeier, Vice President, Finance and Treasurer for Cbeyond, is responsible for the finance, treasury and investor relations departments.

Prior to joining Cbeyond, Abkemeier was Director of Finance and Strategic Planning for AirGate PCS, Inc., a regional wireless telecommunications service provider and Sprint affiliate. Abkemeier also held various senior management positions within telecommunications-related companies and was a senior sell-side research analyst at JP Morgan & Co. analyzing telecommunications companies.

Abkemeier graduated with a Bachelor of Science degree in Applied Economics from Cornell University.

#### **N. Brent Cobb**

##### **Vice President, Product Management and General Manager, Mobile**

As vice president, N. Brent Cobb is responsible for Cbeyond's service offerings, product management, new product development, and mobile business.

Previously, he was the executive vice president of strategy and business development at SK-EarthLink, a joint venture between SK Telecom of South Korea and EarthLink. He created the business case for the joint venture, helped secure \$440 million of funding and established the venture in the United States.

## **Technical and Managerial Expertise**

### **Short bio-sketches**

Before joining SK-EarthLink, Mr. Cobb added marketing, sales, and operations to his role as vice president of EarthLink Wireless to become the group's general manager. This position involved the development and growth of EarthLink's Internet-enabled wireless device business through product and access partnerships with some of the leading companies in the wireless space including Verizon Wireless, Sprint PCS, Cingular, Sony, Motorola, Research In Motion, and Palm.

Mr. Cobb began working with EarthLink as a management consultant for Scott, Madden & Associates and later joined EarthLink's corporate strategy group.

He started his career at Westinghouse's Distribution and Control Business Unit where he drove marketing and sales programs for power distribution equipment and machine control devices.

He holds a bachelor's degree in mechanical engineering from Clemson University and a master's degree in business, focusing on international finance, from the Goizueta Business School at Emory University.

#### **Mary N. Ford**

##### **Vice President, Marketing**

Mary N. Ford is responsible for corporate communications, sales training and sales operations in her role as Vice President of Marketing for Cbeyond.

Prior to joining Cbeyond, Ms. Ford held a senior management position in the Mass Markets Division of MCI WorldCom. In this role, she managed product development efforts for the company's local phone service offering; the Specialty Brands suite of products, including 1-800-COLLECT; and online sales and service. She began her career as a senior consultant for Andersen Consulting.

Ms. Ford is a current member of the Holy Spirit Catholic Church and a pace group leader for the Galloway Marathon Training group's Atlanta Chapter. She serves as a board member for Dress for Success Atlanta, and holds memberships with the Technology Association of Georgia, Women In Technology, and the Atlanta Telecom Professionals. Ms. Ford also is a founding member of the Cbeyond Women's Network.

She holds a Bachelor of Arts degree in Economics from the University of Virginia and a Master of Arts degree in Telecommunications from George Washington University.

#### **Cleveland A. Lewis**

##### **Vice President, Sales**

As vice president of sales, Cleveland A. Lewis is responsible for Cbeyond's direct sales force. Most recently, Lewis served as regional vice president of direct sales after proving instrumental in the development and implementation of Cbeyond's sales methodology. Prior to this, Lewis held several leadership roles within Cbeyond, including vice president of the Denver market as well as director of New Markets, where he was responsible for the launch of the Atlanta, Dallas and Denver offices.

## **Technical and Managerial Expertise**

### **Short bio-sketches**

Prior to joining Cbeyond, Lewis was regional sales director for MCI Direct and PST, Inc., a marketing firm for MCI. Lewis also served as regional sales director with Prism Communications, a national DSL provider, and as a Global Account Manager for USA.net, a leading provider in advanced messaging.

Lewis is a graduate of Brandeis University with a bachelor's degree in Social Sciences and African American Studies.

#### **Henry C. Lyon**

##### **Vice President and Chief Accounting Officer**

Prior to joining Cbeyond, Lyon was Vice President and Corporate Controller, Chief Accounting Officer for World Access, Inc., a provider of international long distance service focused on markets in Europe. Lyon also held positions as Vice President and Corporate Controller for Nova Corporation; principle for Broadstreet Development Company, LLC and audit manager for Ernst & Young, LL.

Lyon graduated from the University of Georgia in 1986 with a Bachelor of Business Administration in Accounting.

#### **Joan L. Tolliver**

##### **Vice President of Human Resources**

Joan L. Tolliver has been instrumental in the development and growth of the HR function within Cbeyond. Since joining Cbeyond in 2000, the company has grown from 35 to more than 1,000 employees. Her responsibilities include the design and administration of compensation and benefits; employee relations; recruitment & staffing; management and compliance training; and facilities management.

Previously, Ms. Tolliver set up and ran the HR Department at Dallas-based NexTrend, Inc. She began her HR career at Intermedia Communication as the Director of HR, where during her tenure, the company grew from 26 to more than 900 employees. She is experienced in the education field as both an educator and school counselor.

Ms. Tolliver is a member of the Society for Human Resource Management, SHRM Atlanta, and a member of the board of directors for two non-profits, Sophia Academy and Tapestri.

She has a bachelor's degree in education from the University of North Dakota and a master's degree in education from the University of Texas, where she also completed the course work for a master's degree in counseling. Additionally, Ms. Tolliver has an HR Professional Certification from SHRM.

#### **Terry S. Trout**

##### **Vice President, Customer Experience**

Terry S. Trout brings more than 25 years of leadership experience to her role as vice president of customer experience for Cbeyond where she champions the customer experience strategically across

## Technical and Managerial Expertise

### Short bio-sketches

the organization aligning cross-departmental initiatives to ensure the highest level of customer satisfaction. Through motivation, metrics and mechanics, these initiatives have resulted in a 99-percent monthly customer retention rate and a customer referral rate of greater than 30-percent.

Previously, Ms. Trout was responsible for customer care, service delivery, technical support, collections and operations training. Ms. Trout led the development of CbeyondOnline™, an online account management tool that simplifies bill payment and gives customers complete control of their account. She also launched Cbeyond's community service program enabling Cbeyond employees to give back to the communities where they work and live.

Prior to joining Cbeyond, Ms. Trout was vice president of marketing communications for Intermedia Communications, an integrated communications provider. Previously, she was vice president of East Coast operations and corporate marketing for Marcone Appliance Parts Center, the nation's fastest-growing distributor of repair parts. In this role, Ms. Trout helped lead the company's start-up, acquisition and restructuring initiatives.

Ms. Trout is actively involved in a variety of leadership and mentoring activities. She founded Cbeyond's Women's Network, an organization designed to foster professional development for Cbeyond women through a variety of educational sessions and networking events. She holds board positions at The Sullivan Center and with WIT – Women in Technology. Additionally, Ms. Trout is a mentor for WEDA (Women's Economic Development Association), and an active associate of the Marist School Communications Committee and her parish, Holy Spirit Catholic Church's, Liturgy Committee.

Ms. Trout was chosen as one of Atlanta Women Magazine's Top 25 Power Women to Watch in 2006, which recognized her contribution to community and leadership activities. She was also a finalist in the Women in Technology (WIT) Woman of the Year award in 2006, and won the award in 2007.

Ms. Trout has a bachelor's degree from Quincy University in Quincy, Illinois, and an MBA from Southern Illinois University.

#### **Minaz K. Vastani**

##### **Vice President of Operations Support Systems**

In his role as Vice President of Operations Support Systems (OSS) at Cbeyond, Minaz K. Vastani is responsible for the development and enhancement of Cbeyond's next generation OSS ecosystem, which includes CRM, eCommerce, EAI, service management and business intelligence systems. Since joining Cbeyond in 2000, he has built a team of talented directors, managers and engineers and developed a superior OSS, which is a distinct strategic advantage for the organization.

Prior to joining Cbeyond, Mr. Vastani worked for Verizon (formerly GTE Corp) where he was responsible for developing online customer self service channels for Verizon's domestic and international subsidiaries. In this role, he led a team of 25 software engineers on four strategic,

## Technical and Managerial Expertise

### Short bio-sketches

mission critical ecommerce projects budgeted at \$8 million. He was recognized for his contribution to the organization by receiving the Leslie Warner Award for Technical Innovation for GTE.com.

Mr. Vastani began his career at FedEx's STAR Center, a research arm of FedEx focused on delivering innovative solutions to the enterprise.

He holds a Bachelors and Masters degree in Computer Engineering from the University of Texas at Austin, where he graduated with high honors in both programs. Mr. Vastani actively gives back to the community through his affiliation with TechBridge, Technology Association of Georgia, Hands On Network and TiE Atlanta.

#### **William H. Weber**

##### **Chief Administrative Officer**

Mr. Weber joined Cbeyond in early 2006 as the company's first in house counsel. Today, as Chief Administrative Officer, he leads Cbeyond's Legal, Regulatory and Human Resources Departments.

Prior to joining Cbeyond, Mr. Weber was the Vice President, Regulatory Affairs & Operations, at Covad Communications. He joined Covad in 2002 as a regulatory attorney for the seven-state BellSouth region, and spent the following four years there in various positions including Senior Counsel and Regional Vice President. When he left Covad in 2006, Mr. Weber was responsible for leading the regional teams controlling all of the company's regulatory and legislative affairs in 35 states.

Mr. Weber grew up in Decatur, Georgia. He attended the United States Naval Academy where he received a B.S. in English in 1987, graduating with honors and accepting a commission as a second lieutenant in the United States Marine Corps. As a Marine tank platoon commander stationed in Camp Pendleton, California, Mr. Weber completed deployments to Okinawa, Japan and to Korea. Later, during Operations Desert Shield and Storm, he served as a platoon commander in the 1st Light Armored Infantry Battalion. Following the conclusion of hostilities, Mr. Weber was awarded the Bronze Star Medal with Combat "V" for his actions in the Al Burquan oil fields on February 25, 1991. Five other Marines under his command were also awarded the Bronze Star Medal.

The Marine Corps sent Mr. Weber to law school at the University of Georgia where he graduated cum laude in 1996. He practiced law for the Marine Corps at Parris Island, South Carolina, but acted as military defense counsel in numerous courts martial in other parts of the country. After leaving the Marine Corps as a major in 1999, Mr. Weber taught trial and appellate advocacy at the law school at the University of Georgia before moving to a commercial litigation practice at a large Atlanta law firm in 2000 and then in-house in 2002.

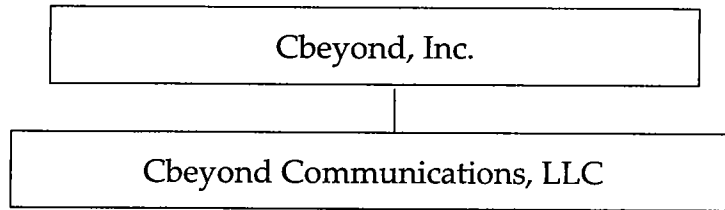
**EXHIBIT 13**  
**Names, Addresses, and Phone Numbers of**  
**Officers of Cbeyond Communications, LLC**

James F. Geiger, Chairman, President and Chief Executive Officer  
J. Robert Fugate, Executive Vice President and Chief Financial Officer  
Robert R. Morrice, Executive Vice President and President Sales and Service  
Richard J. Batelaan, PE, Vice President and Chief Operating Office  
Christopher C. Gatch, Vice President Chief Technical Officer  
Joseph A. Oesterling, Vice President, Chief Information Officer  
Brooks A. Robinson, Vice President Chief Marketing Officer  
Kurt J. Abkemeier, Vice President, Finance and Treasurer  
N. Brent Cobb, Vice President, Product Manager and General Manager Mobil  
Mary N. Ford, Vice President, Marketing  
Cleveland A. Lewis, Vice President, Sales  
Henry C. Lyon, Vice President and Chief Accounting Officer  
Joan L. Tolliver, Vice President of Human Resources  
Terry S. Trout, Vice President Customer Experience  
Minaz K. Vastani, Vice President of Operations Support System  
William H. Weber, Chief Administrative Officer

All the officers are located at:

Cbeyond, Inc.  
320 Interstate North Parkway SE, Suite 300  
Atlanta, Georgia 30339  
Telephone: (678) 424-2400

**EXHIBIT 14**  
**Corporate Structure and Ownership Documentation**



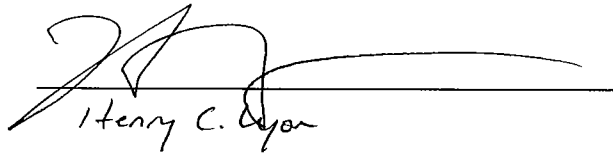
**EXHIBIT 15**  
**Information Regarding Similar Operations in Other States**

Cbeyond is a certified telecommunications provider in 18 states where it has authority to provide local exchange telecommunication services. Cbeyond provides local exchange telecommunication services in the following states:

California  
Colorado  
Washington DC  
Florida  
Georgia  
Illinois  
Massachusetts  
Maryland  
Michigan  
Minnesota  
Missouri  
North Carolina  
New York  
Oregon  
Pennsylvania  
Texas  
Virginia  
Washington

**EXHIBIT 16**  
**Verification of Maintenance of Telephony Records**

I, Henry Lyon, Chief Accounting Officer for Cbeyond Communications, LLC, verify that Cbeyond Communications, LLC will maintain its local telephony records in accordance with Generally Accepted Accounting Principles ("GAAP"), as required by O.A.C. 4901:1-6-10(D)(4), adopted pursuant to PUCO Case No. 06-1345-TP-ORD.

  
Henry C. Lyon

5/19/08  
Date

**EXHIBIT 17**  
**Verification of Affiliate Transaction Requirements**

I, William H. Weber, Chief Administrative Officer for Cbeyond Communications, LLC verify that Cbeyond Communciations, LLC will comply with all Affiliate Transaction Requirements set forth in O.A.C. 4901:1-6-10(D)(3), adopted pursuant to PUCO Case No. 06-1345-TP-ORD.

  
\_\_\_\_\_

5/19/2008  
\_\_\_\_\_  
Date

**EXHIBIT 18**  
**Explanation of Interconnection Negotiation Request**  
**Pursuant to 1996 TRA Sections 251 and 252**

On May 16, 2008, Cbeyond submitted to AT&T Ohio a request for interconnection. See attached request.

May 16, 2008

**VIA Fax: 1-800-404-4548 (5 Pages, including this cover)**

Director - Contract Management

AT&T Inc.

Four AT&T Plaza

311 S. Akard, 9th Floor

Dallas, Texas 75202

***Re: Adoption Request for Interconnection Agreement between AT&T - Ohio and Cbeyond Communications, LLC for the state of Ohio***

Pursuant to Section 252(i) of the Communication Act of 1934, as amended (the "Act"), Cbeyond Communications ("Cbeyond") hereby notifies The Ohio Bell Telephone Company d/b/a AT&T Ohio ("AT&T") of its intent to adopt the Interconnection Agreement between Comcast Phone of Ohio, LLC and AT&T in its entirety in effect on the date hereof in Ohio.

Attached is a completed AT&T Adoption Request Form ("Request Form") for this adoption. Further, for purposes of Cbeyond's adoption of the above Agreement:

1. Cbeyond agrees to be bound by the terms of the Agreement in the state of Ohio.
2. Cbeyond is initiating the filing of an application to obtain its Certification of Public Convenience and Necessity in the state of Ohio.
3. Notice to Cbeyond as may be required under the terms of the Agreements in each state shall be provided as follows:

Mr. Greg Darnell  
Director, ILEC Relations  
320 Interstate Parkway North, Suite 300  
Atlanta, GA 30339  
[Greg.darnell@cbeyond.net](mailto:Greg.darnell@cbeyond.net)  
Tel: 678-424-2467  
Fax: 678-424-2500

with a copy to:

Mr. William Weber  
Vice President and Corporate Counsel  
320 Interstate Parkway North, Suite 300  
[William.weber@cbeyond.net](mailto:William.weber@cbeyond.net)  
Atlanta, GA 30339  
Tel: 678-370-2327  
Fax: 678-424-2500

4. Cbeyond's adoption of the Agreement (including any and all amendments thereto) does not affect any rights Cbeyond may have to negotiate or arbitrate amendments to the

agreement or successor agreement; to adopt a replacement agreement; or to otherwise amend specific provisions of a Cbeyond-AT&T Agreement in a state. In adopting the Agreement in the state of Ohio, Cbeyond does not waive any of its rights or remedies under the Communications Act, and such other state and federal law, rules, regulations, and decisions as may be applicable.

Please contact me immediately at 727-822-8310 or [jgailey@kgpartners.net](mailto:jgailey@kgpartners.net) if you have any questions or need additional information to proceed with this request.

Sincerely,

A handwritten signature in black ink, appearing to read "Joyce Gailey". The signature is fluid and cursive, with the first name "Joyce" and last name "Gailey" clearly distinguishable.

Joyce Gailey

Consultant for Cbeyond Communications, LLC

Attachment (Request to Adopt Interconnection Agreement)

cc: Greg Darnell (Cbeyond, via email)  
Helen Watkins (AT&T; via email)  
William Weber (Cbeyond, via email)

TO: **Contract Management**  
**311 S Akard**  
**Four AT&T Plaza, 9<sup>th</sup> floor**  
**Dallas, TX 75202**  
**Fax: 1-800-404-4548**

May 16, 2008

RE: Request to Adopt Interconnection Agreement

Director – Contract Management:

Pursuant to ICA Merger Commitment 7.2 under "Reducing Transaction Costs Associated with Interconnection Agreements," ordered by the FCC effective December 29, 2006 in connection with the merger of AT&T Inc. and BellSouth Corporation ("ICA Merger Commitment 7.2"), **Cbeyond Communications, LLC** ("Carrier") desires to exercise its right to opt into the existing Interconnection Agreement ("ICA") between **The Ohio Bell Telephone Company d/b/a AT&T Ohio** ("AT&T") and **Comcast Phone of Ohio, LLC** in the state of **Ohio**. Carrier understands that its request to opt into the ICA is subject to applicable requirements governing this process as set forth in Section 252(i) and Rule 51.809. Moreover, pursuant to ICA Merger Commitment 7.2, if the Agreement has not been amended to reflect changes of law, Carrier acknowledges that it is obligated to negotiate in good faith the execution of an Amendment regarding such change of law and agrees to complete said execution within 30 days after it has opted into the ICA. AT&T will reply in writing to this formal request.

|   | CARRIER NOTICE CONTACT INFO*               |
|---|--|
| NAME, TITLE   | Mr. Greg Darnell, Director, ILEC Relations |
| STREET ADDRESS  | 320 Interstate Parkway North               |
| ROOM OR SUITE   | Suite 300                                  |
| CITY, STATE, ZIP CODE   | Atlanta, GA 30339                          |
| E-MAIL ADDRESS  | Greg.darnell@cbeyond.net                   |
| TELEPHONE NUMBER  | 678-424-2467                               |
| FACSIMILE NUMBER  | 678-424-2500                               |
| STATE OF INCORPORATION  | Delaware                                   |
| TYPE OF ENTITY (corporation, limited liability company, etc.) | Limited Liability Company                  |

Enclose proof of certification for state requested. NOTE: Application pending; to be provided upon approval by the Public Utility Commission of Ohio

Enclose documentation from Telcordia as confirmation of ACNA. (Attached)

Enclose documentation from NECA as confirmation of OCN(s). NOTE: Pending certification and will be provided prior to or at the time of execution of Agreement

Enclose verification of type of entity and registration with Secretary of State. (Attached and Link to certificate of good standing: <http://certs.sos.state.oh.us/PDF/2008125ME247E.PDF>)

Form completed and submitted by: Joyce Gailey, Consultant for Cbeyond Communications, LLC  
Contact number: 727-822-8310 or [jgailey@kgpartners.net](mailto:jgailey@kgpartners.net)

\* All requested carrier contact information and documentation are required. Be aware that the failure to provide accurate and complete information may result in return of this form to you and a delay in processing your request.

