

LARGE FILING SEPERATOR SHEET

CASE NUMBER: 08-624-TP-ACE

FILE DATE: 5/23/2008

SECTION: Part 2 of 2

NUMBER OF PAGES: 142

DESCRIPTION OF DOCUMENT: Application

PRICE LIST (Cont'd)

13.4 Exemptions and Special Rates

13.4.1 Directory Assistance for Handicapped Persons

There is no charge for Directory Assistance for the first 50 calls in a monthly billing period from handicapped persons. Such persons must contact the Company for credit on their directory assistance calls.

13.5 Charges for Connecting or Changing Service

	<u>Non-Recurring</u>
Line Connection Charge	
Applies per exchange access line or trunk,	
First Line/Trunk	\$61.59
Additional Line/Trunk (each)	\$36.60
Line Change Charge	
Applies per exchange access line or trunk	
First Line	\$30.15
Additional Line (each)	\$30.15
Secondary Service Charge	
Applies per customer request	
Each	\$X.XX
Premises Work Charge	
Per Hour, 1 Hour minimum	\$50.00
Record Order	\$16.00
Add/Change Order	\$33.62
Move Service Address (1st Line/Trunk)	\$61.59
Move Service Address (each Addtl Line/Trunk)	\$36.60

13.6 Directory Listings

	<u>Non-Recurring</u>	<u>Monthly Recurring</u>
Each Additional Listing:	N/A	\$1.99
Non-Listed Semi-Private Listing	N/A	\$1.10
Non-Published Private Listing	N/A	\$1.10
Cross Reference Listing	N/A	\$1.99

Issued: May 23, 2008

Effective: June 22, 2008

Issued By: Mary T. Buley, Senior Regulatory & Interconnection Manager
Onvoy Voice Services
300 South Highway 169, Suite 700
Minneapolis, MN 55426

Exhibit A-3 Access Tariff

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES
APPLYING TO INTRASTATE ACCESS SERVICES
WITHIN THE STATE OF OHIO
PROVIDED BY
ONVOY, INC.

PRINCIPLE OFFICE

Onvoy, Inc. d/b/a Onvoy Voice Services' principle office in its serving territory is located at 300 South Highway 169, Suite 700, Minneapolis, MN 55426. This Tariff is available for public inspection at the above address during regular business hours.

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TABLE OF CONTENTS

TABLE OF CONTENTS	2
CHECKSHEET	4
CONCURRING CARRIERS	5
CONNECTING CARRIERS.....	5
OTHER PARTICIPATING CARRIERS	5
EXPLANATION OF NOTES.....	6
TARIFF FORMAT	7
SECTION 1 - DEFINITIONS.....	8
SECTION 2 – RULES AND REGULATIONS.....	12
2.1 UNDERTAKING OF THE COMPANY	12
2.2 ALLOWANCES FOR INTERRUPTIONS IN SERVICE.....	16
2.3 USE OF FACILITIES AND SERVICE	17
2.4 MINIMUM PERIOD OF SERVICE.....	19
2.5 PAYMENT FOR SERVICE RENDERED.....	20
2.8 INSPECTION, TESTING AND ADJUSTMENT	22
2.9 OBLIGATIONS OF THE CUSTOMER	23
2.10 DETERMINATION OF MILEAGE	27
2.11 DISCONNECTION AND TERMINATION OF SERVICE	28
2.12 UNLAWFUL USE OF SERVICE	30
SECTION 3 - SWITCHED ACCESS SERVICE	31
3.1 GENERAL	31
3.2 RATE CATEGORIES.....	31
3.3 OBLIGATIONS OF THE COMPANY	33
3.4 OBLIGATIONS OF THE CUSTOMER	35
3.5 RATE REGULATIONS.....	36
4.1 POINT-TO-POINT DEDICATED ACCESS SERVICE.....	37
4.2 SPECIAL CONSTRUCTION.....	40
4.2.2 CUSTOMER ACCEPTANCE	40
4.3 BASIS OF RATES AND CHARGES	41
4.4 OBLIGATIONS OF THE COMPANY	42
4.5 RATE REGULATIONS.....	44
4.6 SERVICE DESCRIPTIONS	47
4.7 RATES AND CHARGES.....	48
4.8 SERVICE TRANSFER CHARGES	49
4.9 DEDICATED 911 TRANSPORT SERVICE.....	50

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A/72545618.1

TABLE OF CONTENTS (Cont'd)

SECTION 5 - CARRIER COMMON LINE ACCESS SERVICE	53
5.1 GENERAL	53
5.2 LIMITATIONS	53
5.3 APPLICATION OF INTRASTATE CHARGES.....	53
5.4 PRESUBSCRIPTION.....	53
5.5 UNAUTHORIZED PIC CHANGE	54
5.5 EXPEDITED PIC SWITCHBACK SERVICE	55
SECTION 6 - SPECIAL ARRANGEMENTS	56
6.1 SPECIAL CONSTRUCTION	56
6.2 NON-ROUTINE INSTALLATION AND/OR MAINTENANCE.....	59
SECTION 7 - MEASUREMENT OF ACCESS MINUTES	60
SECTION 8 - BILLING AND COLLECTION	62
8.1 GENERAL	62
8.2 RECORDING SERVICE	62
8.3 BILLING NAME AND ADDRESS SERVICE	68
SECTION 9 - RATES AND CHARGES	73

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A/72545618.1

CHECKSHEET

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

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CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

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EXPLANATION OF SYMBOLS

- (C) Indicates Changed Regulation
- (D) Indicates Discontinued Rate or Regulation
- (I) Indicates Rate Increase
- (M) Indicates Move in Location of Text
- (N) Indicates New Rate or Regulation
- (R) Indicates Rate Reduction
- (T) Indicates Change of Text Only

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TARIFF FORMAT

- A. **Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between Page 14 and 15 would be 14.1.
- B. **Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14.
- C. **Paragraph Numbering Sequence** - There are various levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 1
 - 1.1
 - 1.1.1
 - 1.1.1.1
- D. **Check Sheets** - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. An asterisk designates all revisions made in a given filing (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages.) The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.

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SECTION 1 - DEFINITIONS

ACCESS CODE - Denotes a uniform code assigned by the Company to an individual Customer. The code has the form 10XXX, 10XXXXX, 950-0XXX, or 950-1XXX.

ACCESS MINUTES - Denotes that usage of exchange facilities in intrastate service for the purpose of calculating chargeable usage.

ACCESS TANDEM - A switching system that provides a traffic concentration and distribution function for originating or terminating traffic between end offices and a Customer's premises.

ANSWER SUPERVISION - The transmission of the switch trunk equipment supervisory signal (off-hook or on-hook) to the Customer's point of termination as an indication that the called party has answered or disconnected.

CALL - A Customer attempt for which the complete address code is provided to the service end office.

CARRIER OR COMMON CARRIER - Any individual, partnership, association, corporation or other entity engaged in intrastate communication for hire by wire or radio between two or more exchanges.

CENTRAL OFFICE - A local Company switching system where exchange service customer station loops are terminated for purposes of interconnection to each other and to trunks.

CHANNEL - A communications path between two or more points of termination.

COMMUNICATIONS SYSTEM - Denotes channels and other facilities, which are capable of communications between terminal equipment provided by other than the Company.

COMMISSION or PUCO - Public Utilities Commission of Ohio.

COMPANY or ONVOY - Onvoy, Inc. d/b/a Onvoy Voice Services

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A/72545618.1

SECTION 1 - DEFINITIONS (CONT'D)

CUSTOMER - Any individual, partnership, association, corporation or other entity, which subscribes to the services offered under this tariff, including both Interexchange Carriers and End Users.

CUSTOMER DESIGNATED PREMISES - The premises specified by the Customer for termination of Access Services.