**EXHIBIT 19**

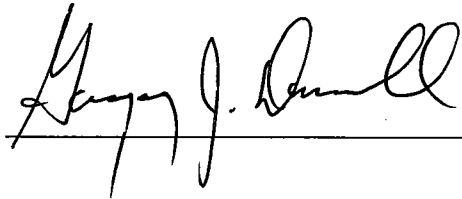
**Notarized Affidavit Regarding Cbeyond Communications, LLC Requests for Interconnection**

State of Georgia                                 )  
  ) SS:  
County of Cobb                                 )

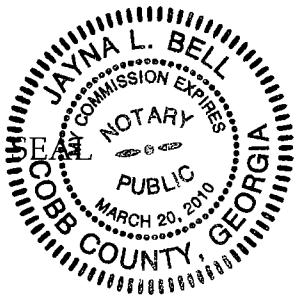
**AFFIDAVIT**

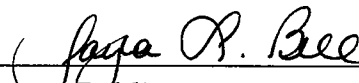
I, Gregory J. Darnell, Director, ILEC Relations for Cbeyond Communications, LLC verify that Cbeyond Communications, LLC, having been duly cautioned, state that Cbeyond Communications, LLC has requested interconnection arrangements with AT&T Ohio as shown on Exhibit 18 to this application. Attached to this Affidavit are copies of bona fide letters sent to these companies requesting interconnection negotiations pursuant to Sections 251 and 252 of the Telecommunications Act of 1996.

Further affiant sayeth not.

  
\_\_\_\_\_

Subscribed before me this 19<sup>th</sup> day of May 2008.



  
\_\_\_\_\_  
Notary Public

3/20/2010  
\_\_\_\_\_  
Date my commission expires.

**EXHIBIT 20**  
**Advance Payment**

Cbeyond does not require advance payments.

## **EXHIBIT 21**

### **Customer Bill and Disconnect Notice**

See attached for a copy of Cbeyond's customer bill and disconnect notice.

April 29, 2008

# Disconnect Notification

**THIS NOTIFICATION IS DATE & TIME SENSITIVE**

Re: Account Number [REDACTED]

This notice is to advise you that you are in default of your financial obligation to Cbeyond.

Your account is past due. Payment of the full past due balance in the amount of [REDACTED] must be received by 10:00 A.M. EST, Thursday, May 8, 2008 or all services may be subject to suspension without further notification.

For your convenience we offer multiple ways for you to make your payment immediately:

- Call 866-424-5100 and choose (a) to Pay by Phone or (b) to speak with one of our Care Representatives who will gladly take your payment.
- Log onto [www.cbeyondonline.net](http://www.cbeyondonline.net) > My Billing Center > Pay My Bill
- Wire Transfer, to:
  - Bank of America, Routing # [REDACTED], Act# [REDACTED], Beneficiary: Cbeyond
- Overnight your payment to:
  - Cbeyond, 320 Interstate North Parkway, SE, Suite 300, Atlanta, GA 30339

**PLEASE NOTE:**

- Partial payment does not guarantee your service will not be interrupted
- All bills are due and payable as noted on your monthly invoice
- NO checks, EFT or ACH payments will be accepted in the event your account is suspended
- Payment **MUST** be made via Certified Funds, authorized Credit Card, or a Wire Transfer in order to restore service; a \$40.00 Reconnection Fee will be applied if service is suspended

**Special notification (effective immediately):**

Per NANPA/FCC guidelines, once your account has been disconnected, your existing telephone numbers automatically revert back to the originating carrier, and you will lose the right to your existing numbers. Furthermore, if your account is disconnected, the following charges may be applied to your account as detailed on your account Contract: Early Termination Fees, Installation and Promotional chargeback's.

Should you have any question please do not hesitate to contact me. If the Customer is unable to resolve any dispute with the Company, then the Customer may contact the Public Utilities Commission of Ohio (PUCO) toll free at 1-800-686-7826, or for TTY toll free at 1-800-686-1570, from 8:00 a.m. to 5:00 p.m. weekdays or visit the PUCO website at [www.PUCO.ohio.gov](http://www.PUCO.ohio.gov).

Respectfully,  
Idibola Oresanya  
Accounts Receivable  
Phone: 678-391-6754 Fax: 770-874-4630



SENT VIA CERTIFIED MAIL

Rev.03-12-2007



Customer Name:  
Account Number:  
Bill Number:  
Bill End Date:  
Bill Due Date:



| Account Summary                  |                      |
|----------------------------------|----------------------|
|                                  | Amount               |
| Previous Balance                 | \$ [REDACTED]        |
| Payment Received - Thank You!    | [REDACTED]           |
| Balance Forward                  | \$ [REDACTED]        |
| Current Activity                 |                      |
| Service Charge                   | \$ [REDACTED]        |
| Adjustment                       | [REDACTED]           |
| Finance Charge                   | [REDACTED]           |
| Taxes and Fees                   | [REDACTED]           |
| Total Current Charges            | \$ [REDACTED]        |
| <b>TOTAL DUE BY MAY 21, 2008</b> | <b>\$ [REDACTED]</b> |

Please Note: This is your remittance page only. This is NOT your entire bill. To view your entire bill, logon to "[www.cbeyondonline.net](http://www.cbeyondonline.net)".

Finance Charge Reminder: a 1.5% additional charge will apply to any unpaid balance carried over after MAY 21, 2008.

Cbeyond Communications is your provider of local, long distance and Internet services.

\*\* Payments can be made electronically via [www.cbeyondonline.net](http://www.cbeyondonline.net) or can be mailed to the P.O. Box below.  
Electronic payments will be posted to your account within 48-72 hours.  
Payments by mail will be posted to your account within 7-10 business days.

Please return this coupon with your check made payable to Cbeyond Communications to ensure proper credit.  
This remittance slip represents payment activity through the end of the billing cycle.  
For current payment status, please access My Billing Center at  
[www.cbeyondonline.net](http://www.cbeyondonline.net)  
Please remember to include your Account Number on the check.



Account Number: [REDACTED]

Bill Number: [REDACTED]  
Due Date: May 21, 2008  
Amount Due: [REDACTED]  
Amount Paid: \$ [REDACTED]

Send Payment to:  
CBeyond Communications  
P.O. Box 050326  
Los Angeles, CA 90074-0326



0000000000000069946608052100009748950904300000104180210



Customer Name: YEA Loans Inc  
 Account Number: 69946  
 Bill Number: 10418021  
 Bill End Date: April 30, 2008  
 Bill Due Date: MAY 21, 2008

| Current Bill Summary                                      |             |         |
|---|-------------|---------|
| Adjustments   |             | Amount  |
| Add Toll Free Number Credit                               |             | \$      |
| Add Standard Local Line or Mobile Line Credit             |             | \$      |
| Unlimited SMS Credit                                      |             | \$      |
| BlackBerry Service Credit                                 |             | \$      |
| Cbeyond Unlimited Nights (7PM to 6AM) and Weekends Credit |             | \$      |
| Mobile Early Termination Fee                              |             | \$      |
| <b>Total Adjustments</b>                                  |             | \$      |
| Finance Charges   |             |         |
| Finance Charge  |             | \$      |
| <b>Total Finance Charges</b>                              |             | \$      |
| Prorated Charges  |             |         |
| Add Standard Local Line or Mobile Line (4/15 - 4/17)      |             | \$      |
| <b>Total Prorated Charges</b>                             |             | \$      |
| Monthly Charges for 5/1 - 5/31                            |             |         |
| Cbeyond™ BeyondVoice™ III Package                         |             | \$      |
| Add Standard Local Line or Mobile Line (0 @ \$40.00/line) |             | \$      |
| Add Toll Free Number (8 @ \$2.00/line)                    |             | \$      |
| SecureVPN On-Net  |             | \$      |
| SecureVPN On-Net 100% Discount                            |             | \$      |
| Cbeyond Essentials  |             | \$      |
| BeyondVoice Basics  |             | \$      |
| Fax to Email  |             | \$      |
| BeyondMobile Laptop Access                                |             | \$      |
| Add Long Distance/Toll Free/Mobile (5000 Minutes)         |             | \$      |
| <b>Total Monthly Charges</b>                              |             | \$      |
| Package Usage   |             |         |
| Long Distance/Toll Free/Mobile                            | Total Usage | Amount  |
|   |             | \$ 0.00 |
| <b>Directory Assistance</b>                               | 0.0 min     | \$ 0.00 |
| <b>Total Package Usage Charges</b>                        |             | \$ 0.00 |
| Other Usage   |             |         |
| International Long Distance/Toll Free                     |             | \$      |
| Extended Offshore Long Distance                           |             | \$      |
| Payphone Surcharge  |             | \$      |
| SMS Messages  |             | \$      |
| <b>Total Other Usage</b>                                  |             | \$      |
| Taxes and Fees  |             |         |
| City Utility Users Tax Charge                             |             | \$      |
| State Excise Tax  |             | \$      |
| State High Cost Fund Surcharge Charge                     |             | \$      |

|                                 |    |  |
|---------------------------------|----|--|
| California Relay Service        | \$ |  |
| State Universal Service         | \$ |  |
| State P.U.C. Tax (Fees) Charge  | \$ |  |
| 911 Service Fee                 | \$ |  |
| Federal Excise Tax              | \$ |  |
| Federal Universal Service       | \$ |  |
| <b>Total Taxes and Fees</b>     | \$ |  |
| <b>Summary of Total Charges</b> |    |  |
| Total Service Charges           | \$ |  |
| Total Taxes and Fees            | \$ |  |
| <b>TOTAL CURRENT CHARGES</b>    | \$ |  |

<sup>1</sup> Please note that failure to pay charges for local telephone service may result in disconnection of your telephone service. Failure to pay charges for long distance or other services will not cause disconnection of local telephone service, but may cause interruption of the service associated with the unpaid charges. Thank you!

<sup>2</sup> Reference your Cheyond Account Profile for package details.

<sup>3</sup> Includes the following: Voicemail, Email, Web Hosting, Domain Name Hosting, Secure Backup & Fileshare, VPN Remote User, Conference Calling, Calling Card, Fax to Email, and Secure Desktop.

<sup>4</sup> Includes the following: CheyondOnline.com, Local Number Portability, Local Calling Features (Call Waiting, Forwarding, Blocking, Transfer, & 3-Way Calling), Call Hunting, Directory Listing, Standard Toll Free Number, Caller ID w/ Number, Directory Assistance, Account Codes, DIDs, Extended Local Calling Area, IP Addresses, and Managed Firewall.

<sup>\*</sup> Includes the domestic package and block minute allowances and usage over the allowances.

<sup>\*\*</sup> This amount reflects the cost of domestic usage over the package and block minute allowances.

Mexico Wireless Rate Change.



Customer Name: [REDACTED]  
Account Number: [REDACTED]  
Bill Number: [REDACTED]  
Bill End Date: April 30, 2008  
Bill Due Date: MAY 21, 2008

| Long Distance Details |         |               |            |              |           |         |         |
|-----------------------|---------|---------------|------------|--------------|-----------|---------|---------|
| Number [REDACTED]     |         |               |            |              |           |         |         |
| Date                  | Time    | Destination # | Location   | Account Code | Rate Type | Minutes | Cost    |
| 04/01/08              | 08:37AM | [REDACTED]    | [REDACTED] |              | OS        |         | \$ 0.00 |
| 04/01/08              | 08:38AM | [REDACTED]    | [REDACTED] |              | OS        |         | 0.00    |
| 04/01/08              | 08:39AM | [REDACTED]    | [REDACTED] |              | OS        |         | 0.00    |
| 04/01/08              | 08:44AM | [REDACTED]    | [REDACTED] |              | IS        |         | 0.00    |
| 04/01/08              | 08:57AM | [REDACTED]    | [REDACTED] |              | OS        |         | 0.00    |
| 04/01/08              | 08:59AM | [REDACTED]    | [REDACTED] |              | OS        |         | 0.00    |
| 04/01/08              | 09:01AM | [REDACTED]    | [REDACTED] |              | OS        |         | 0.00    |
| 04/01/08              | 09:02AM | [REDACTED]    | [REDACTED] |              | OS        |         | 0.00    |
| 04/01/08              | 09:03AM | [REDACTED]    | [REDACTED] |              | OS        |         | 0.00    |
| 04/01/08              | 09:07AM | [REDACTED]    | [REDACTED] |              | OS        |         | 0.00    |
| 04/01/08              | 09:07AM | [REDACTED]    | [REDACTED] |              | OS        |         | 0.00    |
| 04/01/08              | 09:19AM | [REDACTED]    | [REDACTED] |              | IS        |         | 0.00    |
| 04/01/08              | 09:20AM | [REDACTED]    | [REDACTED] |              | IS        |         | 0.00    |
| 04/01/08              | 09:21AM | [REDACTED]    | [REDACTED] |              | IS        |         | 0.00    |
| 04/01/08              | 09:25AM | [REDACTED]    | [REDACTED] |              | OS        |         | 0.00    |
| 04/01/08              | 09:28AM | [REDACTED]    | [REDACTED] |              | IS        |         | 0.00    |
| 04/01/08              | 09:28AM | [REDACTED]    | [REDACTED] |              | IS        |         | 0.00    |
| 04/01/08              | 09:31AM | [REDACTED]    | [REDACTED] |              | OS        |         | 0.00    |
| 04/01/08              | 09:32AM | [REDACTED]    | [REDACTED] |              | OS        |         | 0.00    |
| 04/01/08              | 09:33AM | [REDACTED]    | [REDACTED] |              | IN        |         | 0.20    |
| 04/01/08              | 09:34AM | [REDACTED]    | [REDACTED] |              | OS        |         | 0.00    |
| 04/01/08              | 09:34AM | [REDACTED]    | [REDACTED] |              | OS        |         | 0.00    |
| 04/01/08              | 09:34AM | [REDACTED]    | [REDACTED] |              | OS        |         | 0.00    |
| 04/01/08              | 09:36AM | [REDACTED]    | [REDACTED] |              | OS        |         | 0.00    |
| 04/01/08              | 09:37AM | [REDACTED]    | [REDACTED] |              | OS        |         | 0.00    |
| 04/01/08              | 09:40AM | [REDACTED]    | [REDACTED] |              | IS        |         | 0.00    |
| 04/01/08              | 09:42AM | [REDACTED]    | [REDACTED] |              | OS        |         | 0.00    |
| 04/01/08              | 09:56AM | [REDACTED]    | [REDACTED] |              | IS        |         | 0.00    |
| 04/01/08              | 09:59AM | [REDACTED]    | [REDACTED] |              | IS        |         | 0.00    |
| 04/01/08              | 09:59AM | [REDACTED]    | [REDACTED] |              | IS        |         | 0.00    |
| 04/01/08              | 10:01AM | [REDACTED]    | [REDACTED] |              | IS        |         | 0.00    |
| 04/01/08              | 10:02AM | [REDACTED]    | [REDACTED] |              | IS        |         | 0.00    |
| 04/01/08              | 10:05AM | [REDACTED]    | [REDACTED] |              | IS        |         | 0.00    |
| 04/01/08              | 10:07AM | [REDACTED]    | [REDACTED] |              | IS        |         | 0.00    |
| 04/01/08              | 10:08AM | [REDACTED]    | [REDACTED] |              | IS        |         | 0.00    |
| 04/01/08              | 10:11AM | [REDACTED]    | [REDACTED] |              | OS        |         | 0.00    |
| 04/01/08              | 10:12AM | [REDACTED]    | [REDACTED] |              | IS        |         | 0.00    |
| 04/01/08              | 10:14AM | [REDACTED]    | [REDACTED] |              | IS        |         | 0.00    |
| 04/01/08              | 10:15AM | [REDACTED]    | [REDACTED] |              | IS        |         | 0.00    |
| 04/01/08              | 10:17AM | [REDACTED]    | [REDACTED] |              | IS        |         | 0.00    |
| 04/01/08              | 10:18AM | [REDACTED]    | [REDACTED] |              | IS        |         | 0.00    |
| 04/01/08              | 10:19AM | [REDACTED]    | [REDACTED] |              | IS        |         | 0.00    |
| 04/01/08              | 10:21AM | [REDACTED]    | [REDACTED] |              | OS        |         | 0.00    |
| 04/01/08              | 10:29AM | [REDACTED]    | [REDACTED] |              | IS        |         | 0.00    |
| 04/01/08              | 10:31AM | [REDACTED]    | [REDACTED] |              | IS        |         | 0.00    |
| 04/01/08              | 10:32AM | [REDACTED]    | [REDACTED] |              | IN        |         | 0.01    |
| 04/01/08              | 10:33AM | [REDACTED]    | [REDACTED] |              | IN        |         | 0.07    |
| 04/01/08              | 10:35AM | [REDACTED]    | [REDACTED] |              | OS        |         | 0.00    |
| 04/01/08              | 10:36AM | [REDACTED]    | [REDACTED] |              | OS        |         | 0.00    |
| 04/01/08              | 10:37AM | [REDACTED]    | [REDACTED] |              | OS        |         | 0.00    |
| 04/01/08              | 10:38AM | [REDACTED]    | [REDACTED] |              | OS        |         | 0.00    |
| 04/01/08              | 10:38AM | [REDACTED]    | [REDACTED] |              | OS        |         | 0.00    |
| 04/01/08              | 10:47AM | [REDACTED]    | [REDACTED] |              | OS        |         | 0.00    |
| 04/01/08              | 10:55AM | [REDACTED]    | [REDACTED] |              | OS        |         | 0.00    |
| 04/01/08              | 11:24AM | [REDACTED]    | [REDACTED] |              | OS        |         | 0.00    |
| 04/01/08              | 11:25AM | [REDACTED]    | [REDACTED] |              | OS        |         | 0.00    |
| 04/01/08              | 11:42AM | [REDACTED]    | [REDACTED] |              | IS        |         | 0.00    |
| 04/01/08              | 11:51AM | [REDACTED]    | [REDACTED] |              | IN        |         | 0.34    |
| 04/01/08              | 12:10PM | [REDACTED]    | [REDACTED] |              | OS        |         | 0.00    |

|  |         |            |    |            |
|--|---------|------------|----|------------|
| 04/16/08                                   | 10:59AM | [REDACTED] | IS | [REDACTED] |
| 04/16/08                                   | 10:59AM | [REDACTED] | IS | [REDACTED] |
| 04/16/08                                   | 11:10AM | [REDACTED] | IS | [REDACTED] |
| 04/16/08                                   | 01:40PM | [REDACTED] | OS | [REDACTED] |
| 04/16/08                                   | 01:51PM | [REDACTED] | IN | [REDACTED] |
| 04/16/08                                   | 02:11PM | [REDACTED] | IN | [REDACTED] |
| 04/16/08                                   | 03:33PM | [REDACTED] | IN | [REDACTED] |
| Total Long Distance Charges for [REDACTED] |         |            |    |            |
| Summary of Total Charges                   |         |            |    |            |
| TOTAL LONG DISTANCE CHARGES [REDACTED]     |         |            |    |            |

Long Distance Rate Type Legend.