DUAL TONE MULTIFREQUENCY (DTMF) - Tone signaling, also known as touch tone signaling.

END OFFICE SWITCH - A Company switching system where exchange service customer station loops are terminated for purposes of interconnection to each other and to trunks.

END USER - Any customer of an intrastate telecommunications service that is not a Carrier or Common Carrier, except that a Carrier shall be deemed to be an End User when such Carrier uses a telecommunications service for administrative purposes. A person or entity that offers telecommunications service 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 when making such service available to others, directly or indirectly.

ENTRY SWITCH - First point of switching.

EXCHANGE - A group of lines in a unit generally smaller than a LATA established by the Company for the administration of communications service in a specified area. An Exchange may consist of one or more central offices together with the associated facilities used in furnishing communications service within that area.

FACILITIES - Denotes any cable, poles, conduit, carrier equipment, wire center distribution frames, central office switching equipment, etc., utilized to provide the service offered under this tariff.

FIRST POINT OF SWITCHING - The first Company location at which switching occurs on the terminating path of a call proceeding from the Customer premises to the terminating end office and, at the same time, the last Company location at which switching occurs on the originating path of a call proceeding from the originating end office to the Customer premises.

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A/72545618.1

SECTION 1 - DEFINITIONS (CONT'D)

INTERSTATE COMMUNICATIONS - Any communications that crosses over a state boundary. Interstate Communications includes interstate and international communications.

INTRASTATE COMMUNICATIONS - Any communication, which originates and terminates within the same state and is subject to oversight by a state regulatory commission as provided by the laws of the state involved.

LOCAL ACCESS AND TRANSPORT AREA (LATA) - A geographic area established for the provision and administration of communications service. A LATA encompasses designated exchanges, which are grouped to serve common social, economic and other purposes.

LOCAL CALLING AREA - A geographical area, as defined in the Company's local or general exchange service tariff in which an End User may complete a call without incurring toll usage charges.

MESSAGE - A Message is a Call as defined above.

OFF-HOOK - The active condition of Switched Access Service or a telephone exchange line.

ON-HOOK - The idle condition of Switched Access Service or a telephone exchange line.

ORIGINATING DIRECTION - The use of Switched Access Service for the origination of calls from an End User premises to a carrier's premises.

POINT OF TERMINATION - The point of demarcation within a customer-designated premises at which the Company's responsibility for the provision of access service ends. The point of demarcation is the point of interconnection between Company communications facilities and customer-provided facilities as defined in Part 68 of the Federal Communications Commission's Rules and Regulations.

PREMISES - A building or buildings on contiguous property, not separated by a public highway or right-of-way.

SERVING WIRE CENTER - The wire center from which the Customer-designated premises normally obtains dial tone from the Company.

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SECTION 1 - DEFINITIONS (CONT'D)

SPECIAL ACCESS CIRCUIT - The physical pathway for transmission of information between a dedicated originating point and a dedicated terminating point.

TERMINATING DIRECTION - The use of Switched Access Service for the completion of calls from a carrier's premises to an End User premises.

TRANSMISSION PATH - An electrical path capable of transmitting signals within the range of the service offering. A transmission path is comprised of physical or derived facilities consisting of any form or configuration of plant used in the telecommunications industry.

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

TRUNK GROUP - A set of trunks which are traffic engineered as a unit for the establishment of connections between switching systems in which all of the communications paths are interchangeable.

WIRE CENTER - A physical location in which one or more central offices, used for the provision of exchange services, are located.

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SECTION 2 – RULES AND REGULATIONS

2.1 UNDERTAKING OF THE COMPANY

The Company shall be responsible only for the installation, operation and maintenance of service which it provides and does not undertake to transmit messages under this tariff.

Services provided under this tariff are provided 24 hours a day, seven days per week, unless otherwise specified in applicable sections of this tariff.

2.1.1 Liability of the Company

In view of the fact that the customer has exclusive control over the use of service and facilities furnished by the Company, and because certain errors incident to the services and to the use of such facilities of the Company are unavoidable, services and facilities are furnished by the Company subject to the terms, conditions and limitations herein specified:

2.1.1.1 The Company's damages arising out of its negligent acts, or mistakes, omissions, interruptions, delays, errors, or defects during the course of furnishing service, shall in no event exceed an amount equivalent to Onvoy's charges for service during the period affected by such negligence, or in which such mistakes, omissions, interruptions, delays, errors, or defects occurred. Any mistakes, omissions, interruptions, delays, errors, or defects that are caused by or materially contributed to by the negligence or willful acts of Customer, or that arise from facilities or equipment used by Customer and not provided by Onvoy, shall not result in the imposition of any liability upon Onvoy.

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SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.1 UNDERTAKING OF THE COMPANY (CONT'D)

2.1.1 Liability of the Company (Cont'd)

2.1.1.2 Customer shall defend, indemnify, and hold harmless the Company, its officers and directors, employees, and agents from and against any and all lawsuits, claims, demands, penalties, losses, fines, liabilities, damages, and expenses of any kind and nature (including, without limitation, liability to third parties for personal injury or death and for loss or damage to property, and loss or damage to Company property, and injury to Company employees), without limitation whatsoever, that in any way arise out of or result from Customer's operations, installation or maintenance of equipment and facilities, or performance under this tariff, or that arises out of or in any way is connected with Customer's provision of service to its end users, or any use or attempted use by Customer or any such end user of services provided by the Company hereunder; provided that this section shall not apply to the extent that any injury, loss, or damage is caused by the gross negligence or willful misconduct on the part of the Company.

2.1.1.3 The Company will not be liable for any act, omission to act, negligence, or defect in the quality of service of any underlying carrier or other service provider whose facilities or services are used in furnishing any portion of the service received by Customer. Onvoy will not be liable for any failure of performance that is caused by or the result of any act or omission by Customer or any entity other than Onvoy, that furnishes services, facilities, or equipment used in connection with Onvoy's services or facilities.

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SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.1 UNDERTAKING OF THE COMPANY (CONT'D)

2.1.1 Liability of the Company (Cont'd)

2.1.1.4 EXCEPT AS EXPRESSLY PROVIDED IN THIS TARIFF, ONVOY MAKES NO EXPRESSED OR IMPLIED REPRESENTATIONS, OR WARRANTIES, INCLUDING ANY WARRANTIES REGARDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

2.1.1.5 IN NO EVENT SHALL ONVOY BE LIABLE TO CUSTOMER FOR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION, LOST PROFITS OR REVENUE).

2.1.1.6 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 court's responsibility to adjudicate negligence and consequential damage claims, it is also the court's responsibility to determine the validity of the exculpatory clauses.

2.1.2 Limitation of Liability

2.1.2.1 Nothing in this tariff shall be construed to limit the Company's liability in cases of gross negligence or willful misconduct.

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SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.1 UNDERTAKING OF THE COMPANY (CONT'D)

2.1.3 Force Majeure

2.1.3.1 Neither Party shall be responsible for delays or failures in performance, except for the obligation to make payments required under this tariff, resulting from acts or occurrences in the nature of force majeure such as fire, explosion, war, or civil commotion; any law, order, regulation, or ordinance of any government or legal body; strikes; or delays caused by the other Party. In such event, the Party affected shall, upon giving prompt notice to the other, be excused from such performance to the extent of such interference. The affected Party shall use its reasonable efforts to avoid or remove the cause of non-performance and both Parties shall proceed to perform with dispatch once the causes are removed or cease.

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SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.2 ALLOWANCES FOR INTERRUPTIONS IN SERVICE

2.2.1 Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in equipment owned, provided, or billed for, by the Company.