EO = Extended Offshore call

IN = International call

IS = In-state call

OS = Out-of-state Call



Customer Name: [REDACTED]  
Account Number: [REDACTED]  
Bill Number: [REDACTED]  
Bill End Date: April 30, 2008  
Bill Due Date: MAY 21, 2008

| Toll Free Details |         |               |            |           |            |               |
|-------------------|---------|---------------|------------|-----------|------------|---------------|
| [REDACTED]        |         |               |            |           |            |               |
| Date              | Time    | Originating # | Location   | Rate Type | Minutes    | Cost          |
| 04/01/08          | 08:57AM | [REDACTED]    | [REDACTED] | OS        | [REDACTED] | \$ [REDACTED] |
| 04/01/08          | 07:00AM | [REDACTED]    | [REDACTED] | OS        | [REDACTED] | \$ [REDACTED] |
| 04/01/08          | 09:11AM | [REDACTED]    | [REDACTED] | OS        | [REDACTED] | \$ [REDACTED] |
| 04/01/08          | 10:34AM | [REDACTED]    | [REDACTED] | IS        | [REDACTED] | \$ [REDACTED] |
| 04/01/08          | 11:16AM | [REDACTED]    | [REDACTED] | OS        | [REDACTED] | \$ [REDACTED] |
| 04/01/08          | 11:28AM | [REDACTED]    | [REDACTED] | IS        | [REDACTED] | \$ [REDACTED] |
| 04/01/08          | 12:33PM | [REDACTED]    | [REDACTED] | IS        | [REDACTED] | \$ [REDACTED] |
| 04/01/08          | 12:33PM | [REDACTED]    | [REDACTED] | IS        | [REDACTED] | \$ [REDACTED] |
| 04/01/08          | 12:57PM | [REDACTED]    | [REDACTED] | OS        | [REDACTED] | \$ [REDACTED] |
| 04/01/08          | 12:57PM | [REDACTED]    | [REDACTED] | OS        | [REDACTED] | \$ [REDACTED] |
| 04/01/08          | 03:57PM | [REDACTED]    | [REDACTED] | IS        | [REDACTED] | \$ [REDACTED] |
| 04/02/08          | 11:03AM | [REDACTED]    | [REDACTED] | IS        | [REDACTED] | \$ [REDACTED] |
| 04/02/08          | 01:35PM | [REDACTED]    | [REDACTED] | OS        | [REDACTED] | \$ [REDACTED] |
| 04/02/08          | 02:44PM | [REDACTED]    | [REDACTED] | OS        | [REDACTED] | \$ [REDACTED] |
| 04/02/08          | 04:00PM | [REDACTED]    | [REDACTED] | OS        | [REDACTED] | \$ [REDACTED] |
| 04/03/08          | 09:03AM | [REDACTED]    | [REDACTED] | IS        | [REDACTED] | \$ [REDACTED] |
| 04/03/08          | 09:17AM | [REDACTED]    | [REDACTED] | IS        | [REDACTED] | \$ [REDACTED] |
| 04/03/08          | 10:10AM | [REDACTED]    | [REDACTED] | IS        | [REDACTED] | \$ [REDACTED] |
| 04/03/08          | 10:41AM | [REDACTED]    | [REDACTED] | IS        | [REDACTED] | \$ [REDACTED] |
| 04/03/08          | 11:14AM | [REDACTED]    | [REDACTED] | IS        | [REDACTED] | \$ [REDACTED] |
| 04/03/08          | 12:25PM | [REDACTED]    | [REDACTED] | OS        | [REDACTED] | \$ [REDACTED] |
| 04/03/08          | 12:26PM | [REDACTED]    | [REDACTED] | OS        | [REDACTED] | \$ [REDACTED] |
| 04/03/08          | 01:03PM | [REDACTED]    | [REDACTED] | OS        | [REDACTED] | \$ [REDACTED] |
| 04/03/08          | 01:13PM | [REDACTED]    | [REDACTED] | OS        | [REDACTED] | \$ [REDACTED] |
| 04/03/08          | 01:14PM | [REDACTED]    | [REDACTED] | OS        | [REDACTED] | \$ [REDACTED] |
| 04/03/08          | 01:15PM | [REDACTED]    | [REDACTED] | OS        | [REDACTED] | \$ [REDACTED] |
| 04/03/08          | 01:16PM | [REDACTED]    | [REDACTED] | OS        | [REDACTED] | \$ [REDACTED] |
| 04/03/08          | 02:11PM | [REDACTED]    | [REDACTED] | IS        | [REDACTED] | \$ [REDACTED] |
| 04/03/08          | 02:11PM | [REDACTED]    | [REDACTED] | IS        | [REDACTED] | \$ [REDACTED] |
| 04/03/08          | 02:47PM | [REDACTED]    | [REDACTED] | OS        | [REDACTED] | \$ [REDACTED] |
| 04/03/08          | 02:48PM | [REDACTED]    | [REDACTED] | OS        | [REDACTED] | \$ [REDACTED] |
| 04/03/08          | 03:25PM | [REDACTED]    | [REDACTED] | IS        | [REDACTED] | \$ [REDACTED] |
| 04/04/08          | 10:11AM | [REDACTED]    | [REDACTED] | OS        | [REDACTED] | \$ [REDACTED] |
| 04/04/08          | 10:12AM | [REDACTED]    | [REDACTED] | OS        | [REDACTED] | \$ [REDACTED] |
| 04/04/08          | 11:13AM | [REDACTED]    | [REDACTED] | OS        | [REDACTED] | \$ [REDACTED] |
| 04/04/08          | 11:14AM | [REDACTED]    | [REDACTED] | OS        | [REDACTED] | \$ [REDACTED] |
| 04/04/08          | 11:44AM | [REDACTED]    | [REDACTED] | OS        | [REDACTED] | \$ [REDACTED] |
| 04/04/08          | 11:45AM | [REDACTED]    | [REDACTED] | IS        | [REDACTED] | \$ [REDACTED] |
| 04/04/08          | 12:01PM | [REDACTED]    | [REDACTED] | OS        | [REDACTED] | \$ [REDACTED] |
| 04/04/08          | 01:08PM | [REDACTED]    | [REDACTED] | IS        | [REDACTED] | \$ [REDACTED] |
| 04/04/08          | 02:23PM | [REDACTED]    | [REDACTED] | IS        | [REDACTED] | \$ [REDACTED] |
| 04/04/08          | 02:31PM | [REDACTED]    | [REDACTED] | OS        | [REDACTED] | \$ [REDACTED] |
| 04/04/08          | 04:32PM | [REDACTED]    | [REDACTED] | OS        | [REDACTED] | \$ [REDACTED] |
| 04/05/08          | 10:22AM | [REDACTED]    | [REDACTED] | OS        | [REDACTED] | \$ [REDACTED] |
| 04/06/08          | 04:54PM | [REDACTED]    | [REDACTED] | IS        | [REDACTED] | \$ [REDACTED] |
| 04/06/08          | 07:58PM | [REDACTED]    | [REDACTED] | IS        | [REDACTED] | \$ [REDACTED] |
| 04/06/08          | 08:44PM | [REDACTED]    | [REDACTED] | IS        | [REDACTED] | \$ [REDACTED] |
| 04/06/08          | 08:45PM | [REDACTED]    | [REDACTED] | IS        | [REDACTED] | \$ [REDACTED] |
| 04/06/08          | 08:47PM | [REDACTED]    | [REDACTED] | IS        | [REDACTED] | \$ [REDACTED] |
| 04/07/08          | 07:11AM | [REDACTED]    | [REDACTED] | OS        | [REDACTED] | \$ [REDACTED] |
| 04/07/08          | 07:16AM | [REDACTED]    | [REDACTED] | PS        | [REDACTED] | \$ [REDACTED] |
| 04/07/08          | 07:16AM | [REDACTED]    | [REDACTED] | IS        | [REDACTED] | \$ [REDACTED] |
| 04/07/08          | 08:47AM | [REDACTED]    | [REDACTED] | OS        | [REDACTED] | \$ [REDACTED] |
| 04/07/08          | 08:47AM | [REDACTED]    | [REDACTED] | OS        | [REDACTED] | \$ [REDACTED] |
| 04/07/08          | 09:46AM | [REDACTED]    | [REDACTED] | PS        | [REDACTED] | \$ [REDACTED] |
| 04/07/08          | 09:46AM | [REDACTED]    | [REDACTED] | IS        | [REDACTED] | \$ [REDACTED] |
| 04/07/08          | 10:09AM | [REDACTED]    | [REDACTED] | OS        | [REDACTED] | \$ [REDACTED] |
| 04/07/08          | 10:31AM | [REDACTED]    | [REDACTED] | IS        | [REDACTED] | \$ [REDACTED] |
| 04/07/08          | 12:08PM | [REDACTED]    | [REDACTED] | OS        | [REDACTED] | \$ [REDACTED] |

|          |         |  |  |    |  |
|----------|---------|--|--|----|--|
| 04/07/08 | 12:56PM |  |  | PS |  |
| 04/07/08 | 12:56PM |  |  | IS |  |
| 04/07/08 | 01:11PM |  |  | IS |  |
| 04/07/08 | 02:20PM |  |  | IS |  |
| 04/07/08 | 02:22PM |  |  | IS |  |
| 04/07/08 | 02:43PM |  |  | OS |  |
| 04/07/08 | 02:44PM |  |  | OS |  |
| 04/08/08 | 07:56AM |  |  | IS |  |
| 04/08/08 | 08:30AM |  |  | IS |  |
| 04/08/08 | 09:43AM |  |  | IS |  |
| 04/08/08 | 11:20AM |  |  | IS |  |
| 04/08/08 | 12:23PM |  |  | OS |  |
| 04/08/08 | 12:47PM |  |  | IS |  |
| 04/08/08 | 02:02PM |  |  | OS |  |
| 04/08/08 | 02:51PM |  |  | PS |  |
| 04/08/08 | 02:51PM |  |  | IS |  |
| 04/08/08 | 02:56PM |  |  | OS |  |
| 04/08/08 | 02:59PM |  |  | OS |  |
| 04/08/08 | 03:29PM |  |  | OS |  |
| 04/08/08 | 03:29PM |  |  | OS |  |
| 04/08/08 | 03:55PM |  |  | OS |  |
| 04/08/08 | 03:56PM |  |  | OS |  |
| 04/08/08 | 04:23PM |  |  | IS |  |
| 04/08/08 | 04:56PM |  |  | OS |  |
| 04/08/08 | 04:57PM |  |  | OS |  |
| 04/08/08 | 04:58PM |  |  | OS |  |
| 04/08/08 | 06:19PM |  |  | OS |  |
| 04/08/08 | 06:59AM |  |  | IS |  |
| 04/09/08 | 11:44AM |  |  | IS |  |
| 04/09/08 | 12:48PM |  |  | IS |  |
| 04/09/08 | 01:00PM |  |  | OS |  |
| 04/09/08 | 02:35PM |  |  | IS |  |
| 04/09/08 | 04:19PM |  |  | OS |  |
| 04/10/08 | 06:04PM |  |  | OS |  |
| 04/11/08 | 10:15AM |  |  | OS |  |
| 04/11/08 | 10:24AM |  |  | OS |  |
| 04/11/08 | 11:06AM |  |  | OS |  |
| 04/11/08 | 11:54AM |  |  | OS |  |
| 04/11/08 | 04:57PM |  |  | OS |  |
| 04/12/08 | 10:51AM |  |  | IS |  |

Total Toll Free Charges for

| Date     | Time    | Origination | Location | Rate Type | Minutes | Cost   |
|----------|---------|-------------|----------|-----------|---------|--------|
| 04/01/08 | 07:29AM |             |          | IS        |         | \$0.00 |
| 04/01/08 | 09:42AM |             |          | IS        |         | \$0.00 |
| 04/01/08 | 03:42PM |             |          | IS        |         | \$0.00 |
| 04/02/08 | 12:07PM |             |          | IS        |         | \$0.00 |
| 04/02/08 | 02:05PM |             |          | OS        |         | \$0.00 |
| 04/03/08 | 07:51AM |             |          | IS        |         | \$0.00 |
| 04/03/08 | 07:51AM |             |          | IS        |         | \$0.00 |
| 04/03/08 | 07:56AM |             |          | IS        |         | \$0.00 |
| 04/03/08 | 08:00AM |             |          | IS        |         | \$0.00 |
| 04/03/08 | 08:01AM |             |          | IS        |         | \$0.00 |
| 04/03/08 | 11:32AM |             |          | IS        |         | \$0.00 |
| 04/03/08 | 02:06PM |             |          | OS        |         | \$0.00 |
| 04/03/08 | 02:09PM |             |          | OS        |         | \$0.00 |
| 04/03/08 | 03:49PM |             |          | IS        |         | \$0.00 |
| 04/03/08 | 03:51PM |             |          | OS        |         | \$0.00 |
| 04/03/08 | 03:57PM |             |          | IS        |         | \$0.00 |
| 04/04/08 | 12:01PM |             |          | IS        |         | \$0.00 |
| 04/07/08 | 07:05AM |             |          | IS        |         | \$0.00 |
| 04/07/08 | 09:54AM |             |          | IS        |         | \$0.00 |
| 04/07/08 | 10:25AM |             |          | IS        |         | \$0.00 |
| 04/07/08 | 03:29PM |             |          | OS        |         | \$0.00 |
| 04/07/08 | 03:40PM |             |          | OS        |         | \$0.00 |
| 04/07/08 | 03:42PM |             |          | OS        |         | \$0.00 |
| 04/08/08 | 12:00PM |             |          | OS        |         | \$0.00 |
| 04/08/08 | 12:03PM |             |          | OS        |         | \$0.00 |
| 04/08/08 | 12:03PM |             |          | OS        |         | \$0.00 |
| 04/08/08 | 12:05PM |             |          | OS        |         | \$0.00 |
| 04/08/08 | 12:10PM |             |          | IS        |         | \$0.00 |

|                             |         |               |          |           |         |         |
|-----------------------------|---------|---------------|----------|-----------|---------|---------|
| 04/10/08                    | 12:32PM |               |          | IS        |         |         |
| 04/10/08                    | 01:14PM |               |          | OS        |         |         |
| 04/10/08                    | 01:25PM |               |          | OS        |         |         |
| 04/10/08                    | 02:40PM |               |          | IS        |         |         |
| 04/10/08                    | 02:41PM |               |          | IS        |         |         |
| 04/10/08                    | 02:51PM |               |          | OS        |         |         |
| 04/10/08                    | 03:31PM |               |          | IS        |         |         |
| 04/10/08                    | 08:22PM |               |          | OS        |         |         |
| 04/11/08                    | 09:45AM |               |          | OS        |         |         |
| 04/11/08                    | 11:15AM |               |          | IS        |         |         |
| 04/11/08                    | 03:01PM |               |          | IS        |         |         |
| 04/11/08                    | 03:01PM |               |          | IS        |         |         |
| 04/11/08                    | 03:04PM |               |          | OS        |         |         |
| 04/11/08                    | 03:08PM |               |          | OS        |         |         |
| 04/12/08                    | 11:44AM |               |          | IS        |         |         |
| 04/14/08                    | 09:50AM |               |          | IS        |         |         |
| 04/14/08                    | 10:38AM |               |          | IS        |         |         |
| 04/15/08                    | 10:48AM |               |          | OS        |         |         |
| 04/15/08                    | 11:18AM |               |          | IS        |         |         |
| 04/15/08                    | 11:51AM |               |          | IS        |         |         |
| 04/15/08                    | 12:19PM |               |          | OS        |         |         |
| 04/15/08                    | 12:39PM |               |          | OS        |         |         |
| 04/15/08                    | 01:04PM |               |          | OS        |         |         |
| 04/15/08                    | 01:16PM |               |          | OS        |         |         |
| 04/15/08                    | 02:54PM |               |          | OS        |         |         |
| 04/15/08                    | 03:56PM |               |          | IS        |         |         |
| 04/15/08                    | 05:29PM |               |          | OS        |         |         |
| 04/15/08                    | 06:05PM |               |          | OS        |         |         |
| 04/15/08                    | 08:05PM |               |          | OS        |         |         |
| 04/15/08                    | 06:16PM |               |          | OS        |         |         |
| 04/15/08                    | 06:18PM |               |          | OS        |         |         |
| 04/16/08                    | 04:47PM |               |          | IS        |         |         |
| 04/17/08                    | 09:29AM |               |          | OS        |         |         |
| 04/18/08                    | 10:47AM |               |          | IS        |         |         |
| 04/22/08                    | 08:20AM |               |          | IS        |         |         |
| 04/24/08                    | 07:53AM |               |          | IS        |         |         |
| 04/24/08                    | 01:18PM |               |          | OS        |         |         |
| 04/25/08                    | 02:14PM |               |          | IS        |         |         |
| 04/26/08                    | 05:25PM |               |          | OS        |         |         |
| 04/26/08                    | 06:55PM |               |          | OS        |         |         |
| 04/28/08                    | 03:25PM |               |          | IS        |         |         |
| 04/28/08                    | 03:27PM |               |          | IS        |         |         |
| Total Toll Free Charges for |         |               |          |           |         |         |
| Number                      |         |               |          |           |         |         |
| Date                        | Time    | Originating # | Location | Rate Type | Minutes | Cost    |
| 04/05/08                    | 10:38AM |               |          | OS        |         | \$ 0.00 |
| Total Toll Free Charges for |         |               |          |           |         |         |
| Number                      |         |               |          |           |         |         |
| Date                        | Time    | Originating # | Location | Rate Type | Minutes | Cost    |
| 04/05/08                    | 10:33AM |               |          | OS        |         | \$ 0.00 |
| 04/07/08                    | 06:24AM |               |          | OS        |         | 0.00    |
| Total Toll Free Charges for |         |               |          |           |         |         |
| Summary of Total Charges    |         |               |          |           |         |         |
| TOTAL TOLL-FREE CHARGES     |         |               |          |           |         |         |

Payphone surcharges apply to calls originating from a payphone.

**Toll Free Rate Type Legend.**

EO = Extended Offshore call

IN = International call

IS = In-state call

OS = Out-of-state Call

PS = Payphone surcharge



Customer Name: [REDACTED]  
Account Number: [REDACTED]  
Bill Number: [REDACTED]  
Bill End Date: April 30, 2008  
Bill Due Date: MAY 21, 2008

| Total Mobile Usage Summary            |         |               |          |              |           |         | Minutes     |
|---------------------------------------|---------|---------------|----------|--------------|-----------|---------|-------------|
| Mobile Off Peak (Nights and Weekends) |         |               |          |              |           |         | 1.0 min     |
| Mobile Details                        |         |               |          |              |           |         |             |
| Number                                |         |               |          |              |           |         |             |
| Date                                  | Time    | Destination # | Location | Account Code | Rate Type | Minutes | Cost        |
| 03/31/08                              | 09:38PM |               |          |              | NW        |         |             |
| Total Mobile Charges for              |         |               |          |              |           |         |             |
| Summary of Total Charges              |         |               |          |              |           |         |             |
| TOTAL MOBILE CHARGES                  |         |               |          |              |           |         | 1.0 \$ 0.00 |

**Mobile Rate Type Legend.**

MO = Mobile Peak call  
NW = Mobile Off Peak (Nights and Weekends) call  
MM = Mobile to Mobile call  
ML = Mobile to Standard Line call  
IN = International call  
IRC = International Mobile Roaming - Canada  
IRM = International Mobile Roaming - Mexico



Customer Name:  
Account Number:  
Bill Number:  
Bill End Date:  
Bill Due Date:

[REDACTED]  
[REDACTED]  
[REDACTED]  
April 30, 2008  
MAY 21, 2008

| Operator Services Details                      |         |               |          |           |         |         |
|--|---------|---------------|----------|-----------|---------|---------|
| Number [REDACTED]                              |         |               |          |           |         |         |
| Date   | Time    | Destination # | Location | Rate Type | Minutes | Cost    |
| 03/25/08                                       | 01:27PM | NA            | NA -     | DA        | 0.0     | \$ 0.00 |
| 03/31/08                                       | 12:36PM | NA            | NA -     | DA        | 0.0     | 0.00    |
| 03/31/08                                       | 02:19PM | NA            | NA -     | DA        | 0.0     | 0.00    |
| 04/03/08                                       | 06:41PM | NA            | NA -     | DA        | 0.0     | 0.00    |
| 04/04/08                                       | 02:40PM | NA            | NA -     | DA        | 0.0     | 0.00    |
| 04/04/08                                       | 04:59PM | NA            | NA -     | DA        | 0.0     | 0.00    |
| 04/10/08                                       | 07:36PM | NA            | NA -     | DA        | 0.0     | 0.00    |
| Total Operator Services Charges for [REDACTED] |         |               |          |           | 0.0     | \$ 0.00 |
| Summary of Total Charges                       |         |               |          |           |         |         |
| TOTAL OPERATOR SERVICES CHARGES                |         |               |          |           | 0.0     | \$ 0.00 |

Operator Services Rate Type Legend.

BV = Busy Number Verification  
BI = Busy Number Call Interrupt  
DA = Directory Assistance  
OA = Operator Assistance Call

**EXHIBIT 22**

**Sample Copy of Customer Application Form**

See attached.

**CBEYOND®****Service Proposal**

For

**ABC Company****BeyondVoice I - \$495 \****All the communications tools your small business needs – one simple BeyondVoice package, one provider, one bill.***BeyondVoice Package with BeyondMobile**

1.5 Mbps High Speed Internet Access (via T1)

Landlines and Mobile Lines - *choose your configuration:*

- ☐ 6 Landlines (Business or Trunk)  
☐ 5 Landlines and 1 Mobile Line  
☐ 4 Landlines and 2 Mobile Lines

1,500 Minutes for Mobile, Long Distance and Toll Free

***Cbeyond Essentials and BeyondVoice Basics included at no charge*****Cbeyond Essentials***Productivity-enhancing tools – upgrade options available*

- 1 Voicemail Standard Box or 1 Group Box w/ 9 Extensions
- Unlimited Email Accounts w/ Spam Blocker & Virus Protection
- 1 Fax to Email Number
- Enhanced Web Hosting Plan w/ 1.5 GB Storage
- Managed Firewall
- Secure Backup & Fileshare - 2 GB Storage w/ Unlimited Users
- 1 VPN Remote User
- 60 Conference Calling Minutes (per month)
- 60 Calling Card Minutes (per month)

**BeyondVoice Basics***Package basics*

- Cbeyond Online
- 1 Standard Toll Free #
- 1 Public IP Address
- 1 Directory Listing
- Extended Local Calling (where available)
- 20 Directory Assistance Calls
- Accounting Codes
- Call Hunting (Analog)
- 200 DIDs (Digital)

*\* Package price based upon 3 year Contract Term. 1 and 2 year contract terms also available.***Upgrade Options & Additional Services \*\*****Quantity****Monthly Charge****Total**

|  |       |   |    |   |   |          |             |
|--|-------|---|----|---|---|----------|-------------|
| _____  | _____ | X | \$ | - | = | \$       | -           |
| _____  | _____ | X | \$ | - | = | \$       | -           |
| _____  | _____ | X | \$ | - | = | \$       | -           |
| _____  | _____ | X | \$ | - | = | \$       | -           |
| _____  | _____ | X | \$ | - | = | \$       | -           |
| _____  | _____ | X | \$ | - | = | \$       | -           |
| _____  | _____ | X | \$ | - | = | \$       | -           |
| <b>Monthly charge for package enhancements and additional services</b> |       |   |    |   |   | <b>=</b> | <b>\$ -</b> |

**Total Monthly Charge for BeyondVoice I & Additional Services: \*\*\****BeyondVoice Package Installation: \$500***\$ -****Sales Rep Contact Information:****Sales Rep Name***Cbeyond, Inc.*Email address

(XXX) XXX-XXXX

**\*\* Some upgrade options and additional services include:**

- Additional Landlines or Mobile Lines
- BeyondOffice - home service billed to business
- Unlimited VPN Remote Users
- Additional Long Distance Blocks
- Additional Secure Backup & Fileshare Storage

**\*\*\*** Proposal valid through the last day of the month of the Proposal Date.**\*\*\*** Price proposal does not include taxes and fees, which will range between 6% - 25% depending on call usage and service location. Cbeyond does not charge the "Federal Access Charge", also known as "FCC Charge for Network Access", "FCC Approved Customer Line Charge", or "Federal Subscriber Line Charge".

(C) 2007 Cbeyond, Inc. All rights reserved. Price listed on this sheet is an estimated monthly charge for Cbeyond services. Price does not include taxes, surcharges, installation or set-up fees. Subject to Cbeyond Terms and Conditions. Services are not available in all areas and may not work on all types of telephone equipment. Monthly usage minutes and Directory Assistance package calls expire at the end of each month.

**Proposal Date: 4/28/2008**

BVI-11-07



# THINGS YOU'LL NEED TO DO

*A quick overview of your Cbeyond installation responsibilities.  
Please refer to Cbeyond's Installation Guide for more detailed requirements.*

## **YOU PROVIDE:**

### ■ Validation of your order

To ensure your installation is as smooth as possible, we'll ask you to review and validate your order as it is shown on your Account Profile on [www.cbeyondonline.net](http://www.cbeyondonline.net). You will receive an email regarding instructions on how to do this.

### ■ A frequently checked Email address to receive your Cbeyond bill

Cbeyond does not send paper bills. Please ensure that your Accounts Payable department is aware that 100% of our customers receive bills electronically through CbeyondOnline, and validate that the correct email address is listed for your account.

### ■ Directory Listing changes

If you are moving all of your phone numbers to Cbeyond, please provide us with a copy of your Directory Listings. If you are not moving all of your phone numbers to Cbeyond, you will need to call your current provider(s) to arrange for updated Directory Listings on the numbers being kept by that provider. Based on your business needs, you may need to change numbers to non-published or establish new listings for numbers remaining with your current provider.

### ■ Your own phone and computer network (LAN) vendors at the time of activation

Cbeyond requires the presence of your phone and network vendors during the activation of your service. You are responsible for charges associated with their presence.

### ■ Disconnect notification to your current communication providers

You will need to cancel service with your previous providers. Cbeyond cannot disconnect your services from a previous carrier. For more information on exactly how to do this, visit <http://www.cbeyond.net/canceloldproviders/>

### ■ Domain Name and Web Hosting updates

- If you are not transferring your Domain Name to Cbeyond, you will need to update your email and/or Web Hosting records with your current provider.
- If you are transferring your Domain Name to Cbeyond, you must reply to emails you will receive verifying your request to transfer and comply with the instructions supplied. These emails will come from Cbeyond and Tucows, as well as your current registrar.
- If you are transferring your Web Hosting service to Cbeyond, you are responsible for transferring/uploading all of your website files to the new Cbeyond server space.

### ■ Climate controlled equipment room with grounded 120V power supply

Our Integrated Access Device (IAD) needs a climate controlled, dust-free environment to perform properly. Power supply must be Certified Earth Grounded by a licensed electrician prior to the installation of our circuit. Circuit cannot be installed if power supply is not properly grounded.

### ■ Necessary network and phone equipment

You'll need to provide an Ethernet LAN or hub and cabling; computers with network interface cards, operating systems, Internet browsers and email clients; and cabling to cross-connect your phone system to the Cbeyond phone interface.

### ■ VPN Remote User

One VPN Remote User is included in the BeyondVoice package. To activate this service, simply create your first remote user on CbeyondOnline ([www.cbeyondonline.net](http://www.cbeyondonline.net)).

### ■ Alarm Lines

You are responsible for testing your alarm once you are installed with Cbeyond to ensure it is working properly.

## **FOR DIGITAL CUSTOMERS (PRI or CAS):**

### ■ You must complete the Voice Configuration Form, which will be provided to you by your sales associate.

## **CUSTOMER ACKNOWLEDGEMENT - I understand my installation responsibilities\*.**

Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

**If you are moving to a new location, please read the following items to keep your installation moving forward.**

(A) Schedule your move date a minimum of 10 calendar days after your new location is secure, has power, has a backboard for the IAD and has a conduit blank for or to install your T-1. (B) Allow 30-45 days from the time you sign your paperwork for us to have your services prepared for your new location. (C) We cannot guarantee a delivery date for your new T-1 because your circuit may require construction, repair or replacement. Additionally, if the facility was recently built, we may need to build a new T-1. (D) When transferring numbers from your current provider, obstacles may occur beyond our control. To help prevent these obstacles and further billing, ensure that all of your paperwork is completed, including your telephone numbers and current providers. Cbeyond is not responsible for additional billing by your current provider.



\*Failure to comply with the above responsibilities can result in delays in your service installation, interruption or complete loss of services, and additional charges.  
© 2007 Cbeyond. All Rights Reserved. Services may not be available in all areas and may not work on all types of telephone equipment. Service availability and offer subject to change. Other terms and restrictions may apply. Cisco, Cisco Systems and the Cisco Powered Network mark are registered trademarks of Cisco Systems, Inc. and its affiliates. Cisco Systems is the worldwide leader in networking for the Internet. P061214





## PRE-LETTER OF AGENCY

### Customer Profile

|                               |                                |                                   |                                |                      |     |
|-------------------------------|--------------------------------|-----------------------------------|--------------------------------|----------------------|-----|
| COMPANY NAME                  |                                | MAIN PHONE #                      |                                | MAIN FAX #           |     |
| SERVICE ADDRESS               |                                | CITY                              | COUNTY                         | STATE                | ZIP |
| CURRENT NUMBER OF PHONE LINES | CURRENT LOCAL SERVICE PROVIDER | CURRENT INTERNET SERVICE PROVIDER | CURRENT LONG DISTANCE PROVIDER | BUSINESS DESCRIPTION |     |

### BTN/WTN(S)

| Area Code | Number | Area Code | Number | Area Code | Number |
|-----------|--------|-----------|--------|-----------|--------|
|           |        |           |        |           |        |
|           |        |           |        |           |        |
|           |        |           |        |           |        |
|           |        |           |        |           |        |
|           |        |           |        |           |        |

### Sales Office Information

|                          |        |
|--------------------------|--------|
| PRINTED SALE PERSON NAME | MARKET |
|--------------------------|--------|

### Additional Notes

|  |
|--|
|  |
|  |
|  |
|  |
|  |
|  |

### Authorization To Obtain Customer Information / Company Credit

For purposes only of gathering information regarding my Customer Services Record and Credit, I authorize **Cbeyond Communications** to request and review Customer Service Record information pertaining to all of my/my company's account(s) and information regarding my/my company's billing information, credit performance and ratings. It is understood that by signing this authorization, I "the customer" am not committing to purchase and or be billed for any Cbeyond services.

\_\_\_\_\_  
AUTHORIZED CUSTOMER SIGNATURE

\_\_\_\_\_  
DATE SIGNED

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
TITLE

**By my signature below, I certify that I have fully reviewed this Pre-LOA in accordance with Cbeyond's Pre-Letter-of-Authorization Validation and Customer Service Record Access Process and that it meets all the requirements set forth in that Process**

|   |              |      |
|---|--------------|------|
| Signature of Branch Operations Director (or VP-GM as alternate) | Printed Name | Date |
|   |              |      |

**By my signature below, I certify that I have obtained the requested CSR only after validating the authorization signature of the Branch Operations Director or Vice President-General Manager above.**

|  |              |      |
|--|--------------|------|
| Signature of Branch Administrator (or Pipeline Manager as alternate) | Printed Name | Date |
|  |              |      |

# VOICE CONFIGURATION

## DIGITAL INTERFACE (T1 CAS) - MULTIPLE TRUNK GROUPS (I)

This form needs to be completed by the customer's vendor and signed by the customer. Please fax completed form to Cbeyond.

### Customer Profile

|  |                          |
|--|--------------------------|
| COMPANY NAME   | VENDOR NAME              |
| WHERE IS THE PHONE EQUIPMENT LOCATED?                      | VENDOR CONTACT NAME      |
| PLEASE NOTE SPECIFIC LOCATION FOR EXTENDED CIRCUIT DEMARC. | VENDOR CONTACT SIGNATURE |

### MULTIPLE TRUNK GROUP REQUEST

This form must be completed **ONLY** if customer requires Multiple Trunk Groups on a Digital (T1 CAS) Interface

Cbeyond will accommodate multiple trunk groups for customers under the following conditions:

- o Customer's request must be reviewed and approved by a Cbeyond Design Engineer
- o A \$100 installation charge will be applied for *each* additional Trunk Group requested by the customer  
This charge will show on Customer's Cbeyond bill as "Additional Line Installation"
- o This form must be completed by the customer and vendor at least 1 week prior to the scheduled Service Activation date.  
If not received, Customer's services will be provisioned with Cbeyond's Standard Digital CAS configuration
- o Cbeyond will configure Trunk Groups according to this information provided on this form.

#### NO CHANGES WILL BE SUPPORTED AT THE TIME OF SERVICE ACTIVATION

- o After Service Activation, a \$100 charge will be applied for each maintenance activity that requires adding or deleting a Trunk Group

### Customer Acceptance

BY SIGNING BELOW, I UNDERSTAND AND AGREE TO BE BOUND BY THE CONDITIONS LISTED ABOVE.

|                       |                            |
|-----------------------|----------------------------|
| Customer Contact Name | Customer Contact Signature |
|-----------------------|----------------------------|

### Digital Trunk Configuration

| Trunk Group | Trunk Line Range * | Direction |          |       | Trunk Group BTN's   |                                      | Line Provisioning |      |     | Services (1)    |  |
|-------------|--------------------|-----------|----------|-------|---|--------------------------------------|-------------------|------|-----|-----------------|--|
|             |                    | Inbound   | Outbound | Combo | Telephone Number (NPA) NXX-XXXX<br>Number displayed for Caller ID<br>(one BTN Required Per Trunk Group) | Overflow Roll To:<br>(A, B, C, Etc.) | Fax Line          | Port | New | Acct. Codes (2) | DID (3)<br>(Fill in w/ DID Block # from Digital Local Line Order Form) |
| A           |                    | ✓         | ✓        | ✓     |   |                                      | ✓                 | ✓    | ✓   | ✓               |  |
| B           |                    |           |          |       |   |                                      |                   |      |     |                 |  |
| C           |                    |           |          |       |   |                                      |                   |      |     |                 |  |
| D           |                    |           |          |       |   |                                      |                   |      |     |                 |  |

\* Max of 15 lines for BeyondVoice I; 24 for BeyondVoice II; 48 for BeyondVoice III

CBEYOND DESIGN ENGINEER APPROVAL:

DATE:

### Customer Phone Equipment

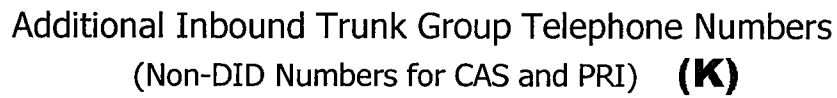
|  |                      |                 |
|--|----------------------|-----------------|
| Select one:<br>PBX <input type="checkbox"/> Key System <input type="checkbox"/> Hybrid Key System <input type="checkbox"/> | System Manufacturer: | System Model #: |
|--|----------------------|-----------------|

### Non-Standard Configuration Parameters

| Standard                  |                   | Non-Standard Options   |  | ✓ for Non-Standard Options |
|---------------------------|-------------------|--|--|----------------------------|
| Signaling                 | E & M Wink        | E&M Immediate  |  |                            |
| Framing                   | ESF               | D4   |  |                            |
| Line Coding               | B8ZS              | AMI  |  |                            |
| Digits Pulsed Requirement | Four              | Three, Seven or Ten  |  | Enter Digit Value :        |
| Inbound Trunk Selection   | Ascending         | Note: Non-Standard Configurations require more time to set-up, so your installation time will be longer. |  |                            |
| Outbound Trunk Selection  | Descending        |  |  |                            |
| Glare                     | Cbeyond is Master |  |  |                            |
| Clocking                  | Cbeyond is Master |  |  |                            |

#### IMPORTANT NOTES:

- All trunk groups will receive 900/976 Blocking and Collect/3<sup>rd</sup> Party Blocking. Optional features listed above will be applied at the trunk group level.
- Accounting Codes can only be applied to outbound or combo Trunks.
- DID can only be applied to Inbound or Combo Trunks.
- Cbeyond does not offer access to dial-around numbers, such as 10-10-xxx.



COMPANY NAME

[illegible]

**The Customer should order DIDs if they require more Additional Inbound Trunk Group Telephone Numbers than active Trunk Lines.**

[illegible]

## DATA CONFIGURATION

### SecureVPN Off-Net **(0)**

This form needs to be completed for each off-network location that will be connected to the SecureVPN and signed by the customer or customer's vendor. Completion of this form is required for activation of the SecureVPN Off-Net product. Please Fax completed forms to Cbeyond.  
 Please Note: VPN service will be activated at each off-network location within 2-3 weeks of the date of the customer's BeyondVoice activation.