2.2.2 The following allowances are provided for interruptions in service, as specified for particular services furnished solely by the Company:

The Company shall allow for interruptions in exchange telephone service of 24 hours or more not due to conduct of Customer an amount equal to the fixed monthly charges for exchange service multiplied by the ratio of the days of interruption to thirty days. When interruptions continue beyond 24 hours, credit allowance will be given in successive 24-hour multiples.

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SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.3 USE OF FACILITIES AND SERVICE

2.3.1 Use of Service

- A. Any service provided under this Tariff may be resold to or shared (jointly used) with other persons at the Customer's option. The Customer remains solely responsible for all use of service ordered by it or billed to its account(s) pursuant to this Tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The Customer may advise its customers that a portion of its service is provided by the Company, but the Customer shall not represent that the Company jointly participates with the Customer in the provision of the service.
1. Service may be used for any lawful purpose by the Customer or by any End User.
 2. The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code. All right, title and interest to such items remain, at all times, solely with the Company.
 3. Recording of telephone conversations of service provided by the Company under this tariff is prohibited except as authorized by applicable federal, state and local laws.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.3 USE OF FACILITIES AND SERVICE (Cont'd)

2.3.2 Limitations

- E. Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff. The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available. The Company may discontinue furnishing service in accordance with the terms of this tariff.
- F. The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control (examples of these conditions are more fully set forth previously in Section 2.1.3 of this tariff), or when service is used in violation of provisions of this tariff or the law.
- G. The Company does not undertake to transmit messages, but offers the use of its service when available, and, as more fully set forth previously in Section 2.1.3 of this tariff, shall not be liable for errors in transmission or for failure to establish connections.
- H. The Company reserves the right to discontinue service, limit service, or to impose requirements as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material affect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgment.
- I. The Company reserves the right to refuse an application for service made by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this Tariff until the indebtedness is satisfied.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.3 USE OF FACILITIES AND SERVICE (Cont'd)

2.3.4 Use and Ownership of Equipment

The Company's equipment, apparatus, channels and lines shall be carefully used. Equipment furnished by the Company shall remain its property and shall be returned to the Company whenever requested, within a reasonable period following the request, in good condition (subject to reasonable wear and tear). The Customer is required to reimburse the Company for any loss of, or damage to, the facilities or equipment on the Customer's premises, including loss or damage caused by agents, employees or independent contractors of the Customer through any negligence.

2.4 MINIMUM PERIOD OF SERVICE

The minimum period for which services are provided and for which rates and charges are applicable is one month unless otherwise specified. When a service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the service is used or not.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.5 PAYMENT FOR SERVICE RENDERED

- 2.5.1 Customer bills will contain all of the information required by O.A.C. 4901:1-5-16. Onvoy will bill Customer monthly, with recurring charges being billed in advance and any usage charges billed in arrears. Payment is due upon receipt by Customer and payable within twenty-two (22) days of the Bill Date (the "Due Date").
- 2.5.2 Payments are past due if not received by the Company by the Due Date. Any amounts past due will be subject to a late payment charge accruing at the rate of 1-1/2% per month until paid. In addition, bills not paid within thirty (30) days of the Bill Date and which have not been disputed in accordance with the procedures set forth in Section 2.7 of this tariff, may result in suspension of access privileges to Onvoy's collocate facility if Customer is collocated until the full amount of the bill is paid. Bills not paid within forty (40) days of the Bill Date and which have not been disputed in accordance with the procedures set forth in Section 2.7.1 of this tariff, may result in suspension of service until the overdue payments and any additional charges that may be imposed to restore service have been paid. Failure of the Customer to pay all undisputed amounts by the Due Date is a material breach and a seven (7) day notice shall be required in order to terminate services hereunder for non-payment.
- 2.5.3 The customer is responsible for payment of all charges for service furnished to the customer. Charges based on actual usage during a month will be billed monthly in the month following the month in which the service was used. All fixed monthly and nonrecurring charges for services ordered will be billed monthly in advance.
- 2.5.4 The Company reserves the right to require from an applicant for service advance payments of fixed charges and nonrecurring charges. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one month's charges for the service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated nonrecurring charges for the special construction. The advance payment will be applied to any indebtedness for the service and facilities for which the advance payment is made on the customer's initial bill. Advanced payments for installation costs or special construction will be credited on the first bill in their entirety.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.6 CUSTOMER COMPLAINTS AND BILLING DISPUTES

2.6.1 In the event that Customer disputes any charges, Customer must submit a written claim describing the disputed amount. Customer shall submit all documentation as may reasonably be required to support the claim. Payment may be withheld for the amounts subject to a dispute submitted prior to the Due Date. All disputes and claims for refunds must be submitted to Onvoy within eighteen (18) months of the Bill Date unless the Customer provides documentation after that timeframe. If Customer does not submit a claim as stated above, Customer waives all rights to file a claim thereafter. Onvoy shall investigate and resolve all disputes within forty-five (45) days of receipt of the dispute.

Issued: May 23, 2008

Effective: June 22, 2008

Issued under authority of the Public Utilities Commission of Ohio Case No.

Issued By: Mary T. Buley, Senior Regulatory & Interconnection Manager
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A/72545618.1

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.8 INSPECTION, TESTING AND ADJUSTMENT

- 2.8.1 The Company may, upon mutually agreed upon notice, make such tests and inspections as may be necessary to determine whether the terms and conditions of this tariff are being complied with in the installation, operation or maintenance of the Customer's or the Company's facilities or equipment. The Company may interrupt service at any time, without penalty or liability, due to the departure from any of these terms and conditions.
- 2.8.2 The Customer shall be responsible for making arrangements or obtaining permission for safe and reasonable access for Company employees or agents of the Company to enter the premises of the Customer or any joint user or customer of the Customer at any mutually agreed upon hour for the purpose of inspecting, repairing, testing or removing any part of the Company's facilities.
- 2.8.3 Upon mutually agreed upon notice, the facilities or equipment provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary for their maintenance in a condition satisfactory to the Company. No interruption allowance shall be granted for the time during which such tests and adjustments are made, unless such interruption exceeds twenty-four hours in length and is requested by the Customer.

Issued: May 23, 2008

Effective: June 22, 2008

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A/72545618.1

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.9 OBLIGATIONS OF THE CUSTOMER

2.9.1 Damages

The Customer shall reimburse the Company for damages to Company facilities utilized to provide services under this tariff caused by the negligence or willful act of the Customer, or resulting from improper use of the Company's facilities, or due to malfunction of any facilities or equipment provided by other than the Company, except that no Customer shall be liable for another Customer's actions.

2.9.2 Ownership of Facilities

Facilities utilized by the Company to provide service under the provisions of this tariff shall remain the property of the Company. Such facilities shall be returned to the Company by the Customer, whenever requested, within a reasonable period following the request in as good condition as reasonable wear permits.

Issued: May 23, 2008

Effective: June 22, 2008

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A/72545618.1

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.9 OBLIGATIONS OF THE CUSTOMER (Cont'd)

2.9.3 Equipment Space and Power

The Customer shall furnish to the Company, at no charge, equipment space and electrical power required by the Company to provide services under this tariff at the points of termination of such services. The selection of AC or DC power shall be mutually agreed to by the Customer and the Company. The Customer shall make necessary arrangements in order that the Company will have access to such spaces at mutually agreed upon times for installation, testing, repair, maintenance or removal of Company service.

2.9.4 Testing

The services provided under this tariff shall be made available to the Company at mutually agreed upon times in order to permit the Company to test, adjust and maintain the services in satisfactory operating condition. No credit will be allowed for any interruption during such tests and adjustments.

2.9.5 Design of Customer Services

The Customer shall be responsible for its own expense for the overall design of its services and for any redesigning or rearrangements of its services which may be required because of changes in facilities, operations or procedures of the Company, minimum protection criteria or operating or maintenance characteristics of the facilities.