#### Customer Profile

|                     |  |
|---------------------|--|
| COMPANY NAME        | VENDOR COMPANY NAME                            |
| VENDOR CONTACT NAME | VENDOR CONTACT SIGNATURE OR CUSTOMER SIGNATURE |

#### SecureVPN Off-Net does NOT Support

|                                  |                               |
|----------------------------------|-------------------------------|
| <b>Encryption Protocol</b>       | AES                           |
| <b>Authentication Method</b>     | RSA signature, RSA encryption |
| <b>Traffic Security Protocol</b> | AH                            |
| <b>IPSec Mode</b>                | Transport                     |
| <b>SA Establishment Method</b>   | Manual Configuration          |

#### Configuration Options

The purpose of this section is to capture the technical information needed to properly configure the off-network location to connect to the SecureVPN. Please specify the appropriate parameters below.

| Parameter                              |   | Customer Configuration             |                      |                               |
|--|---|------------------------------------|----------------------|-------------------------------|
| IP Address or FQDN of Off-Network Site | → |                                    |                      |                               |
| Pre-shared Key                         | → | Auto-generate (default)<br>_____   | Pre-defined<br>_____ |                               |
| Encryption Protocol                    | → | Triple DES/3DES (default)<br>_____ | DES<br>_____         |                               |
| Authentication Algorithm               | → | MD5 (default)<br>_____             | SHA-1<br>_____       |                               |
| IKE Mode                               | → | Main (default)<br>_____            | Agressive<br>_____   |                               |
| IKE Identification Method              | → | IP Address (default)<br>_____      | FQDN<br>_____        |                               |
| IKE/IPSec Diffie-Hellman Group         | → | Group2 (default)<br>_____          | Group1<br>_____      | Group5<br>_____               |
| Perfect Forward Secrecy                | → | Yes (default)<br>_____             |                      | No<br>_____                   |
| Key Lifetime                           | → | 1 Hour (default)<br>_____          |                      | Other (up to 24 hrs)<br>_____ |
| ISAKMP SA Lifetime                     | → | 24 Hours (default)<br>_____        |                      | Other (up to 24 hrs)<br>_____ |

The purpose of this section is to capture the network destination(s) the off-network location will be connected to through the SecureVPN. A specific source and destination pair must be defined for each tunnel connection (if more space is needed, please attach a separate sheet).

| Cbeyond Site     |             | Remote Site       |             |
|------------------|-------------|-------------------|-------------|
| On-Net IP Subnet | Subnet Mask | Off-Net IP Subnet | Subnet Mask |
|                  |             |                   |             |
|                  |             |                   |             |
|                  |             |                   |             |
|                  |             |                   |             |
|                  |             |                   |             |
|                  |             |                   |             |
|                  |             |                   |             |
|                  |             |                   |             |
|                  |             |                   |             |
|                  |             |                   |             |



COMPANY NAME

[illegible]

- <sup>1</sup> Percent Call Allocation allows 5 possible configurations:
  - 5 locations, each receives 20% of calls
  - 4 locations, each receives 25% of calls
  - 3 locations, each receives 33% of calls
  - 2 locations, one receives 75% and the other 25%
  - 2 locations, one receives 90%, the other receives 10%.
- <sup>2</sup> Time of Day Routing Up to 10 half hour increments can be selected, using up to 4 terminating numbers.
  - e.g. 12:30 pm-5:00 pm (678-424-2441)
  - 5:00 pm-11:00 pm (678 424 -24432)
  - 11:00 pm-6:00 am (678-424-2443)
  - 6:00 am-12:00 pm (678-424-2444)
  - 12:00 pm-12:30 pm (678-424-2441)
- <sup>3</sup> Day of Week Routing - specify day of week. Calls will be routed to up to 7 locations, one each day.

# DATA CONFIGURATION (P)

## DATA SERVICES

This form needs to be completed by the customer or customer's vendor. Please Fax completed form to Cbeyond.

### Customer Profile

COMPANY NAME

VENDOR NAME

VENDOR CONTACT NAME

VENDOR CONTACT PHONE NUMBER

### Customer LAN Equipment PC Software Versions

|  |  |
|--|--|
| Please select operating systems installed on these computers | Windows 95 or later <input type="checkbox"/> NT <input type="checkbox"/> Windows Me <input type="checkbox"/> Windows 98/98SE <input type="checkbox"/> Windows XP <input type="checkbox"/> MAC OS 8.0+ <input type="checkbox"/> |
| If other, please specify here:                               |  |
| Please select Internet browsers installed on these computers | Microsoft Explorer 5.0 or later <input type="checkbox"/> Netscape 4.7 or later <input type="checkbox"/>  |
| If other, please specify here:                               |  |
| Please select email clients installed on these computers     | Microsoft Outlook Express 5.0 or later <input type="checkbox"/> Netscape Navigator 4.7 or later <input type="checkbox"/> Microsoft Outlook 97 or later <input type="checkbox"/>  |
| If other, please specify here:                               |  |

### Domain Name Registration

Do you have Domain Name Registration (DNS) hosted on the Internet? Yes ☐ No ☐ Are you transferring the DNS to Cbeyond? Yes ☐ No ☐  
 If yes, Cbeyond will transfer and and update your DSN. If no, you will need to work with your hosting provider to make any updates for Cbeyond services (i.e. E-mail, website services.)

### IP Addressing

Specify type of current Internet access: Dial-Up/ISDN ☐ DSL ☐ T1 ☐ Other ☐ None ☐

Current # of PC's/workstations requiring Internet access: \_\_\_\_\_ Future # of PC's/workstations requiring Internet access: \_\_\_\_\_

Does customer have a LAN? Yes ☐ No ☐ Does LAN use Network Address Translation? Yes ☐ No ☐

| Current IP Address<br>(List all IP Addresses on customer's network and check all functions) | Check all the functions that apply |                 |              |             |     |              |          |              |               |                | Requires access from public Internet? |        | Current IP Address |   |  |
|---|------------------------------------|-----------------|--------------|-------------|-----|--------------|----------|--------------|---------------|----------------|---------------------------------------|--------|--------------------|---|--|
|   | Routers / Firewall                 | Hosting Servers | Mail Servers | DNS Servers | FTP | File Servers | Printers | Dial-Up Pool | Others (List) | YES            | NO                                    | Public | Private            |   |  |
|   |                                    |                 |              |             |     |              |          |              |               | Customer Owned | ISP                                   |        |                    |   |  |
|   | ✓                                  | ✓               | ✓            | ✓           | ✓   | ✓            | ✓        | ✓            | ✓             | ✓              | ✓                                     | ✓      | ✓                  | ✓ |  |
|   |                                    |                 |              |             |     |              |          |              |               |                |                                       |        |                    |   |  |
|   |                                    |                 |              |             |     |              |          |              |               |                |                                       |        |                    |   |  |
|   |                                    |                 |              |             |     |              |          |              |               |                |                                       |        |                    |   |  |
|   |                                    |                 |              |             |     |              |          |              |               |                |                                       |        |                    |   |  |
|   |                                    |                 |              |             |     |              |          |              |               |                |                                       |        |                    |   |  |
|   |                                    |                 |              |             |     |              |          |              |               |                |                                       |        |                    |   |  |
|   |                                    |                 |              |             |     |              |          |              |               |                |                                       |        |                    |   |  |
|   |                                    |                 |              |             |     |              |          |              |               |                |                                       |        |                    |   |  |
|   |                                    |                 |              |             |     |              |          |              |               |                |                                       |        |                    |   |  |
|   |                                    |                 |              |             |     |              |          |              |               |                |                                       |        |                    |   |  |

If additional space is needed to list current IP addresses, please make a copy of this form to list the additional IP address. Check the box if another form is attached: ☐

If customer is requesting additional public IP's for use within the next 30 - 60 days, please specify how customer would use each IP by checking the functions below:

| Requested IP Address | Check all the functions that apply |                 |              |             |     |              |          |              |               |     | Requires access from public Internet? |  |
|----------------------|------------------------------------|-----------------|--------------|-------------|-----|--------------|----------|--------------|---------------|-----|---------------------------------------|--|
|                      | Routers / Firewall                 | Hosting Servers | Mail Servers | DSN Servers | FTP | File Servers | Printers | Dial-Up Pool | Others (List) | YES | NO                                    |  |
|                      |                                    |                 |              |             |     |              |          |              |               |     |                                       |  |
| Cbeyond To Assign    | ✓                                  | ✓               | ✓            | ✓           | ✓   | ✓            | ✓        | ✓            | ✓             | ✓   | ✓                                     |  |
| Cbeyond To Assign    |                                    |                 |              |             |     |              |          |              |               |     |                                       |  |
| Cbeyond To Assign    |                                    |                 |              |             |     |              |          |              |               |     |                                       |  |
| Cbeyond To Assign    |                                    |                 |              |             |     |              |          |              |               |     |                                       |  |
| Cbeyond To Assign    |                                    |                 |              |             |     |              |          |              |               |     |                                       |  |

### Additional Notes

### Technical Contact Information

ARIN HANDLE (Required for Public IP's) TECHNICAL CONTACT NAME (REQUIRED) TECHNICAL CONTACT TITLE TECHNICAL CONTACT PHONE # (REQUIRED) TECHNICAL CONTACT EMAIL (REQUIRED)

I verify that I am authorized to represent the organization below and that the above information is true and correct. I understand that Internet Protocol Version 4 address space is limited and that users of the Internet are responsible for conserving address space.

SIGNATURE PRINTED NAME TITLE DATE SIGNED

## Service Commitment Terms and Conditions

This Service Commitment is an addendum to the Service Agreement Terms and Conditions.

### Service Commitment

If Customer's Cbeyond service does not perform in accordance with Cbeyond's promised standards during the first sixty (60) days of service, and if Cbeyond is unable to resolve performance issues upon notification, Customer may terminate the service in accordance with the terms and limitations described below and, if Customer is returning to its prior provider for the same nature and scope of services that were previously provided by said provider, Cbeyond will credit or reimburse the Customer for certain line connection re-installation charges.

### Limitations

In order to invoke the Service Commitment, Customer must have reported troubles to Cbeyond Technical Support, and Technical Support must have verified the trouble. Customer must provide reasonable assistance to identify and remedy the reported problem. Reasonable assistance includes, but is not limited to, promptly reporting the problem to Cbeyond Technical Support, providing Cbeyond access to your premises, and assisting Cbeyond with identification and resolution of the problem.

The Service Commitment applies to service quality, outages or interruptions only. The Service Commitment cannot be invoked in any other circumstances, such as, but not limited to, the following: customer is moving to a different location customer no longer has business need for services; customer is closing the business location; or customer becomes aware of an existing contract for services with another provider.

In all circumstances, including those in which the Service Commitment is invoked, if the customer terminates the contract with Cbeyond prior to the end of the Service period, all promotional credits will be reversed to the customer's account. This includes any waiver of installation fees.

Cbeyond reserves the right to change or modify the program rules and regulations of this limited commitment program at any time without notice.

### Charges And Payments

If you switch your service back to your previous local provider, Cbeyond will reimburse you for the actual standard cost paid by you for the re-installation of your local telephone service, if any, up to \$100 per local line or a maximum of \$1,000 per account, provided that the services your previous local provider installs for you are the same type and scope of services you had before switching to Cbeyond and provided at the same customer location(s). If you do not switch back to the same provider you had before coming to Cbeyond or if you do not receive the same level and type of service that you had with your previous provider, Cbeyond will not reimburse you for the switching charges. Any vendor-related costs you incur in switching back your services will not be reimbursed.

If you did not pay Cbeyond for installation charges or only paid partial installation charges, due to a promotion or a waiver, you will need to pay for the full service installation charge prior to Cbeyond issuing a reimbursement. You are responsible for all charges incurred on your account from the use of Cbeyond's service. Your account must be current with all payment before a service commitment reimbursement is processed to your account.

### Customer's Responsibilities

To take advantage of this offer, you must provide written notice to Cbeyond Customer Care within the first 60 days after service installation with the reasons why you are not satisfied with the service you are receiving from Cbeyond and give Cbeyond an opportunity to resolve the service issue. You must inform Cbeyond of the service issues as soon as you discover them and give Cbeyond an opportunity to fix them. At the time you inform Cbeyond Customer Care that you want to disconnect your service, you must affirmatively state that you want to invoke the Service Commitment. Failure to do so negates your right to invoke this service commitment at a later date. To provide written notice, log in to Cbeyond Online select "My Requests" under the Account info section and add a new request.

You are responsible for making all necessary arrangements to switch your services back to your previous provider. Cbeyond is not responsible for ordering any service change, nor liable for any outage or inconvenience you may experience during the switchover. You will be responsible for paying all charges related to switching your services. Cbeyond will reimburse you for the actual re-installation cost but will not pay your provider directly. In order for Cbeyond to determine the appropriate reimbursement, you must send Cbeyond, within 60 days of service disconnection, the invoice showing the services you had prior to establishing service with Cbeyond and, you must provide the invoice detailing the re-installation costs and proof of payment for such reimbursement costs. In addition, all Cbeyond equipment must have been returned undamaged to Cbeyond. If the Customer satisfies the requirements stated herein, Cbeyond will process a credit to your account or, if you are current with all payments, Cbeyond will issue a check in the appropriate amount as solely determined by Cbeyond. If the prior provider does not charge any installation fee or has waived such fee, then there will be no reimbursement.

**CBeyond SHARING SERVICE  
TERMS AND CONDITIONS - ALL MARKETS (ADDENDUM)**

This Addendum amends, and is part, of the Customer's Terms & Conditions

Cbeyond and Customer hereby agree to amend the Terms & Conditions Agreement executed by the parties by this Addendum. The parties agree as follows:

- (i.) Cbeyond Communications does not assume or imply any contractual agreement with any business at a shared location other than customer indicated on the service agreement ("Customer"). Customer hereby agrees explicitly that it shall indemnify, defend and hold harmless, Cbeyond, its Affiliates and its and their respective officers, directors, employees and agents from and against any and all losses, costs, obligations, liabilities, damages, actions, suits, causes of action, claims, subpoenas demands, settlements, judgments, and other expenses, (including but not limited to cost of defense, settlement, and reasonable attorney's fees) of whatever type or nature which are asserted against, incurred, imposed upon or suffered by Cbeyond by reason of, or arising from (1) Customer's sharing with any third party some or all of the services provided to it by Cbeyond, or (2) Customer's resale to any third party some or all of the services provided to it by Cbeyond.
- (ii.) All communications regarding services received from Cbeyond Communications are limited to Cbeyond Communications and the customer indicated on the service agreement
- (iii.) The customer indicated on the service agreement is the one point of contact for bill payment. Cbeyond will not provide separate bills to other businesses sharing this service. In turn, Cbeyond will only accept payments from the responsible billed company.
- (iv.) The customer indicated on the service agreement is the one point of contact for this account for all services received from Cbeyond Communications. This includes all present and future moves, adds, deletions or changes.
- (v.) If a sharing company request a directory listing, the billed customer must request and pay for this listing as an additional listing.
- (vi.) In the case where multiple businesses are sharing the same Cbeyond account, only the business name indicated on the service agreement will be displayed for calls made outbound from the customer's location.
- (vii.) The customer indicated on the Service Agreement is not permitted to resell Cbeyond Service by marking up the cost of services or collect more from the sharing company(ies) than its proportionate share of the cost of service.
- (viii.) Shared tenant situations in which the Cbeyond customer of record is providing office space or other services to its tenant customers are special cases of service sharing. These must be approved by Cbeyond Product Management on a case by case basis prior to contract signing.

Company Name



Authorized Signature



Date

## MULTIPLE ACCOUNTS: BILLING AND PAYMENT

Cbeyond provides a consolidated billing option for the convenience of customers with more than one account in the same city, or across more than one Cbeyond-served city. Under this billing option:

- Your Main Office account will receive a consolidated invoice with summarized charges for each of your Branch Office accounts
- Payments toward your Main Office invoice will be automatically applied to the appropriate Branch Office accounts
- The billing administrator of your Main Office account can view the bills for each Branch Office account at Cbeyond Online
- Your Branch Offices will receive a non-payable copy of their own bill

To setup consolidated billing, please provide the following information for your company:

| Main Office? | Account Name | Billing Contact Name | Billing Contact Email Address |
|--------------|--------------|----------------------|-------------------------------|
|              |              |                      |                               |
|              |              |                      |                               |
|              |              |                      |                               |
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|              |              |                      |                               |
|              |              |                      |                               |
|              |              |                      |                               |
|              |              |                      |                               |

### Important Notes:

- Customers with more than one account who do not wish to take advantage of the centralized billing option will receive separate bills for each account.
- Cbeyond is not able to support sharing package minutes across accounts.

### Customer Acceptance

By signing below, I acknowledge that the Main Office account will be the invoicing contact and will receive the invoicing notifications for each Branch Office account I have identified for Cbeyond. At any time my company may elect to discontinue this consolidated billing option, at which time each account will receive a separate invoice.

| CUSTOMER NAME | CUSTOMER SIGNATURE | CUSTOMER TITLE | DATE |
|---------------|--------------------|----------------|------|
|               |                    |                |      |



**CERTIFICATE OF EXEMPTION FROM FEDERAL EXCISE TAX  
ON CHARGES FOR COMMUNICATION SERVICES**

***Fax Completed Form to Cbeyond Finance at (678) 990-9919***

☐ New

☐ Renewal

BILLING NAME

BILLING NO'S

BILLING ADDRESS

The undersigned represents he/she is authorized to execute this certificate and hereby claims exemption from taxes imposed by Section 4251 of the Internal Revenue Code under the following provisions. (Check applicable section and provide information where required.)

**A. ☐ GOVERNMENTAL ORGANIZATIONS**

The undersigned claim exemption from the tax imposed on all communications service billed to or to be billed the undersigned. The undersigned certifies such exemptions is allowable by law because such service is being and will be furnished to and charges will be paid from the funds of (check one):

☐ The United States (Section 4293)

A state or political subdivision thereof (Section 4253(I))

☐ An Indian tribal government or political subdivision (Section 4253(i); Section 7871)

☐ A public International Organization (Section 4253(c); Section 7701(a)(18)) made tax exempt by Presidential Executive Order No.

☐ An organization created and specifically designed tax exempt by Act of Congress. Public Law No.

☐ A quasi-governmental organization, performing the civic function of \_\_\_\_\_ paid from the funds of; \_\_\_\_\_  
(Name of Exempt Organization)

**B. ☐ AMBASSADORS, MINISTERS OR OTHER DIPLOMATIC REPRESENTATIVES**

The undersigned certifies that he/she is an ambassador, minister or other duly accredited diplomatic representative of a foreign governmental or is a member of his or her household (excluding servants), and attaché', secretary or clerk. The undersigned further certified that he/she is a national of the country of the diplomatic mission where employed and is neither a citizen nor a permanent resident of the United State in an immigrant status.

**OR**

The undersigned certifies that he/she is an officer of a mission to the United Nations serving in a representative capacity or is a family member living with

**C. ☐ CONSULAR OFFICERS WHOSE FOREIGN GOVERNMENT HAVE TREATIES WITH THE USA**

The undersigned claims exemption from the taxes imposed on charges billed or to be billed the undersigned for telephone service without regard to whether the transaction is official or personal. The undersigned certifies that such exemption is allowable by law in accordance with the provision of the Government's Treaty with the United States and that the undersigned is not engaged in professional business, trade, or commerce and is not a citizen of the United States.

Name of Foreign Government \_\_\_\_\_

Name of Treaty \_\_\_\_\_

Date of Treaty \_\_\_\_\_

**D. ☐ CONSULATES, AGENCIES AND COMMISSIONS OF FOREIGN GOVERNMENTS**

The undersigned claims exemption for the taxes imposed on charges billed or to be billed for services used in the performance of office functions for which payment is made by \_\_\_\_\_ (Name of Foreign Government)

**E. ☐ SCHOOL OPERATES AS AN ACTIVITY OF A CHURCH, PARISH OR OTHER RELIGIOUS BODY**

The undersigned certifies that the communication services or facilities furnished to be furnished to the institution will be paid for from the funds of the institution and are the exclusive use of a school. The school, operated as an activity of the church, parish or other religious body normally has a regularly enrolled body of students in attendance at the place where its educational activities are regularly carried on, and has as its principal function the providing of formal education. (continued on page 2)

E. (cont'd) Company Name: \_\_\_\_\_

Paid from the funds of: \_\_\_\_\_

Company Name: \_\_\_\_\_

**F. ☐ NONPROFIT EDUCATION ORGANIZATION**

The undersigned certifies that the communication services or facilities furnished or to be furnished to the organization will be paid from funds of the organization and are for the exclusive use of the organization in the education activities which qualify it for exemption from tax under Section 4253(j) of the Internal Revenue Code. The exempt organization normally maintains a regular faculty and curriculum, normally has a regularly enrolled body of students in attendance at the place where its activities are regularly carried on, and has as its principal function the providing of formal education.

The organization claiming exemption under this certificate has received a determination letter (or ruling) from the Internal Revenue Service holding the organization to be exempt from income tax as an organization described in Section 501(c)(3) of the Internal Revenue Code (or has received such determination letter (or ruling) under corresponding provisions for prior revenue laws and the undersigned certifies that it is an "educational organization" as described in Section 170(b)(1)(A)(ii) and the attendant regulations. The date of such determination letter (or ruling) is \_\_\_\_\_ and such determination letter (or ruling) has not been withdrawn or revoked.

Paid from the funds of: \_\_\_\_\_

**G. ☐ NONPROFIT HOSPITAL**

The undersigned has received a determination letter (or ruling) from the Internal Revenue Service holding organization to be exempt from income tax under Section 501(a) of the Internal Revenue Code (or has received such determination letter (or ruling) under the corresponding provisions or prior revenue laws) AND the undersigned certifies that it is a "hospital" as defined in Section 170(b)(A)(iii) and the attendant regulations. The date of such determination letter (or ruling) is \_\_\_\_\_ and such determination letter (or ruling) has not been withdrawn or revoked

Paid from the funds of: \_\_\_\_\_

**H. ☐ OTHER REASON**

Acceptable only if accompanied by a determination letter from the Internal Revenue Service explaining the basis of exemption from Federal Excise Tax.

Reason: \_\_\_\_\_

The undersigned agrees to notify the provider of services in writing when the basis for tax exemption indicated above changes or ceases to exist. The undersigned certifies that the exemption claimed is allowable under applicable laws and understands that the fraudulent use of this certificate for the purpose of securing this exemption will subject each and all guilty parties to a fine of not more than \$100,000 (\$500,000 for corporations), or to imprisonment for not more than five years, or both, together with costs of prosecution (IRC Section 7201).

Billing Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

**FOR OFFICE USE:**

Received By: \_\_\_\_\_  
Telephone: \_\_\_\_\_

Office: \_\_\_\_\_  
Date: \_\_\_\_\_

**TEXAS SALES AND USE TAX EXEMPTION CERTIFICATION**

**Fax Completed Form to Cbeyond Finance at (678) 990-9919**

|  |                              |
|--|------------------------------|
| Name of purchaser, firm or agency                  |                              |
| Address (Street& number, P.O. Box or Route number) | Phone (Area code and number) |
| City, State, ZIP code                              |                              |

I, the purchaser named above, claim an exemption from payment of sales and use taxes for the purchase of taxable items described below or on the attached order or invoice form:

Seller: \_\_\_\_\_

Street Address: \_\_\_\_\_ City, State, ZIP code: \_\_\_\_\_

Description of items to be purchased or on the attached order or invoice:

Purchaser claims this exemption for the following reason:

I understand that I will be liable for payment of sales or use taxes which may become due for failure to comply with the provisions of the Tax Code: Limited Sales, Excise, and Use Tax Act; Sales and Use Taxes for Special Purpose Taxing Authorities; County Sales and Use Tax Act; County Health Services Sales and Use Tax; The Texas Health and Safety Code; Special Provisions Relating to Hospital Districts, Emergency Services Districts, and Emergency Services Districts in the counties with a population of 125,000 or less

*I understand that it is a criminal offense to give an exemption certificate to the seller for taxable items that I know, at the time of purchase, will be used in a manner other than that expressed in this certificate and, depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.*

|              |                  |              |             |
|--------------|------------------|--------------|-------------|
| Sign<br>here | Purchaser: _____ | Title: _____ | Date: _____ |
|--------------|------------------|--------------|-------------|

NOTE: This certificate cannot be issued for the purchase, lease, or rental of a motor vehicle.

*THIS CERTIFICATE DOES NOT REQUIRE A NUMBER TO BE VALID.*

Sales and Use Tax "Exemption Numbers" or "Tax Exempt" Numbers do not exist.

This certificate should be furnished to the supplier. Do **not** send the completed certificate to the Comptroller of Public Accounts.

**EXHIBIT 24**

**List of Ohio ILEC Exchanges Cbeyond Communications, LLC Intends to Serve**

See attached form.

Company Name:

Cbeyond Communications, LLC

dba:

Certificate Number:

Select All AT&amp;T Ohio

AT&amp;T OH

Select All United Telephone dba

EmbarqSprint

Embarq

Select All Verizon North

Verizon

Select All Cincinnati Bell

Cinci Bell

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

\* Hanover was inadvertently omitted from the exchange name which was updated on 9-6-06.

| ILEC          | COUNTY     | EXCHANGE                 | PMA |
|---------------|------------|--------------------------|-----|
| Arcadia       | HANCOCK    | Arcadia                  |     |
| Arthur Mutual | PAULDING   | Arthur                   |     |
| AT&T Ohio     | ADAMS      | Winchester               | X   |
| AT&T Ohio     | ATHENS     | Nelsonville              | X   |
| AT&T Ohio     | BELMONT    | Barnesville              | X   |
| AT&T Ohio     | BELMONT    | Bellaire                 | X   |
| AT&T Ohio     | BELMONT    | Bethesda                 | X   |
| AT&T Ohio     | BELMONT    | Martins Ferry-Bridgeport | X   |
| AT&T Ohio     | BELMONT    | Somerton                 | X   |
| AT&T Ohio     | BELMONT    | St. Clairsville          | X   |
| AT&T Ohio     | BROWN      | Aberdeen                 | X   |
| AT&T Ohio     | BROWN      | Ripley                   | X   |
| AT&T Ohio     | BUTLER     | Middletown               | X   |
| AT&T Ohio     | BUTLER     | Monroe                   | X   |
| AT&T Ohio     | BUTLER     | Trenton                  | X   |
| AT&T Ohio     | CHAMPAIGN  | Christiansburg           | X   |
| AT&T Ohio     | CLARK      | Donnelsville             | X   |
| AT&T Ohio     | CLARK      | Enon                     | X   |
| AT&T Ohio     | CLARK      | Medway                   | X   |
| AT&T Ohio     | CLARK      | New Carlisle             | X   |
| AT&T Ohio     | CLARK      | North Hampton            | X   |
| AT&T Ohio     | CLARK      | Pitchin                  | X   |
| AT&T Ohio     | CLARK      | South Charleston         | X   |
| AT&T Ohio     | CLARK      | South Vienna             | X   |
| AT&T Ohio     | CLARK      | Springfield              | X   |
| AT&T Ohio     | CLARK      | Tremont City             | X   |
| AT&T Ohio     | COLUMBIANA | Columbiana               | X   |
| AT&T Ohio     | COLUMBIANA | East Liverpool           | X   |
| AT&T Ohio     | COLUMBIANA | East Palestine           | X   |
| AT&T Ohio     | COLUMBIANA | Leetonia                 | X   |
| AT&T Ohio     | COLUMBIANA | Lisbon                   | X   |
| AT&T Ohio     | COLUMBIANA | New Waterford            | X   |
| AT&T Ohio     | COLUMBIANA | Rogers                   | X   |
| AT&T Ohio     | COLUMBIANA | Salem                    | X   |
| AT&T Ohio     | COLUMBIANA | Salineville              | X   |
| AT&T Ohio     | COLUMBIANA | Wellsville               | X   |
| AT&T Ohio     | COSHOCTON  | Conesville               | X   |
| AT&T Ohio     | COSHOCTON  | Coshocton                | X   |
| AT&T Ohio     | COSHOCTON  | West Lafayette           | X   |
| AT&T Ohio     | CUYAHOGA   | Bedford                  | X   |
| AT&T Ohio     | CUYAHOGA   | Berea                    | X   |
| AT&T Ohio     | CUYAHOGA   | Brecksville              | X   |

| ILEC      | COUNTY    | EXCHANGE               | PMA |
|-----------|-----------|------------------------|-----|
| AT&T Ohio | CUYAHOGA  | Chagrin Falls          | X   |
| AT&T Ohio | CUYAHOGA  | Cleveland              | X   |
| AT&T Ohio | CUYAHOGA  | Gates Mills            | X   |
| AT&T Ohio | CUYAHOGA  | Hillcrest              | X   |
| AT&T Ohio | CUYAHOGA  | Independence           | X   |
| AT&T Ohio | CUYAHOGA  | Montrose [CUY]         | X   |
| AT&T Ohio | CUYAHOGA  | North Royalton         | X   |
| AT&T Ohio | CUYAHOGA  | Olmsted Falls          | X   |
| AT&T Ohio | CUYAHOGA  | Strongsville           | X   |
| AT&T Ohio | CUYAHOGA  | Terrace                | X   |
| AT&T Ohio | CUYAHOGA  | Trinity                | X   |
| AT&T Ohio | CUYAHOGA  | Victory                | X   |
| AT&T Ohio | ERIE      | Bloomington            | X   |
| AT&T Ohio | ERIE      | Castalia               | X   |
| AT&T Ohio | ERIE      | Sandusky               | X   |
| AT&T Ohio | FAIRFIELD | Carroll                | X   |
| AT&T Ohio | FAIRFIELD | Lancaster              | X   |
| AT&T Ohio | FAIRFIELD | Rushville              | X   |
| AT&T Ohio | FAIRFIELD | Sugar Grove            | X   |
| AT&T Ohio | FAYETTE   | Bloomington            | X   |
| AT&T Ohio | FAYETTE   | Jeffersonville         | X   |
| AT&T Ohio | FAYETTE   | Milledgeville          | X   |
| AT&T Ohio | FAYETTE   | Washington Court House | X   |
| AT&T Ohio | FRANKLIN  | Alton                  | X   |
| AT&T Ohio | FRANKLIN  | Canal Winchester       | X   |
| AT&T Ohio | FRANKLIN  | Columbus               | X   |
| AT&T Ohio | FRANKLIN  | Dublin                 | X   |
| AT&T Ohio | FRANKLIN  | Gahanna                | X   |
| AT&T Ohio | FRANKLIN  | Grove City             | X   |
| AT&T Ohio | FRANKLIN  | Groveport              | X   |
| AT&T Ohio | FRANKLIN  | Harrisburg             | X   |
| AT&T Ohio | FRANKLIN  | Hilliard               | X   |
| AT&T Ohio | FRANKLIN  | Lockbourne             | X   |
| AT&T Ohio | FRANKLIN  | New Albany             | X   |
| AT&T Ohio | FRANKLIN  | Reynoldsburg           | X   |
| AT&T Ohio | FRANKLIN  | Westerville            | X   |
| AT&T Ohio | FRANKLIN  | Worthington            | X   |
| AT&T Ohio | GALLIA    | Cheshire               | X   |
| AT&T Ohio | GALLIA    | Gallipolis             | X   |
| AT&T Ohio | GALLIA    | Guyan                  | X   |
| AT&T Ohio | GALLIA    | Rio Grande             | X   |
| AT&T Ohio | GALLIA    | Vinton                 | X   |
| AT&T Ohio | GALLIA    | Walnut                 | X   |
| AT&T Ohio | GEAUGA    | Burton                 | X   |
| AT&T Ohio | GEAUGA    | Chesterland            | X   |
| AT&T Ohio | GREENE    | Beavercreek            | X   |
| AT&T Ohio | GREENE    | Bellbrook              | X   |
| AT&T Ohio | GREENE    | Bowersville            | X   |
| AT&T Ohio | GREENE    | Cedarville             | X   |
| AT&T Ohio | GREENE    | Fairborn               | X   |

| ILEC      | COUNTY     | EXCHANGE                | PMA |
|-----------|------------|-------------------------|-----|
| AT&T Ohio | GREENE     | Jamestown               | X   |
| AT&T Ohio | GREENE     | Spring Valley           | X   |
| AT&T Ohio | GREENE     | Xenia                   | X   |
| AT&T Ohio | GREENE     | Yellow Springs-Clifton  | X   |
| AT&T Ohio | HANCOCK    | Findlay                 | X   |
| AT&T Ohio | HIGHLAND   | Belfast                 | X   |
| AT&T Ohio | HIGHLAND   | Danville [HIG]          | X   |
| AT&T Ohio | HIGHLAND   | Hillsboro               | X   |
| AT&T Ohio | HIGHLAND   | Marshall                | X   |
| AT&T Ohio | HIGHLAND   | Rainsboro               | X   |
| AT&T Ohio | HIGHLAND   | Sugar Tree Ridge        | X   |
| AT&T Ohio | HOCKING    | Murray City             | X   |
| AT&T Ohio | JEFFERSON  | Mingo Junction          | X   |
| AT&T Ohio | JEFFERSON  | Steubenville            | X   |
| AT&T Ohio | JEFFERSON  | Toronto                 | X   |
| AT&T Ohio | LAKE       | Leroy                   | X   |
| AT&T Ohio | LAKE       | Mentor                  | X   |
| AT&T Ohio | LAKE       | Painesville             | X   |
| AT&T Ohio | LAKE       | Wickliffe               | X   |
| AT&T Ohio | LAKE       | Willoughby              | X   |
| AT&T Ohio | LAWRENCE   | Arabia                  | X   |
| AT&T Ohio | LAWRENCE   | Ironton                 | X   |
| AT&T Ohio | LUCAS      | Holland                 | X   |
| AT&T Ohio | LUCAS      | Maumee                  | X   |
| AT&T Ohio | LUCAS      | Toledo                  | X   |
| AT&T Ohio | LUCAS      | Whitehouse              | X   |
| AT&T Ohio | MADISON    | London                  | X   |
| AT&T Ohio | MADISON    | Sedalia                 | X   |
| AT&T Ohio | MADISON    | South Solon             | X   |
| AT&T Ohio | MADISON    | West Jefferson          | X   |
| AT&T Ohio | MAHONING   | Canfield                | X   |
| AT&T Ohio | MAHONING   | Lowellville             | X   |
| AT&T Ohio | MAHONING   | North Jackson           | X   |
| AT&T Ohio | MAHONING   | North Lima              | X   |
| AT&T Ohio | MAHONING   | Sebring                 | X   |
| AT&T Ohio | MAHONING   | Youngstown              | X   |
| AT&T Ohio | MIAMI      | Fletcher-Lena           | X   |
| AT&T Ohio | MIAMI      | Piqua                   | X   |
| AT&T Ohio | MONROE     | Beallsville             | X   |
| AT&T Ohio | MONROE     | Clarington              | X   |
| AT&T Ohio | MONROE     | Duffy                   | X   |
| AT&T Ohio | MONROE     | Graysville              | X   |
| AT&T Ohio | MONROE     | Lewisville              | X   |
| AT&T Ohio | MONROE     | Woodsfield              | X   |
| AT&T Ohio | MONTGOMERY | Centerville [MOT]       | X   |
| AT&T Ohio | MONTGOMERY | Dayton                  | X   |
| AT&T Ohio | MONTGOMERY | Miamisburg-W.Carrollton | X   |
| AT&T Ohio | MONTGOMERY | Vandalia                | X   |
| AT&T Ohio | MUSKINGUM  | Dresden                 | X   |
| AT&T Ohio | MUSKINGUM  | Fultonham               | X   |

| ILEC      | COUNTY     | EXCHANGE            | PMA |
|-----------|------------|---------------------|-----|
| AT&T Ohio | MUSKINGUM  | Norwich             | X   |
| AT&T Ohio | MUSKINGUM  | Philo               | X   |
| AT&T Ohio | MUSKINGUM  | Zanesville          | X   |
| AT&T Ohio | PERRY      | Corning             | X   |
| AT&T Ohio | PERRY      | Glenford            | X   |
| AT&T Ohio | PERRY      | New Lexington       | X   |
| AT&T Ohio | PERRY      | Roseville           | X   |
| AT&T Ohio | PERRY      | Shawnee             | X   |
| AT&T Ohio | PERRY      | Somerset            | X   |
| AT&T Ohio | PERRY      | Thornville          | X   |
| AT&T Ohio | PICKAWAY   | New Holland         | X   |
| AT&T Ohio | PORTAGE    | Atwater             | X   |
| AT&T Ohio | PORTAGE    | Kent                | X   |
| AT&T Ohio | PORTAGE    | Mantua              | X   |
| AT&T Ohio | PORTAGE    | Mogadore            | X   |
| AT&T Ohio | PORTAGE    | Ravenna             | X   |
| AT&T Ohio | PORTAGE    | Rootstown           | X   |
| AT&T Ohio | SANDUSKY   | Fremont             | X   |
| AT&T Ohio | SANDUSKY   | Lindsey             | X   |
| AT&T Ohio | SENECA     | Fostoria            | X   |
| AT&T Ohio | SENECA     | New Riegel          | X   |
| AT&T Ohio | SENECA     | Tiffin              | X   |
| AT&T Ohio | STARK      | Alliance            | X   |
| AT&T Ohio | STARK      | Canal Fulton        | X   |
| AT&T Ohio | STARK      | Canton              | X   |
| AT&T Ohio | STARK      | Hartville           | X   |
| AT&T Ohio | STARK      | Louisville          | X   |
| AT&T Ohio | STARK      | Magnolia-Waynesburg | X   |
| AT&T Ohio | STARK      | Marlboro            | X   |
| AT&T Ohio | STARK      | Massillon           | X   |
| AT&T Ohio | STARK      | Navarre             | X   |
| AT&T Ohio | STARK      | North Canton        | X   |
| AT&T Ohio | STARK      | Uniontown           | X   |
| AT&T Ohio | SUMMIT     | Akron               | X   |
| AT&T Ohio | SUMMIT     | Greensburg          | X   |
| AT&T Ohio | SUMMIT     | Manchester [SUM]    | X   |
| AT&T Ohio | TRUMBULL   | Girard              | X   |
| AT&T Ohio | TRUMBULL   | Hubbard             | X   |
| AT&T Ohio | TRUMBULL   | Kirtland            | X   |
| AT&T Ohio | TRUMBULL   | Niles               | X   |
| AT&T Ohio | TRUMBULL   | Sharon              | X   |
| AT&T Ohio | TUSCARAWAS | Gnadenhutten        | X   |
| AT&T Ohio | TUSCARAWAS | Newcomerstown       | X   |
| AT&T Ohio | TUSCARAWAS | Uhrichsville        | X   |
| AT&T Ohio | WARREN     | Franklin            | X   |
| AT&T Ohio | WASHINGTON | Belpre              | X   |
| AT&T Ohio | WASHINGTON | Marietta            | X   |
| AT&T Ohio | WASHINGTON | New Matamoras       | X   |
| AT&T Ohio | WASHINGTON | Newport             | X   |
| AT&T Ohio | WAYNE      | Dalton              | X   |