2.9.6 Network Contingency Coordination

The Customer shall, in cooperation with the Company, coordinate in planning the actions to be taken to maintain maximum network capability following natural or man-made disasters which affect telecommunications service.

Issued: May 23, 2008

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A/72545618.1

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.9 OBLIGATIONS OF THE CUSTOMER (Cont'd)

2.9.7 Jurisdictional Reports

For Switched Access services, the Company will use the percentage of interstate originating feature group D to determine the percent of interstate usage to apply to all other switched access services provided by the Company to the Customer.

For Switched Access services for which the Company cannot determine the jurisdictional nature of Customer traffic and its related access minutes, the Company reserves the right to require the Customer to provide a projected estimate of its traffic, split between the interstate and intrastate jurisdictions. The Customer shall upon ordering service, and annually thereafter, report the percentage of interstate use and such report will be used for billing purposes until the Customer reports a different projected interstate percentage for a working trunk group. When the Customer adds trunks to or removes trunks from an existing group, the Customer shall furnish a revised projected interstate percentage that applies to the total trunk group. The revised report will serve as the basis for future billing and will be effective on the next bill date.

No pro-rating or back-billing will be done based on the report. The Company may require call detail records to substantiate projected interstate usage provided to the Company. In the event that the required jurisdictional report is not provided, the Company recorded or estimated percentage of interstate usage will be applied to the bill.

The Company may request this detailed information annually. If the audit results represent a substantial deviation from the Customer's previously reported PIU for the period upon which the audit was based, the call detail records may be requested more than once annually.

Issued: May 23, 2008

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A/72545618.1

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.9 OBLIGATIONS OF THE CUSTOMER (Cont'd)

2.9.7 Mixed Interstate and Intrastate Access Service

When mixed interstate and intrastate Access Service is provided, all charges, including nonrecurring charges, usage charges, and optional features, will be prorated between interstate and intrastate. The percentage provided in the reports as set forth in 8.3.3.D will serve as the basis for prorating the charges. The percentage of an Access Service to be charged as intrastate is applied in the following manner:

- a. For nonrecurring chargeable rate elements, multiply the percent intrastate use times the quantity of chargeable elements times the state tariff rate per element.
- b. For usage sensitive chargeable rate elements, multiply the percent intrastate use times actual use (measure or Company assumed average use) times the stated rate.

Issued: May 23, 2008

Effective: June 22, 2008

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A/72545618.1

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.10 DETERMINATION OF MILEAGE

Service for which rates are mileage sensitive are rated on the airline distance between the Company's switch location and Customer-designated premises or the end office of the Customer-designated premises.

Issued: May 23, 2008

Effective: June 22, 2008

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A/72545618.1

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.11 Disconnection and Termination of Service

2.11.1 Disconnection of Service Without Notice

Onvoy shall have the right to refuse or discontinue telephone service or service arrangements without advance notice, if the acts of the Customer or the conditions upon their premises are such as to indicate an intent to defraud Onvoy or to use the Service for unlawful purposes.

Onvoy will attempt to contact the Customer by telephone prior to discontinuing the Service or portions thereof. If Onvoy is unable to contact the Customer by telephone, a letter will be mailed to the Customer on the same date that their service or service arrangement is discontinued, explaining the reasons for such action and the Customer's right to dispute such action.

Issued: May 23, 2008

Effective: June 22, 2008

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A/72545618.1

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.11 DISCONNECTION AND TERMINATION OF SERVICE (CONT'D)

2.11.2. Disconnection of Service Requiring Notice

Disconnection notices issued by the Company will inform the Customer facing service disconnection of the total amount which the Customer would need to pay in order to avoid disconnection of service. It must also inform the Customer of the Company's legal obligation to provide service to customers whose access service charges are paid, even while their toll service is disconnected for nonpayment of outstanding toll debt.

2.11.2.1 The Company may disconnect service for any of the following reasons, other than for non-payment, provided it has notified the customer of its intent, in writing, to disconnect service and has allowed the customer a reasonable time of not less than thirty (30) days in which to remove the cause for disconnection:

- A Non-compliance with Regulations. For violation of or non-compliance with Commission's rules and regulations or for violation of or non-compliance with the Company's tariffs on file with the Commission.
- B Failure on Contractual Obligations. For failure of the customer to fulfill his contractual obligations for service or facilities subject to regulation by the Commission.
- C Failure to meet the utility's deposit and credit requirements.
- D For non-payment of a bill for service, provided that the Company has made a reasonable attempt to effect collection and has given the customer written notice of its intent to deny service if settlement of his account is not made and provided the customer has at least seven (7) days notice, in which to make settlement before his service is denied.

Issued: May 23, 2008

Effective: June 22, 2008

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A/72545618.1

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.12 UNLAWFUL USE OF SERVICE

2.12.1 Service shall not be used for any purpose in violation of law.

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

Issued: May 23, 2008

Effective: June 22, 2008

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A/72545618.1

SECTION 3 - SWITCHED ACCESS SERVICE

3.1 GENERAL

Switched Access Service, which is available to Customers for their use in furnishing their services to End Users, provides a two-point electrical communications path between a Customer's premises and an End User's premises. It provides for the use of common terminating, switching and trunking facilities, and for the use of common subscriber plant of the Company. Switched Access Service provides for the ability to originate calls from an End User's premises to a Customer's premises in the LATA where it is provided.

The application of rates for Switched Access Service is described in Sections 3.5 and 3.6 following. Rates and charges for services other than Switched Access Service, e.g., a Customer interLATA toll message service, may also be applicable when Switched Access Service is used in conjunction with these other services.

3.2 RATE CATEGORIES

There are three rate categories which apply to Switched Access Service:

- Local Switching
- Local Transport
- Common Line (see Section 5 of this tariff)

3.2.1 Local Switching

Local Switching provides for the use of end office switching equipment. Included in Local Switching are:

Common Switching, which provides the local end office switching functions and optional features.

Transport Termination, which provides for the trunk side arrangements which terminate the Local Transport facilities. The number of Transport Terminations provided will be determined by the Company.

Where end offices are appropriately equipped, international dialing may be provided. International dialing provides the capability of switching international calls with service prefix and address codes having more digits than are capable of being switched through a standard equipped end office.

Issued: May 23, 2008

Effective: June 22, 2008

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A/72545618.1

SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D)

3.2 RATE CATEGORIES (CONT'D)

3.2.3 Local Transport

The Local Transport rate category provides the transmission facilities between the Customer premises and the end office switch(es) where the Customer traffic is switched to originate or terminate its communications.

Local Transport is a two-way voice frequency transmission path composed of facilities determined by the Company. The two-way voice frequency path permits the transport of calls in the originating direction (from the End User end office switch to the Customer's premises) and in the terminating direction (from the Customer premises to the end office switch), but not simultaneously. The voice frequency transmission path may be comprised of any form or configuration of plant capable of and typically used in the telecommunications industry for the transmission of voice and associated telephone signals within the frequency bandwidth of approximately 300 to 3000 Hz.

The Company will work cooperatively with the Customer in determining (1) whether the service is to be directly routed to an end office switch or through an access tandem switch, and (2) the directionality of the service.

Transmission Paths

The number of Transport transmission paths provided is based on the Customer's order and is determined by the Company.

Interconnection

Interconnection of non-Company switched access transport facilities is available between an end office and a Customer point of presence where such facilities are provided.