| ILEC            | COUNTY     | EXCHANGE             | PMA |
|-----------------|------------|----------------------|-----|
| AT&T Ohio       | WOOD       | Perrysburg           | X   |
| AT&T Ohio       | WYANDOT    | Upper Sandusky       | X   |
| Ayersville      | DEFIANCE   | Ayersville           |     |
| Bascom Mutual   | SENECA     | Bascom               |     |
| Benton Ridge    | HANCOCK    | Benton Ridge         |     |
| Benton Ridge    | HENRY      | New Bavaria          |     |
| Benton Ridge    | PUTNAM     | North Creek          |     |
| Buckland        | AUGLAIZE   | Buckland             |     |
| CC&S Telco      | WILLIAMS   | Cooney               |     |
| Century         | ERIE       | Birmingham           |     |
| Century         | ERIE       | Vermilion            |     |
| Century         | LORAIN     | Amherst              |     |
| Century         | LORAIN     | Avon                 |     |
| Century         | LORAIN     | Avon Lake            |     |
| Century         | LORAIN     | Lorain               |     |
| Champaign       | CHAMPAIGN  | Terre Haute          |     |
| Champaign       | CHAMPAIGN  | Urbana               |     |
| Chillicothe     | ROSS       | Bainbridge [ROS]     |     |
| Chillicothe     | ROSS       | Bourneville          |     |
| Chillicothe     | ROSS       | Chillicothe          |     |
| Chillicothe     | ROSS       | Clarksburg           |     |
| Chillicothe     | ROSS       | Frankfort            |     |
| Chillicothe     | ROSS       | Hallsville           |     |
| Chillicothe     | ROSS       | Kingston             |     |
| Chillicothe     | ROSS       | Londonderry          |     |
| Chillicothe     | ROSS       | Massieville          |     |
| Chillicothe     | ROSS       | Richmondale          |     |
| Cincinnati Bell | BUTLER     | Bethany-West Chester |     |
| Cincinnati Bell | BUTLER     | Hamilton             |     |
| Cincinnati Bell | BUTLER     | Reily                |     |
| Cincinnati Bell | BUTLER     | Seven Mile           |     |
| Cincinnati Bell | BUTLER     | Shandon              |     |
| Cincinnati Bell | CLERMONT   | Bethel               |     |
| Cincinnati Bell | CLERMONT   | Clermont             |     |
| Cincinnati Bell | CLERMONT   | Little Miami         |     |
| Cincinnati Bell | CLERMONT   | Newtownsville        |     |
| Cincinnati Bell | CLERMONT   | Williamsburg         |     |
| Cincinnati Bell | HAMILTON   | Cincinnati           |     |
| Cincinnati Bell | HAMILTON   | Harrison             |     |
| Columbus Grove  | PUTNAM     | Columbus Grove       |     |
| Conneaut        | ASHTABULA  | Conneaut             |     |
| Continental     | PAULDING   | Grover Hill          |     |
| Continental     | PUTNAM     | Continental          |     |
| Continental     | PUTNAM     | Miller City          |     |
| Doylestown      | WAYNE      | Doylestown           |     |
| Farmers Mutual  | HENRY      | Okolona              |     |
| Fort Jennings   | PUTNAM     | Fort Jennings        |     |
| Germantown      | MONTGOMERY | Germantown           |     |
| Glandorf        | PUTNAM     | Glandorf             |     |
| Kalida          | PUTNAM     | Kalida               |     |

| ILEC                        | COUNTY    | EXCHANGE           | PMA |
|-----------------------------|-----------|--------------------|-----|
| Little Miami                | BROWN     | Fayetteville       |     |
| Little Miami                | WARREN    | Butlerville        |     |
| McClure                     | HENRY     | McClure            |     |
| Middle Point Home           | VAN WERT  | Middle Point       |     |
| Minford                     | SCIOTO    | Minford            |     |
| New Knoxville               | AUGLAIZE  | New Knoxville      |     |
| Nova                        | ASHLAND   | Nova               |     |
| Nova                        | ASHLAND   | Sullivan           |     |
| Oakwood                     | PAULDING  | Oakwood            |     |
| Orwell                      | ASHTABULA | Colebrook          |     |
| Orwell                      | ASHTABULA | Orwell             |     |
| Orwell                      | ASHTABULA | Windsor            |     |
| Orwell                      | HANCOCK   | Mount Cory         |     |
| Orwell                      | PUTNAM    | Belmore            |     |
| Orwell                      | PUTNAM    | Gilboa             |     |
| Orwell                      | PUTNAM    | Leipsic            |     |
| Orwell                      | PUTNAM    | Pandora            |     |
| Orwell                      | TRUMBULL  | North Bloomfield   |     |
| Ottoville Mutual            | PUTNAM    | Cloverdale         |     |
| Ottoville Mutual            | PUTNAM    | Ottoville          |     |
| Pattersonville              | CARROLL   | Pattersonville     |     |
| Ridgeville                  | HENRY     | Ridgeville Corners |     |
| Sherwood Mutual             | DEFIANCE  | Sherwood           |     |
| Sycamore                    | SENECA    | McCutcheonville    |     |
| Sycamore                    | SENECA    | Melmore            |     |
| Sycamore                    | WYANDOT   | Sycamore           |     |
| Telephone Service Co        | AUGLAIZE  | Cridersville       |     |
| Telephone Service Co        | AUGLAIZE  | Wapakoneta         |     |
| United of Indiana           | DARKE     | Union City         |     |
| United Telephone dba Embarq | ALLEN     | Beaverdam          |     |
| United Telephone dba Embarq | ALLEN     | Bluffton           |     |
| United Telephone dba Embarq | ALLEN     | Cairo              |     |
| United Telephone dba Embarq | ALLEN     | Delphos            |     |
| United Telephone dba Embarq | ALLEN     | Elida              |     |
| United Telephone dba Embarq | ALLEN     | Gomer              |     |
| United Telephone dba Embarq | ALLEN     | Lafayette          |     |
| United Telephone dba Embarq | ALLEN     | Lima               |     |
| United Telephone dba Embarq | ALLEN     | Westminster        |     |
| United Telephone dba Embarq | ASHTABULA | Andover            |     |
| United Telephone dba Embarq | ASHTABULA | Jefferson          |     |
| United Telephone dba Embarq | ASHTABULA | New Lyme           |     |
| United Telephone dba Embarq | ATHENS    | Glouster           |     |
| United Telephone dba Embarq | AUGLAIZE  | Waynesfield        |     |
| United Telephone dba Embarq | CHAMPAIGN | North Lewisburg    |     |
| United Telephone dba Embarq | CHAMPAIGN | Rosewood           |     |
| United Telephone dba Embarq | CRAWFORD  | Bucyrus            |     |
| United Telephone dba Embarq | CRAWFORD  | Chatfield          |     |
| United Telephone dba Embarq | CRAWFORD  | Lykens             |     |
| United Telephone dba Embarq | CRAWFORD  | New Winchester     |     |
| United Telephone dba Embarq | DARKE     | Ansonia            |     |

| ILEC                        | COUNTY   | EXCHANGE        | PMA |
|-----------------------------|----------|-----------------|-----|
| United Telephone dba Embarq | DARKE    | Arcanum         |     |
| United Telephone dba Embarq | DARKE    | Bradford        |     |
| United Telephone dba Embarq | DARKE    | Gettysburg      |     |
| United Telephone dba Embarq | DARKE    | Greenville      |     |
| United Telephone dba Embarq | DARKE    | Hollansburg     |     |
| United Telephone dba Embarq | DARKE    | New Madison     |     |
| United Telephone dba Embarq | DARKE    | Rosburg         |     |
| United Telephone dba Embarq | DARKE    | Versailles      |     |
| United Telephone dba Embarq | DEFIANCE | Defiance        |     |
| United Telephone dba Embarq | DEFIANCE | Jewell          |     |
| United Telephone dba Embarq | DELAWARE | Sunbury         |     |
| United Telephone dba Embarq | FULTON   | Archbold        |     |
| United Telephone dba Embarq | FULTON   | Lyons           |     |
| United Telephone dba Embarq | FULTON   | Metamora        |     |
| United Telephone dba Embarq | FULTON   | Swanton         |     |
| United Telephone dba Embarq | FULTON   | Wauseon         |     |
| United Telephone dba Embarq | HARDIN   | Ada             |     |
| United Telephone dba Embarq | HARDIN   | Alger           |     |
| United Telephone dba Embarq | HARDIN   | Dunkirk         |     |
| United Telephone dba Embarq | HARDIN   | Mount Victory   |     |
| United Telephone dba Embarq | HARDIN   | Ridgeway        |     |
| United Telephone dba Embarq | HENRY    | Deshler         |     |
| United Telephone dba Embarq | HENRY    | Florida         |     |
| United Telephone dba Embarq | HENRY    | Gerald          |     |
| United Telephone dba Embarq | HENRY    | Grelton-Malinta |     |
| United Telephone dba Embarq | HENRY    | Hamler          |     |
| United Telephone dba Embarq | HENRY    | Holgate         |     |
| United Telephone dba Embarq | HENRY    | Liberty Center  |     |
| United Telephone dba Embarq | HENRY    | Napoleon        |     |
| United Telephone dba Embarq | HOLMES   | Big Prairie     |     |
| United Telephone dba Embarq | HOLMES   | Glenmont        |     |
| United Telephone dba Embarq | HOLMES   | Holmesville     |     |
| United Telephone dba Embarq | HOLMES   | Killbuck        |     |
| United Telephone dba Embarq | HOLMES   | Millersburg     |     |
| United Telephone dba Embarq | HOLMES   | Nashville       |     |
| United Telephone dba Embarq | KNOX     | Centerburg      |     |
| United Telephone dba Embarq | KNOX     | Danville [KNO]  |     |
| United Telephone dba Embarq | KNOX     | Fredericktown   |     |
| United Telephone dba Embarq | KNOX     | Gambier         |     |
| United Telephone dba Embarq | KNOX     | Martinsburg     |     |
| United Telephone dba Embarq | KNOX     | Mount Vernon    |     |
| United Telephone dba Embarq | LICKING  | Alexandria      |     |
| United Telephone dba Embarq | LICKING  | Croton          |     |
| United Telephone dba Embarq | LICKING  | Hebron          |     |
| United Telephone dba Embarq | LICKING  | Johnstown       |     |
| United Telephone dba Embarq | LICKING  | Pataskala       |     |
| United Telephone dba Embarq | LICKING  | Utica-Homer     |     |
| United Telephone dba Embarq | LOGAN    | Belle Center    |     |
| United Telephone dba Embarq | LOGAN    | Bellefontaine   |     |
| United Telephone dba Embarq | LOGAN    | De Graff        |     |

| ILEC                        | COUNTY    | EXCHANGE                | PMA |
|-----------------------------|-----------|-------------------------|-----|
| United Telephone dba Embarq | LOGAN     | East Liberty            |     |
| United Telephone dba Embarq | LOGAN     | Huntsville              |     |
| United Telephone dba Embarq | LOGAN     | Rushsylvania            |     |
| United Telephone dba Embarq | LOGAN     | Russells Point          |     |
| United Telephone dba Embarq | LOGAN     | West Liberty            |     |
| United Telephone dba Embarq | LOGAN     | West Mansfield          |     |
| United Telephone dba Embarq | LUCAS     | Richfield Center-Berkey |     |
| United Telephone dba Embarq | LUCAS     | Waterville              |     |
| United Telephone dba Embarq | MAHONING  | Berlin Center           |     |
| United Telephone dba Embarq | MAHONING  | Damascus                |     |
| United Telephone dba Embarq | MAHONING  | North Benton            |     |
| United Telephone dba Embarq | MARION    | Caledonia               |     |
| United Telephone dba Embarq | MERCER    | Rockford                |     |
| United Telephone dba Embarq | MORGAN    | Chesterhill             |     |
| United Telephone dba Embarq | MORGAN    | McConnelsville          |     |
| United Telephone dba Embarq | MORGAN    | Pennsville              |     |
| United Telephone dba Embarq | MORGAN    | Reinersville-Hackney    |     |
| United Telephone dba Embarq | MORGAN    | Stockport               |     |
| United Telephone dba Embarq | MORROW    | Cardington              |     |
| United Telephone dba Embarq | MORROW    | Chesterville            |     |
| United Telephone dba Embarq | MORROW    | Johnsville              |     |
| United Telephone dba Embarq | MORROW    | Marengo                 |     |
| United Telephone dba Embarq | MORROW    | Mount Gilead            |     |
| United Telephone dba Embarq | MUSKINGUM | Adamsville              |     |
| United Telephone dba Embarq | MUSKINGUM | Fazeysburg              |     |
| United Telephone dba Embarq | PERRY     | Crooksville             |     |
| United Telephone dba Embarq | PERRY     | Junction City           |     |
| United Telephone dba Embarq | PICKAWAY  | Mount Sterling          |     |
| United Telephone dba Embarq | PORTAGE   | Lake Milton             |     |
| United Telephone dba Embarq | PORTAGE   | Wayland                 |     |
| United Telephone dba Embarq | PORTAGE   | Windham                 |     |
| United Telephone dba Embarq | PREBLE    | Camden                  |     |
| United Telephone dba Embarq | PREBLE    | Eaton                   |     |
| United Telephone dba Embarq | PREBLE    | Eldorado                |     |
| United Telephone dba Embarq | PREBLE    | New Paris               |     |
| United Telephone dba Embarq | PREBLE    | West Manchester         |     |
| United Telephone dba Embarq | PUTNAM    | Ottawa                  |     |
| United Telephone dba Embarq | RICHLAND  | Adario                  |     |
| United Telephone dba Embarq | RICHLAND  | Bellville               |     |
| United Telephone dba Embarq | RICHLAND  | Butler                  |     |
| United Telephone dba Embarq | RICHLAND  | Lexington               |     |
| United Telephone dba Embarq | RICHLAND  | Lucas                   |     |
| United Telephone dba Embarq | RICHLAND  | Mansfield               |     |
| United Telephone dba Embarq | RICHLAND  | Shelby                  |     |
| United Telephone dba Embarq | RICHLAND  | Shiloh                  |     |
| United Telephone dba Embarq | SANDUSKY  | Woodville               |     |
| United Telephone dba Embarq | SENECA    | Green Springs           |     |
| United Telephone dba Embarq | SENECA    | Old Fort                |     |
| United Telephone dba Embarq | SHELBY    | Anna                    |     |
| United Telephone dba Embarq | SHELBY    | Botkins                 |     |

| ILEC                        | COUNTY     | EXCHANGE         | PMA |
|-----------------------------|------------|------------------|-----|
| United Telephone dba Embarq | SHELBY     | Fort Loramie     |     |
| United Telephone dba Embarq | SHELBY     | Jackson Center   |     |
| United Telephone dba Embarq | SHELBY     | Sidney           |     |
| United Telephone dba Embarq | TRUMBULL   | Bristolville     |     |
| United Telephone dba Embarq | TRUMBULL   | Cortland         |     |
| United Telephone dba Embarq | TRUMBULL   | Greene           |     |
| United Telephone dba Embarq | TRUMBULL   | Hartford         |     |
| United Telephone dba Embarq | TRUMBULL   | Johnston         |     |
| United Telephone dba Embarq | TRUMBULL   | Kinsman          |     |
| United Telephone dba Embarq | TRUMBULL   | Newton Falls     |     |
| United Telephone dba Embarq | TRUMBULL   | Warren           |     |
| United Telephone dba Embarq | UNION      | Byhalia          |     |
| United Telephone dba Embarq | UNION      | Magnetic Springs |     |
| United Telephone dba Embarq | UNION      | Marysville       |     |
| United Telephone dba Embarq | UNION      | Milford Center   |     |
| United Telephone dba Embarq | UNION      | Raymond          |     |
| United Telephone dba Embarq | UNION      | York Center      |     |
| United Telephone dba Embarq | VAN WERT   | Van Wert         |     |
| United Telephone dba Embarq | VAN WERT   | Venedocia        |     |
| United Telephone dba Embarq | WARREN     | Lebanon          |     |
| United Telephone dba Embarq | WARREN     | Mason            |     |
| United Telephone dba Embarq | WARREN     | Morrow           |     |
| United Telephone dba Embarq | WARREN     | South Lebanon    |     |
| United Telephone dba Embarq | WARREN     | Waynesville      |     |
| United Telephone dba Embarq | WASHINGTON | Bartlett         |     |
| United Telephone dba Embarq | WAYNE      | Apple Creek      |     |
| United Telephone dba Embarq | WAYNE      | Fredericksburg   |     |
| United Telephone dba Embarq | WAYNE      | Kidron           |     |
| United Telephone dba Embarq | WAYNE      | Marshallville    |     |
| United Telephone dba Embarq | WAYNE      | Orrville         |     |
| United Telephone dba Embarq | WAYNE      | Rittman          |     |
| United Telephone dba Embarq | WAYNE      | Shreve           |     |
| United Telephone dba Embarq | WAYNE      | Smithville       |     |
| United Telephone dba Embarq | WAYNE      | Sterling         |     |
| United Telephone dba Embarq | WAYNE      | Wooster          |     |
| United Telephone dba Embarq | WILLIAMS   | Stryker          |     |
| United Telephone dba Embarq | WOOD       | Bloomdale        |     |
| United Telephone dba Embarq | WOOD       | Cygnat           |     |
| United Telephone dba Embarq | WOOD       | Luckey           |     |
| United Telephone dba Embarq | WOOD       | Moline           |     |
| United Telephone dba Embarq | WOOD       | Portage          |     |
| United Telephone dba Embarq | WOOD       | Risingsun        |     |
| United Telephone dba Embarq | WOOD       | Stony Ridge      |     |
| Vanlue                      | HANCOCK    | Vanlue           |     |
| Vaughnsville                | PUTNAM     | Vaughnsville     |     |
| Verizon North               | ADAMS      | Manchester [ADA] |     |
| Verizon North               | ADAMS      | Peebles          |     |
| Verizon North               | ADAMS      | Seaman           |     |
| Verizon North               | ADAMS      | West Union       |     |
| Verizon North               | ALLEN      | Spencerville     |     |