Issued: May 23, 2008

Effective: June 22, 2008

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A/72545618.1

SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D)

3.3 OBLIGATIONS OF THE COMPANY

The Company has certain obligations pertaining only to the provision of Switched Access Service. These obligations are as follows:

3.3.1 Network Management

The Company will administer its network to provide acceptable service levels to all telecommunications users of the Company's network services. Generally, service levels are considered acceptable only when both End Users and Customers are able to establish connections with little or no delay encountered within the Company's network. The Company maintains the right to apply protective controls, i.e., those actions, such as call gapping, which selectively cancel the completion of any traffic carried over its network, including that associated with a Customer's Switched Access Service. Generally, such protective measures would only be taken as a result of occurrences such as a failure or overload of Company or customer facilities, natural disasters, mass calling or national security demands.

3.3.2 Design and Traffic Routing of Switched Access Service

The Company shall design and determine the routing of Switched Access Service, including the selection of the first point of switching and the selection of facilities from the interface to any switching point and to the end offices where busy hour minutes of capacity are ordered. The Company shall also decide if capacity is to be provided by originating only, terminating only, or two-way trunk groups. Finally, the Company will decide whether trunk side access will be provided through the use of two-wire or four-wire trunk terminating equipment. Selection of facilities and equipment and traffic routing of the service are based on standard engineering methods, available facilities and equipment and the Company's traffic routing plans. If the Customer desires different routing or directionality than that determined by the Company, the Company will work cooperatively with the Customer in determining (1) whether the service is to be routed directly to an end office or through an access tandem switch and (2) the directionality of the service.

Issued: May 23, 2008

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A/72545618.1

SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D)

3.3 OBLIGATIONS OF THE COMPANY (Cont'd)

3.3.3 Provision of Service Performance Data

Subject to availability, end-to-end service performance data available to the Company through its own service evaluation routines, may also be made available to the Customer based on previously arranged intervals and format. The data provides information on overall end-to-end call completion and non-completion performance e.g., Customer equipment blockage, failure results and transmission performance. The data does not include service performance data which is provided under other tariff sections, e.g., testing service results. If data is to be provided in other than paper format, the charges for such exchange will be determined on an individual case basis.

3.3.4 Trunk Group Measurements Reports

Subject to availability, the Company will make available trunk group data in the form of usage in CCS, peg count and overflow to the Customer based on previously agreed to intervals.

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A/72545618.1

SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D)

3.4 OBLIGATIONS OF THE CUSTOMER

The Customer has certain specific obligations pertaining to the use of Switched Access Service. These obligations are as follows:

3.4.1 Report Requirements

Customers are responsible for providing the following reports to the Company, when applicable.

A. Jurisdictional Reports

When a Customer orders Switched Access Service for both interstate and intrastate use, the Customer is responsible for providing reports as set forth in Section 2.8.7 preceding. Charges will be apportioned in accordance with those reports.

B. Code Screening Reports

When a Customer orders service call routing, trunk access limitation or call gapping arrangements, it must report the number of trunks and/or the appropriate codes to be instituted in each end office or access tandem switch, for each of the arrangements ordered.

The Company will administer its network in such a manner that the impact of traffic surges due to peaked 900 Access Service traffic on other access service traffic is minimized. Network management controls as defined in Section 3.3.1 may be implemented at the Company option to ensure acceptable service levels

3.4.2 On and Off-Hook Supervision

The Customer facilities shall provide the necessary on and off-hook supervision for accurate timing of calls.

3.4.3 Trunk Group Measurements Reports

With the agreement of the Customer, trunk group data in the form of usage in CCS, peg count and overflow for its end of all access trunk groups, where technologically feasible, will be made available to the Company. The data will be used to monitor trunk group utilization and service performance and will be based on previously arranged intervals and format.

Issued: May 23, 2008

Effective: June 22, 2008

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A/72545618.1

SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D)

3.5 RATE REGULATIONS

This section contains the specific regulations governing the rates and charges that apply for Switched Access Service.

Access Charges are applied on a per access minute basis. Access minute charges are accumulated over a monthly period.

3.5.1 Minimum Periods

Switched Access Service is provided for a minimum period of one month.

3.5.2 Cancellation of Access Service Order

A Customer may cancel an Access Order for the installation of service on any date prior to notification by the Company that service is available for the Customer's Use or prior to the service date, whichever is later. The cancellation date is the date the Company receives written or verbal notice from the Customer that the order is to be canceled. The verbal notice must be followed by written confirmation within 10 days. If a Customer or End User is unable to accept Access Service within 30 calendar days of the original service date, the Access Order will be canceled and applicable charges will apply.

Prior to Firm Order Confirmation Date

If an Access Order is canceled prior to the Firm Order Confirmation date, no charges will apply.

On or After Firm Order Confirmation Date

If an Access Order is canceled on or after the Firm Order Confirmation date, the Customer will be billed a flat cancellation fee, as provided in Section 9.1.1.D.

Issued: May 23, 2008

Effective: June 22, 2008

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A/72545618.1

SECTION 4 - SPECIAL ACCESS SERVICE

4.1 POINT-TO-POINT DEDICATED ACCESS SERVICE

4.1.1 Description

Onvoy's Local Point to Point service is designed for high-bandwidth voice, data, and video applications that demand the full-time availability of a dedicated service. This service uses Onvoy's local SONET rings to provide point-to-point dedicated connections between two of your locations or local access to an inter-exchange carrier (IXC) point of presence (POP) at bandwidths ranging from DS-1 to OC-192.

4.1.2 Service Ordering

This section sets forth the regulations for Access Service Requests (ASR) for Dedicated Transport Service, as defined in this tariff.

The Company reserves the right to require that services offered under this tariff 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:

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

Issued: May 23, 2008

Effective: June 22, 2008

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A/72545618.1

SECTION 4 - SPECIAL ACCESS SERVICE (CONT'D)

4.1 POINT-TO-POINT DEDICATED ACCESS SERVICE (Cont'd)

4.1.3 Access Service Date Intervals

Access Service is provided with one of the following Service Date intervals:

- Standard Interval
- Negotiated Interval

The Company will specify a FOC and the Service Commencement Date contingent on the ASR being complete as received. To the extent the Access Service can be made available with reasonable effort, the Company will provide the Access Service in accordance with the Customer's requested interval, subject to the following conditions:

A. Standard Interval

The Standard Interval for Switched Service will be 10 business days from the Application Date. This interval only applies to standard service offerings where there are pre-existing facilities to the Customer Premises. Access Services provided under the Standard Interval will be installed during Company business hours.

B. Negotiated Interval

The Company will negotiate a Service Date interval with the Customer when:

1. The Customer requests a Service Date before or beyond the applicable Standard Interval Service Date; or
2. There is no existing facility connecting the Customer Premises with the Company; or
3. The Customer requests a service that is not considered by the Company to be a standard service offering (for example, if Additional Engineering is required to complete the order); or

Issued: May 23, 2008

Effective: June 22, 2008

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A/72545618.1

SECTION 4 - SPECIAL ACCESS SERVICE (CONT'D)

4.1 POINT-TO-POINT DEDICATED ACCESS SERVICE (Cont'd)

4. The Company determines that Access Service cannot be installed within the Standard Interval.

The Company will offer a Service Date based on the type and quantity of Access Services the Customer has requested. The Negotiated Interval may not exceed by more than six months the Standard Interval Service Date, or, when there is no Standard Interval, the Company offered Service Date.

All services for which rates are applied on an Individual Case Basis are provided with a Negotiated Interval.

4.1.4 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 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.

Issued: May 23, 2008

Effective: June 22, 2008

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A/72545618.1

SECTION 4 - SPECIAL ACCESS SERVICE (CONT'D)

4.2 SPECIAL CONSTRUCTION

4.2.1 General

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

1. where facilities are not presently available, and there is no other requirement for the facilities so constructed; or
2. of a type other than that which the Company would normally utilize in the furnishing of its services; or
3. over a route other than that which the Company would normally utilize in the furnishing of its services; or
4. in a quantity greater than that which the Company would normally construct; or
5. on an expedited basis; or
6. on a temporary basis until permanent facilities are available; or
7. involving abnormal costs; or
8. in advance of its normal construction; or
9. when the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariff.

4.2.2 Customer Acceptance

Rates and charges for special construction shall be determined and presented to the Customer for its approval prior to the start of construction. No construction will commence until and unless the Customer accepts in writing the rates and charges as presented by the Company.

Issued: May 23, 2008

Effective: June 22, 2008

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A/72345618.1

SECTION 4 - SPECIAL ACCESS SERVICE (CONT'D)

4.3 BASIS OF RATES AND CHARGES

Rates and charges shall be based on the costs incurred by the Company and may include any one or any combination of the following:

- A. Nonrecurring Charges;
- B. Recurring Monthly Rates; and/or
- C. Termination Liabilities.

4.3.1 Cost Computation

Special Construction costs may include one or more of the following items to the extent that they are applicable:

4.3.1.1 The installed cost of the facilities to be provided including estimated costs for the rearrangements of existing facilities. The installed cost includes but may not be limited to the cost of:

- 1. equipment and materials provided or used;
- 2. engineering, labor and supervision;
- 3. transportation;
- 4. rights of way; and shipping and delivery.

Issued: May 23, 2008

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A/72545618.1

SECTION 4 - SPECIAL ACCESS SERVICE (CONT'D)

4.4 OBLIGATIONS OF THE COMPANY

The Company has certain obligations pertaining only to the provision of Dedicated Transport Service. These obligations are as follows:

4.4.1 Network Management

The Company will administer its network to ensure that provision of acceptable service levels to all telecommunications users of the Company's network services. Generally, such protective measures would only be taken as a result of occurrences such as a failure or overload of Company or Customer facilities, natural disasters, mass calling or national security demands.

Issued: May 23, 2008

Effective: June 22, 2008

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A/72545618.1

SECTION 4 - SPECIAL ACCESS SERVICE (CONT'D)

4.4 OBLIGATIONS OF THE COMPANY (Cont'd)

4.4.2 Design of Point-to-Point Dedicated Access Service

The Company shall design and determine the routing of Point-to-Point Dedicated Access Service.

Selection of facilities and equipment in connection with providing the service are based on standard engineering methods, available facilities and equipment and the Company's traffic routing plans.

If the Customer desires different routing or directionality than that determined by the Company, the Company will work cooperatively with the Customer in determining (1) whether the service is to be routed directly to an end office or through an access tandem switch and (2) the directionality of the service.

4.4.3 Provision of Service Performance Data

Subject to availability, end-to-end service performance data available to the Company through its own service evaluation routines, may also be made available to the Customer based on previously arranged intervals and format. If the data is to be provided in other than paper format, the charges for such exchange will be determined on an individual case basis.

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SECTION 4 - SPECIAL ACCESS SERVICE (CONT'D)

4.5 RATE REGULATIONS

This section contains the specific regulations governing the rates and charges that apply for Point-to-Point Dedicated Access Service.

4.5.1 Recurring and Nonrecurring Charges

Recurring charges are assessed monthly in connection with providing the Dedicated Transport Service. Nonrecurring charges are one-time charges that apply for a specific work activity (e.g., installation or change to an existing service).

4.5.2 Minimum Periods

Dedicated Transport Service is provided for a minimum period of one month.

4.5.3 Moves

A move of services involves a change in the physical location of one of the following:

- The point of termination at the Customer's premises
- The Customer's premises

The charges for the move are dependent on whether the move is to a new location within the same building or to a different building as described below.

A. Moves Within the Same Building

When the move is to a new location within the same building, the charge for the move will be an amount equal to one half of the nonrecurring charge for the capacity affected. There will be no change in the minimum period requirements.

B. Moves to a Different Building

Moves to a different building will be treated as a discontinuance and start of service and all associated nonrecurring charges will apply. New minimum period requirements will be established for the new service. The Customer will also remain responsible for satisfying all outstanding minimum period charges for the discontinued service.

Issued: May 23, 2008

Effective: June 22, 2008

Issued under authority of the Public Utilities Commission of Ohio Case No.

Issued By: Mary T. Buley, Senior Regulatory & Interconnection Manager
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Minneapolis, MN 55426

A/72545618.1

SECTION 4 - SPECIAL ACCESS SERVICE (CONT'D)

4.5 RATES AND REGULATIONS (Cont'd)

4.5.4 Installation of Optional Features

If a separate nonrecurring charge applies for the installation of an optional feature available with Dedicated Transport Service, the charge applies whether the feature is installed coincident with the initial installation of service or at any time subsequent to the initial installation of service.

The charges associated with upgrades in capacity will not apply when the customer maintains the same customer premises location.

4.5.5 Service Rearrangements

Service rearrangements are changes to existing services installed that do not result in either a change in the minimum period requirements or a change in the physical location of the point of termination at the Customer's premises or the Customer's end user's premises. Changes, which result in the establishment of new minimum period obligations, are treated as disconnects and starts.

The charge to the Customer for the service rearrangement is dependent on whether the change is administrative only in nature or involves an actual physical change to the service.

Administrative changes will be made without charge(s) to the Customer. Such changes require the continued provision and billing of the Access Service to the same entity or change in jurisdiction.

Issued: May 23, 2008

Effective: June 22, 2008

Issued under authority of the Public Utilities Commission of Ohio Case No.

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A/72545618.1

SECTION 4 - SPECIAL ACCESS SERVICE (CONT'D)

4.5 RATES AND REGULATIONS (Cont'd)

4.5.6 Calculation of Mileage

To determine the rate distance between any two rate centers proceed as follows:

- a. Obtain the "V" and "H" coordinates for each rate center.
- b. Obtain the difference between the "V" coordinates of the two rate centers. Obtain the difference between the "H" coordinates.

Note: The difference is always obtained by subtracting the smaller coordinate from the larger coordinate.

- c. Square each difference obtained in B above.
- d. Add the squares of the "V" difference and the "H" difference obtained in c. above.
- e. Divide the sum of the squares obtained in D above by 10. Round to the next higher whole number if any fraction is obtained.
- f. Obtain the square root of the result obtained in E above. This is the rate distance in miles. (Fractional miles being considered as full miles.)

Issued: May 23, 2008

Effective: June 22, 2008

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A/72545618.1

SECTION 4 - SPECIAL ACCESS SERVICE (CONT'D)

4.6 SERVICE DESCRIPTIONS

4.6.1 Wideband Digital Data Service (1.544 Mbps)

Wideband Digital Data Service (WDDS or DS1) is a dedicated high capacity channel used for simultaneous two-way transmission of serial, bipolar, return-to-zero isochronous digital signals at a transmission speed of 1.544 Mbps. Service is furnished on a full-time basis (24 hours a day, Seven days a week).

4.6.2 Rate Descriptions

There are three basic rate elements that apply to WDDS:

- Local Channel
- Interoffice Channel
- Additional Features

4.6.2.1 Local Channel

The Local Channel is the channel between a customer's premises and the Company (or Company service provider's) serving wire center.

4.6.2.2 Interoffice Channel

The Interoffice Channel is defined as the component of the service between two Company (or Company provider's) serving wire centers, or between a serving wire center and a Company-designated digital hub. There is a fixed element as well as a mileage-sensitive element. The mileage-sensitive component is based on the airline miles between serving wire centers (or digital hubs) with fractional miles rounded to the next whole mile.

4.6.2.3 Additional Features

Additional features may include multiplexing, clear channel capability, and Extended Superframe Format (ESF).