| ILEC          | COUNTY     | EXCHANGE         | PMA |
|---------------|------------|------------------|-----|
| Verizon North | ASHLAND    | Ashland          |     |
| Verizon North | ASHLAND    | Hayesville       |     |
| Verizon North | ASHLAND    | Loudonville      |     |
| Verizon North | ASHLAND    | Perrysville      |     |
| Verizon North | ASHLAND    | Polk             |     |
| Verizon North | ASHLAND    | Redhaw           |     |
| Verizon North | ASHLAND    | Savannah         |     |
| Verizon North | ATHENS     | Albany           |     |
| Verizon North | ATHENS     | Amesville        |     |
| Verizon North | ATHENS     | Athens           |     |
| Verizon North | ATHENS     | Guysville        |     |
| Verizon North | ATHENS     | New Marshfield   |     |
| Verizon North | ATHENS     | Shade            |     |
| Verizon North | ATHENS     | The Plains       |     |
| Verizon North | AUGLAIZE   | Minster          |     |
| Verizon North | AUGLAIZE   | New Bremen       |     |
| Verizon North | AUGLAIZE   | St. Marys        |     |
| Verizon North | BELMONT    | Flushing         |     |
| Verizon North | BROWN      | Decatur          |     |
| Verizon North | BROWN      | Georgetown       |     |
| Verizon North | BROWN      | Hamersville      |     |
| Verizon North | BROWN      | Higginsport      |     |
| Verizon North | BROWN      | Mount Orab       |     |
| Verizon North | BROWN      | Russellville     |     |
| Verizon North | BROWN      | Sardinia         |     |
| Verizon North | BUTLER     | Morning Sun      |     |
| Verizon North | BUTLER     | Oxford           |     |
| Verizon North | CARROLL    | Carrollton       |     |
| Verizon North | CARROLL    | Dellroy          |     |
| Verizon North | CARROLL    | Harlem Springs   |     |
| Verizon North | CARROLL    | Malvern          |     |
| Verizon North | CARROLL    | Mechanicstown    |     |
| Verizon North | CHAMPAIGN  | Mechanicsburg    |     |
| Verizon North | CHAMPAIGN  | Woodstock        |     |
| Verizon North | CLARK      | Catawba          |     |
| Verizon North | CLERMONT   | Felicity         |     |
| Verizon North | CLINTON    | Blanchester      |     |
| Verizon North | CLINTON    | Clarksville      |     |
| Verizon North | CLINTON    | Martinsville     |     |
| Verizon North | CLINTON    | New Burlington   |     |
| Verizon North | CLINTON    | New Vienna       |     |
| Verizon North | CLINTON    | Port William     |     |
| Verizon North | CLINTON    | Sabina           |     |
| Verizon North | CLINTON    | Wilmington       |     |
| Verizon North | COLUMBIANA | East Rochester   |     |
| Verizon North | COLUMBIANA | Hanoverton       |     |
| Verizon North | COLUMBIANA | North Georgetown |     |
| Verizon North | COLUMBIANA | Winona           |     |
| Verizon North | COSHOCTON  | Cooperdale       |     |
| Verizon North | COSHOCTON  | Warsaw           |     |

| ILEC          | COUNTY    | EXCHANGE        | PMA |
|---------------|-----------|-----------------|-----|
| Verizon North | CRAWFORD  | Crestline       |     |
| Verizon North | CRAWFORD  | Galion          |     |
| Verizon North | CRAWFORD  | New Washington  |     |
| Verizon North | DARKE     | North Star      |     |
| Verizon North | DARKE     | Yorkshire       |     |
| Verizon North | DEFIANCE  | Hicksville      |     |
| Verizon North | DEFIANCE  | Ney             |     |
| Verizon North | DELAWARE  | Ashley          |     |
| Verizon North | DELAWARE  | Cheshire Center |     |
| Verizon North | DELAWARE  | Delaware        |     |
| Verizon North | DELAWARE  | Kilbourne       |     |
| Verizon North | DELAWARE  | Ostrander       |     |
| Verizon North | DELAWARE  | Radnor          |     |
| Verizon North | DELAWARE  | Rathbone        |     |
| Verizon North | ERIE      | Berlin Heights  |     |
| Verizon North | ERIE      | Huron           |     |
| Verizon North | ERIE      | Kelleys Island  |     |
| Verizon North | ERIE      | Milan           |     |
| Verizon North | FAIRFIELD | Amanda          |     |
| Verizon North | FAIRFIELD | Baltimore       |     |
| Verizon North | FAIRFIELD | Bremen          |     |
| Verizon North | FAIRFIELD | Millersport     |     |
| Verizon North | FAIRFIELD | Pleasantville   |     |
| Verizon North | FULTON    | Fayette         |     |
| Verizon North | GUERNSEY  | Byesville       |     |
| Verizon North | GUERNSEY  | Cambridge       |     |
| Verizon North | HANCOCK   | Arlington       |     |
| Verizon North | HANCOCK   | Jenera          |     |
| Verizon North | HANCOCK   | McComb          |     |
| Verizon North | HANCOCK   | Mount Blanchard |     |
| Verizon North | HANCOCK   | Rawson          |     |
| Verizon North | HANCOCK   | Van Buren       |     |
| Verizon North | HARDIN    | Forest          |     |
| Verizon North | HARRISON  | Bowerston       |     |
| Verizon North | HARRISON  | Cadiz           |     |
| Verizon North | HARRISON  | Freeport        |     |
| Verizon North | HARRISON  | Jewett          |     |
| Verizon North | HARRISON  | Scio            |     |
| Verizon North | HIGHLAND  | Greenfield      |     |
| Verizon North | HIGHLAND  | Leesburg        |     |
| Verizon North | HIGHLAND  | Lynchburg       |     |
| Verizon North | HIGHLAND  | Mowrystown      |     |
| Verizon North | HIGHLAND  | Sinking Spring  |     |
| Verizon North | HOCKING   | Laurelville     |     |
| Verizon North | HOCKING   | Logan           |     |
| Verizon North | HOLMES    | Berlin          |     |
| Verizon North | HOLMES    | Lakeville       |     |
| Verizon North | HURON     | Bellevue        |     |
| Verizon North | HURON     | Greenwich       |     |
| Verizon North | HURON     | Monroeville     |     |

| ILEC          | COUNTY    | EXCHANGE                | PMA |
|---------------|-----------|-------------------------|-----|
| Verizon North | HURON     | New London              |     |
| Verizon North | HURON     | Norwalk                 |     |
| Verizon North | HURON     | Wakeman                 |     |
| Verizon North | HURON     | Willard                 |     |
| Verizon North | JACKSON   | Jackson                 |     |
| Verizon North | JACKSON   | Oak Hill                |     |
| Verizon North | JACKSON   | Wellston                |     |
| Verizon North | JEFFERSON | Adena                   |     |
| Verizon North | JEFFERSON | Amsterdam               |     |
| Verizon North | JEFFERSON | Bergholz                |     |
| Verizon North | JEFFERSON | Brilliant               |     |
| Verizon North | JEFFERSON | Dillonvale-Mt. Pleasant |     |
| Verizon North | JEFFERSON | Knoxville               |     |
| Verizon North | JEFFERSON | Richmond                |     |
| Verizon North | JEFFERSON | Smithfield              |     |
| Verizon North | JEFFERSON | Tiltonsville            |     |
| Verizon North | LAWRENCE  | Chesapeake              |     |
| Verizon North | LORAIN    | Grafton                 |     |
| Verizon North | LORAIN    | North Eaton             |     |
| Verizon North | LORAIN    | Oberlin                 |     |
| Verizon North | LORAIN    | Wellington              |     |
| Verizon North | LUCAS     | Curtice-Oregon          |     |
| Verizon North | LUCAS     | Sylvania                |     |
| Verizon North | MADISON   | Resaca                  |     |
| Verizon North | MARION    | Green Camp              |     |
| Verizon North | MARION    | Larue                   |     |
| Verizon North | MARION    | Marion                  |     |
| Verizon North | MARION    | Morral                  |     |
| Verizon North | MARION    | Prospect                |     |
| Verizon North | MARION    | Waldo                   |     |
| Verizon North | MEDINA    | Brunswick               |     |
| Verizon North | MEDINA    | Chatham                 |     |
| Verizon North | MEDINA    | Homerville              |     |
| Verizon North | MEDINA    | Lodi                    |     |
| Verizon North | MEDINA    | Medina                  |     |
| Verizon North | MEDINA    | Seville                 |     |
| Verizon North | MEDINA    | Sharon Center           |     |
| Verizon North | MEDINA    | Spencer                 |     |
| Verizon North | MEDINA    | Valley City             |     |
| Verizon North | MEDINA    | Wadsworth               |     |
| Verizon North | MEDINA    | Westfield Center        |     |
| Verizon North | MEIGS     | Letart Falls            |     |
| Verizon North | MEIGS     | Pomeroy                 |     |
| Verizon North | MEIGS     | Portland                |     |
| Verizon North | MERCER    | Celina                  |     |
| Verizon North | MERCER    | Coldwater               |     |
| Verizon North | MERCER    | Fort Recovery           |     |
| Verizon North | MERCER    | Maria Stein             |     |
| Verizon North | MERCER    | Mendon                  |     |
| Verizon North | MIAMI     | Laura                   |     |

| ILEC          | COUNTY     | EXCHANGE        | PMA |
|---------------|------------|-----------------|-----|
| Verizon North | MIAMI      | Tipp City       |     |
| Verizon North | MIAMI      | Troy            |     |
| Verizon North | MIAMI      | West Milton     |     |
| Verizon North | MONTGOMERY | Brookville      |     |
| Verizon North | MONTGOMERY | Englewood       |     |
| Verizon North | MONTGOMERY | Farmersville    |     |
| Verizon North | MONTGOMERY | Liberty         |     |
| Verizon North | MONTGOMERY | New Lebanon     |     |
| Verizon North | MONTGOMERY | Phillipsburg    |     |
| Verizon North | MONTGOMERY | Trotwood        |     |
| Verizon North | MUSKINGUM  | New Concord     |     |
| Verizon North | NOBLE      | Caldwell        |     |
| Verizon North | NOBLE      | Dexter City     |     |
| Verizon North | NOBLE      | Summerfield     |     |
| Verizon North | OTTAWA     | Elmore          |     |
| Verizon North | OTTAWA     | Genoa           |     |
| Verizon North | OTTAWA     | Marblehead      |     |
| Verizon North | OTTAWA     | Oak Harbor      |     |
| Verizon North | OTTAWA     | Port Clinton    |     |
| Verizon North | OTTAWA     | Put-In-Bay      |     |
| Verizon North | PAULDING   | Antwerp         |     |
| Verizon North | PAULDING   | Payne           |     |
| Verizon North | PICKAWAY   | Ashville        |     |
| Verizon North | PICKAWAY   | Circleville     |     |
| Verizon North | PICKAWAY   | Williamsport    |     |
| Verizon North | PIKE       | Beaver          |     |
| Verizon North | PIKE       | Idaho           |     |
| Verizon North | PIKE       | Piketon         |     |
| Verizon North | PIKE       | Waverly         |     |
| Verizon North | PORTAGE    | Garrettsville   |     |
| Verizon North | PREBLE     | Gratis          |     |
| Verizon North | PREBLE     | Lewisburg       |     |
| Verizon North | PREBLE     | West Alexandria |     |
| Verizon North | RICHLAND   | Plymouth        |     |
| Verizon North | SANDUSKY   | Clyde           |     |
| Verizon North | SANDUSKY   | Gibsonburg      |     |
| Verizon North | SANDUSKY   | Helena          |     |
| Verizon North | SCIOTO     | Portsmouth      |     |
| Verizon North | SENECA     | Attica          |     |
| Verizon North | SENECA     | Bettsville      |     |
| Verizon North | SENECA     | Bloomville      |     |
| Verizon North | SENECA     | Republic        |     |
| Verizon North | STARK      | Beach City      |     |
| Verizon North | STARK      | Brewster        |     |
| Verizon North | STARK      | Minerva         |     |
| Verizon North | STARK      | Paris           |     |
| Verizon North | STARK      | Wilmot          |     |
| Verizon North | SUMMIT     | Montrose [SUM]  |     |
| Verizon North | TUSCARAWAS | Baltic          |     |
| Verizon North | TUSCARAWAS | Bolivar         |     |

| ILEC            | COUNTY     | EXCHANGE          | PMA |
|-----------------|------------|-------------------|-----|
| Verizon North   | TUSCARAWAS | Mineral City      |     |
| Verizon North   | TUSCARAWAS | New Philadelphia  |     |
| Verizon North   | TUSCARAWAS | Strasburg         |     |
| Verizon North   | TUSCARAWAS | Sugarcreek        |     |
| Verizon North   | UNION      | Plain City        |     |
| Verizon North   | UNION      | Richwood          |     |
| Verizon North   | VAN WERT   | Convoy            |     |
| Verizon North   | VAN WERT   | Ohio City         |     |
| Verizon North   | VAN WERT   | Scott             |     |
| Verizon North   | VAN WERT   | Willshire-Wren    |     |
| Verizon North   | VINTON     | McArthur          |     |
| Verizon North   | VINTON     | Wilkesville       |     |
| Verizon North   | WASHINGTON | Barlow            |     |
| Verizon North   | WASHINGTON | Beverly           |     |
| Verizon North   | WASHINGTON | Lowell            |     |
| Verizon North   | WASHINGTON | Lower Salem       |     |
| Verizon North   | WASHINGTON | Watertown         |     |
| Verizon North   | WAYNE      | Burbank           |     |
| Verizon North   | WAYNE      | Congress          |     |
| Verizon North   | WAYNE      | Creston           |     |
| Verizon North   | WAYNE      | West Salem        |     |
| Verizon North   | WILLIAMS   | Bryan             |     |
| Verizon North   | WILLIAMS   | Edgerton          |     |
| Verizon North   | WILLIAMS   | Edon              |     |
| Verizon North   | WILLIAMS   | Evansport         |     |
| Verizon North   | WILLIAMS   | Montpelier        |     |
| Verizon North   | WILLIAMS   | Pioneer           |     |
| Verizon North   | WILLIAMS   | West Unity        |     |
| Verizon North   | WOOD       | Bowling Green     |     |
| Verizon North   | WOOD       | Grand Rapids      |     |
| Verizon North   | WOOD       | Haskins-Tontogany |     |
| Verizon North   | WOOD       | North Baltimore   |     |
| Verizon North   | WOOD       | Pemberville       |     |
| Verizon North   | WOOD       | Wayne-Bradner     |     |
| Verizon North   | WOOD       | Weston            |     |
| Verizon North   | WYANDOT    | Carey             |     |
| Verizon North   | WYANDOT    | Harpster          |     |
| Verizon North   | WYANDOT    | Nevada            |     |
| Verizon North   | WYANDOT    | Wharton           |     |
| Wabash Mutual   | MERCER     | Wabash            |     |
| Windstream Ohio | CHAMPAIGN  | St. Paris         |     |
| Windstream Ohio | FULTON     | Chesterfield      |     |
| Windstream Ohio | FULTON     | Delta             |     |
| Windstream Ohio | FULTON     | Neapolis          |     |
| Windstream Ohio | HARDIN     | Kenton            |     |
| Windstream Ohio | LICKING    | Granville         |     |
| Windstream Ohio | LICKING    | Gratiot           |     |
| Windstream Ohio | LICKING    | Hanover-Marne*    |     |
| Windstream Ohio | LICKING    | Newark            |     |
| Windstream Ohio | LICKING    | St. Louisville    |     |

| ILEC                       | COUNTY     | EXCHANGE          | PMA |
|----------------------------|------------|-------------------|-----|
| Windstream Ohio            | LORAIN     | Columbia Station  |     |
| Windstream Ohio            | LORAIN     | Elyria            |     |
| Windstream Ohio            | MIAMI      | Covington         |     |
| Windstream Ohio            | MIAMI      | Pleasant Hill     |     |
| Windstream Ohio            | PAULDING   | Paulding          |     |
| Windstream Western Reserve | ASHTABULA  | Ashtabula         |     |
| Windstream Western Reserve | ASHTABULA  | Austinburg        |     |
| Windstream Western Reserve | ASHTABULA  | Dorset            |     |
| Windstream Western Reserve | ASHTABULA  | Geneva            |     |
| Windstream Western Reserve | ASHTABULA  | Kingsville        |     |
| Windstream Western Reserve | ASHTABULA  | Pierpont          |     |
| Windstream Western Reserve | ASHTABULA  | Rock Creek        |     |
| Windstream Western Reserve | ASHTABULA  | Trumbull          |     |
| Windstream Western Reserve | ATHENS     | Coolville         |     |
| Windstream Western Reserve | BELMONT    | Centerville [BEL] |     |
| Windstream Western Reserve | BELMONT    | Morristown        |     |
| Windstream Western Reserve | BELMONT    | Powhatan Point    |     |
| Windstream Western Reserve | GEAUGA     | Bainbridge [GEA]  |     |
| Windstream Western Reserve | GEAUGA     | Chardon           |     |
| Windstream Western Reserve | GEAUGA     | East Claridon     |     |
| Windstream Western Reserve | GEAUGA     | Huntsburg         |     |
| Windstream Western Reserve | GEAUGA     | Middlefield       |     |
| Windstream Western Reserve | GEAUGA     | Montville         |     |
| Windstream Western Reserve | GEAUGA     | Newbury           |     |
| Windstream Western Reserve | GEAUGA     | Parkman           |     |
| Windstream Western Reserve | GEAUGA     | Russell           |     |
| Windstream Western Reserve | GEAUGA     | Thompson          |     |
| Windstream Western Reserve | GUERNSEY   | Cumberland        |     |
| Windstream Western Reserve | GUERNSEY   | Fairview          |     |
| Windstream Western Reserve | GUERNSEY   | Old Washington    |     |
| Windstream Western Reserve | GUERNSEY   | Quaker City       |     |
| Windstream Western Reserve | HARRISON   | Hopedale          |     |
| Windstream Western Reserve | JEFFERSON  | Bloomington       |     |
| Windstream Western Reserve | LAKE       | Madison           |     |
| Windstream Western Reserve | LAKE       | Perry             |     |
| Windstream Western Reserve | MEDINA     | Hinckley          |     |
| Windstream Western Reserve | MEIGS      | Chester           |     |
| Windstream Western Reserve | PORTAGE    | Aurora            |     |
| Windstream Western Reserve | PORTAGE    | Hiram             |     |
| Windstream Western Reserve | SUMMIT     | Hudson            |     |
| Windstream Western Reserve | SUMMIT     | Northfield        |     |
| Windstream Western Reserve | SUMMIT     | Peninsula         |     |
| Windstream Western Reserve | SUMMIT     | Richfield         |     |
| Windstream Western Reserve | SUMMIT     | Twinsburg         |     |
| Windstream Western Reserve | TRUMBULL   | Mesopotamia       |     |
| Windstream Western Reserve | WASHINGTON | Little Hocking    |     |
|                            |            |                   |     |

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**Commission of Ohio Docketing Information System on**

**5/23/2008 9:46:15 AM**

**in**

**Case No(s). 08-0623-TP-ACE**

Summary: Application for Authority to Provide Local Exchange Telecommunications Services electronically filed by Teresa Orahod on behalf of Cbeyond Communications, LLC