Issued: May 23, 2008

Effective: June 22, 2008

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A/72545618.1

SECTION 4 - SPECIAL ACCESS SERVICE (CONT'D)

4.7 RATES AND CHARGES

4.7.1 Wideband Digital Data Service (1.544 Mbps)

	Installation Charges	Monthly Recurring
A. Local Channel	\$750.00	\$350.00
B. Interoffice Channel		
1. Fixed		
Mileage Bands		
0	\$ 0.00	\$ 0.00
Over 0 to 1	\$ 0.00	\$150.00
Over 1 to 3	\$ 0.00	\$150.00
Over 3 to 5	\$ 0.00	\$175.00
Over 5 to 15	\$ 0.00	\$200.00
Over 15 to 25	\$ 0.00	\$200.00
Over 25	\$ 0.00	\$200.00
2. Mileage-Sensitive, Per Mile		
Mileage Bands		
0	\$ 0.00	\$ 0.00
Over 0 to 1	\$ 0.00	\$ 50.00
Over 1 to 3	\$ 0.00	\$ 50.00
Over 3 to 5	\$ 0.00	\$ 50.00
Over 5 to 15	\$ 0.00	\$ 50.00
Over 15 to 25	\$ 0.00	\$ 50.00
Over 25	\$ 0.00	\$ 50.00
3. Additional Features		
Multiplexing		
DS1 to Voice	\$ 0.00	\$250.00
DS1 to DS0	\$ 0.00	\$300.00

Issued: May 23, 2008

Effective: June 22, 2008

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A/72545618.1

SECTION 4 - SPECIAL ACCESS SERVICE (CONT'D)

4.8 SERVICE TRANSFER CHARGES

4.8.1 Description

Service Transfer Charges are applied for processing a request to move a customer from the Company's local exchange service to another carrier's local exchange service.

These charges are applied to the requesting carrier on a per order and per line basis for each Local Service Request (LSR) received by the Company.

4.8.2 Rate Elements

	<u>Electronic Processing</u>	<u>Manual Processing</u>
LSR Order Charge, per order	\$17.93	\$24.07
LSR Line Charge, per line	\$17.71	\$17.71

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Effective: June 22, 2008

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A/72545618.1

SECTION 4 - SPECIAL ACCESS SERVICE (CONT'D)

4.9 DEDICATED 911 TRANSPORT SERVICE

4.9.1 Application of Service

Service provides for dedicated access to appropriate 911 Tandem as required for end user access to emergency 911 service.

4.9.2 911 High Capacity Channel Description

A 911 High Capacity channel is a channel for the digital transmission of 1.544, 3.152, or 44.736 Mbps isochronous serial data. The actual bit rate and framing format is a function of the channel interface selected by the customer. High Capacity channels are provided between customer designated premises, between a customer designated premises and a Telephone Company Hub or Hub-to-Hub at 1.544 and 44.736 Mbps transmission.

4.9.3 DS1 High Capacity/1.544 Mbps Service

DS1 service (a 1.544 Mbps facility) is provided with electrical interface. A nominal 64.0 kbps service is available only as a channel of a 1.544 Mbps facility between two Telephone Company Digital Data Hubs or as a cross connect of two 2.4, 4.8, 9.6, 19.2, 56.0, or 64.0 kbps channels of two DS1 services at a Digital Data Hub(s). The customer must provide system and channel assignment data.

Issued: May 23, 2008

Effective: June 22, 2008

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A/72545618.1

SECTION 4 - SPECIAL ACCESS SERVICE (CONT'D)

4.9 DEDICATED 911 TRANSPORT SERVICE (cont'd)

4.9.4 Central Office Multiplexing

4.9.4.1 DS3 to DS1

An arrangement that converts a 44.736 Mbps channel to 28 DS1 channels using digital time division multiplexing.

1. DS1C to DS1

An arrangement that converts a 3.152 Mbps channel to two DS1 channels using

2. DS1 to Voice

An arrangement that converts a 1.544 Mbps channel to 24 channels for use with Voice Grade Services. A channel(s) of this DS1 to the Hub can also be used for WATS access Line, Program Audio or Metallic Services.

3. DS1 to Digital

An arrangement that converts a 1.544 Mbps channel to 24 channels for use with individual digital data circuits to the Hub at speeds of 2.4, 4.8, 9.6, 19.2, 56 or 64 Kbps. A channel(s) of this DS1 to the Hub can also be used for WATS Access Line, Voice Grade, Program Audio, or Metallic Services.

Issued: May 23, 2008

Effective: June 22, 2008

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A/72545618.1

SECTION 4 - SPECIAL ACCESS SERVICE (CONT'D)

4.9 DEDICATED 911 TRANSPORT SERVICE (cont'd)

4.9.5 Rates

1. Channel Mileage

	<u>Monthly Rates</u>	
	<u>Fixed</u>	<u>Per Mile</u>
1.544 Mbps	\$46.66	\$21.40

2. Optional Features and Functions

<u>Multiplexing</u>	<u>Monthly Rates</u>	<u>Nonrecurring Charges</u>
DS1 to Digital*	\$207.00	None (per arrangement)

*A channel(s) of this DS1 to the Hub can be used for WATS Access Line, Voice Grade, Program Audio, or Metallic Services.

Issued: May 23, 2008

Effective: June 22, 2008

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A/72545618.1

SECTION 5 - CARRIER COMMON LINE ACCESS SERVICE

5.1 GENERAL

The Company will provide Carrier Common Line Access Service to Customers in conjunction with Switched Access Service provided in Section 3 of this tariff. Carrier Common Line provides for the use of End Users' Company-provided common lines by Customers for access to such End Users to furnish Intrastate Communications.

5.2 LIMITATIONS

No telephone number or detailed billing will be provided with Carrier Common Line Access. Directory listings and intercept arrangements are not included in the rates and charges for Carrier Common Line Access.

5.3 APPLICATION OF INTRASTATE CHARGES

Intrastate rates apply only to that portion of Carrier Common Line Service provided for intrastate usage. Jurisdictional reporting is required as described in Section 2.9.7 of this tariff.

5.4 PRESUBSCRIPTION

- A. Presubscription is an arrangement whereby an end user may select and designate to the Company an interexchange carrier (IC) to access, without an access code, for intrastate interLATA calls. For the purposes of this tariff, an "IC" includes any entity authorized by the Public Utilities Commission of Ohio to provide or to resell intrastate, intercity communications services. This IC is referred to as the end user's Primary Interexchange Carrier (PIC). The end user may select the Company as its PIC, or may select any other IC that orders originating Feature Group D Switched Access Service either to the Company's end office location or to an authorized local exchange carrier's tandem that sub-tends the Company's end office. After the end user's initial selection of a predesignated IC, for any additional change in selection, a non-recurring charge, as set forth in Section 4, applies.

Issued: May 23, 2008

Effective: June 22, 2008

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A/72545618.1

SECTION 5 - CARRIER COMMON LINE ACCESS SERVICE (CONT.)

5.4 PRESUBSCRIPTION (CONT.)

- B. At the request of a new or existing end user served by a Feature Group D end office, the Company will provide a list of ICs the end user may select as its PIC. At no additional charge for the initial selection, the customer may choose either of the following options:
- Designate an IC as a PIC and dial 1 OXXX or 101 OXXX to reach other ICs.
 - Designate that they do not want to be presubscribed to any IC and choose to dial IOXXX or IOIOXXX for all calls to all ICs.
- C. New end users subscribing to the Company's Exchange Access Service which do not specify a PIC will default to a no PIC choice as their initial PIC selection. Subsequent to the installation of Exchange Access Service, and after the end user's initial selection of a PIC, for any additional change in selection, a non-recurring charge set forth in Section 9.1.7.A applies. This charge may be either billed to the end user which is the subscriber to the Exchange Access Service, or upon request by the designated IC, billed to the IC on behalf of the end user.

5.5 UNAUTHORIZED PIC CHANGE

- A. If an IC requests a Primary Interexchange Carrier (PIC) change on behalf of a billed party (e.g., an end user), and the billed party subsequently denies requesting the change, and the IC is unable to substantiate the change with a letter of authorization signed by the billed party; then:
- The billed party will be reassigned to their previously selected IC. No charge will apply to the billed party for this reassignment.
 - The Unauthorized Presubscription Change Charge as set forth in Section 9.1.7.B will apply to the IC that requested the unauthorized PIC change. This charge is applied in addition to the PIC change charge set forth in Section 9.1.7.A following.

Issued: May 23, 2008

Effective: June 22, 2008

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A/72545618.1

SECTION 5 - CARRIER COMMON LINE ACCESS SERVICE (CONT.)

5.5 EXPEDITED PIC SWITCHBACK SERVICE

This service provides an expedited method of handling a disputed PIC change on behalf of the end user or its authorized agent.

If the change has occurred within the past 90 days, the end user or its authorized agent will be credited the PIC change charge assessed for the disputed change in PIC, and will be immediately switched back to the former PIC at no charge to the end user. The PIC Switchback Charge as set forth in Section 9.1.7.C will apply to the IC that requested the PIC Switchback charge to expedite the switchback to the end user's or its authorized agent's former PIC. This charge is applied in addition to the PIC change charge set forth in Section 9.1.7.A following.

Issued: May 23, 2008

Effective: June 22, 2008

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A/72545618.1

SECTION 6 - SPECIAL ARRANGEMENTS

6.1 SPECIAL CONSTRUCTION

6.1.1 Basis for Charges

Basis for Charges where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariffs, charges will be based on the costs incurred by the Company (including return) and may include:

- 1) Nonrecurring charges;
- 2) Recurring charges;
- 3) Termination liabilities; or
- 4) Combinations of 1), 2) and 3).

6.1.2 Basis for Cost Computation

The costs referred to in 6.1.1 preceding may include one or more of the following items to the extent they are applicable:

- 1) Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
 - a) Equipment and materials provided or used;
 - b) Engineering, labor and supervision;
 - c) Transportation; and
 - d) Rights of way and/or any required easements.
- 2) Cost of maintenance;
- 3) Depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;
- 4) Administration, taxes and uncollectible revenue on the basis of reasonable average cost for these items;
- 5) License preparation, processing and related fees;

Issued: May 23, 2008

Effective: June 22, 2008

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A/72545618.1

SECTION 6 - SPECIAL ARRANGEMENTS (CONT'D)

6.1 SPECIAL CONSTRUCTION (Cont'd)

- 7) Any other identifiable costs related to the facilities provided; or
- 8) An amount for return and contingencies.

6.1.3 Termination of Liability

- A. To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of a customer.

- 1. The period on which the termination liability is based on the term of the contract.
- 2. The amount of the maximum termination liability is equal to the estimated amounts (including return) for:

Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:

- a) Equipment and materials provided or used;
- b) Engineering, labor and supervision;
- c) Transportation;
- d) Rights of way and/or any required easements.
- e) License preparation, processing and related fees;
- f) Administrative expenses, processing and related fees;
- g) Cost of removal and restoration, where appropriate; and
- h) Any other identifiable costs related to the specially constructed or rearranged facilities.

Issued: May 23, 2008

Effective: June 22, 2008

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A/72545618.1

SECTION 6 - SPECIAL ARRANGEMENTS (CONT'D)

6.1 SPECIAL CONSTRUCTION (Cont'd)

6.1.3 Termination Liability (Cont'd)

- B. The termination liability method for calculation the unpaid balance of a term obligation is obtained by pro-rating the sum of the amounts determined as set forth in Section 6.1.3, less the amount the customer has paid, and less estimated net salvage, over the remaining term of the contract. For example, if the contract was for 36 months, and the Customer terminates after 18 months (i.e. one half the term), the Customer will be charged for one half of the sum of the amounts determined as set forth in Section 6.1.3, less estimated net salvage.

Issued: May 23, 2008

Effective: June 22, 2008

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A/72545618.1

SECTION 6 - SPECIAL ARRANGEMENTS (CONT'D)

6.2 NON-ROUTINE INSTALLATION AND/OR MAINTENANCE

At the customer's request, installation and/or maintenance may be performed outside the Company's regular business hours, or (in the Company's sole discretion and subject to any conditions it may impose) in hazardous locations. In such cases, charges based on the cost of labor, material and 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.

Issued: May 23, 2008

Effective: June 22, 2008

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A/72545618.1

7.1 MEASUREMENT OF ACCESS MINUTES AND DETERMINATION OF BALANCE

The Company and Other Network Provider will measure, on a monthly basis, the originating and terminating local usage.

Issued: May 23, 2008

Effective: June 22, 2008

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SECTION 8 - BILLING AND COLLECTION

8.1 GENERAL

The Company will provide the following services:

- Recording Service
- Billing Name and Address (BNA)

8.2 RECORDING SERVICE

Recording is the entering on magnetic tape or other acceptable media the details of customer messages originated through switched access service. Recording is provided 24 hours a day, 7 days a week.

The company will provide recording service in association with the offering of Feature Groups B for 900 Access Service, C, and D Switched Access Service for customer messages that can be recorded by company-provided automatic message accounting equipment. In addition, where the company records the customer messages on manual tickets, the company will provide recording service for the manual tickets and at offices where the company provides Feature Group A switched access service and has the ability to record the Feature Group A call detail with automatic message accounting equipment and mark the recorded call detail as Feature Group A call detail for a specific customer, the company will provide the recording service for Feature Group A switched access service. At the request of the customer, recording service will be provided for Feature Group D switched access service on an end office and type of call basis. Type of call means message telecommunications service (MTS) including 700 and 900 service, calls originating and/or terminating over a WATS access line, and station message detail recording for MTS and calls originating from a WATS access line.

The company will provide recording service in its operating territory. The minimum territory for which the company will provide recording service is all the appropriately equipped offices in a state operating territory for which the customer has ordered Feature Group A, B for 900 service, C, or D switched access service. A state operating territory of a particular telephone company includes all its LATAs or market areas which are located in the same state including the areas in contiguous states which are assigned to such LATAs or market areas and served by the same company.

Issued: May 23, 2008

Effective: June 22, 2008

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A/72545618.1

SECTION 8 - BILLING AND COLLECTION (CONT'D)

8.2 RECORDING SERVICE (Cont'd)

For Feature Group B or 900 Access Service, C, and D Switched Access Service, the term "customer message" used herein denotes an intrastate call originated by a customer's end user. Station message detail recording is an optional feature which provides a record of customer messages originated by MTS and WATS access lines. Such detail will be provided as part of Feature Group D end office and type of call recording service when requested by the customer. For Feature Group A switched access service, the term "customer message" used herein denotes a call over an intrastate Feature Group A switched access service. A call includes both calls originated to and terminated from a Feature Group A switched access service. The beginning and ending of a customer message are determined pursuant to the written instructions of the customer.

8.2.1 Undertaking of the Company

- A. The company will record all customer messages carried over Feature Group B for 900 access service, C, and D switched access service that are available to company-provided recording equipment or operators. The company will record all customer messages, including interLATA intrastate messages and interLATA interstate messages, carried over a Feature Group A switched access service. Unavailable customer service messages (i.e. certain Feature Group C operator and TOPS messages which are not accessible by company-provided equipment or operators) will not be recorded. The recording equipment will be provided at locations selected by the company.
- B. A standard format for the provision of the recorded customer message detail will be established by the company and provided to the customer. If, in the course of company business, it is necessary to change the format, the company will notify the involved customers six months prior to the change.

Assembly and editing, provision of customer detail, data transmission to a customer location, special orders for recording and program development will be provided to the customer on a contractual basis.

Issued: May 23, 2008

Effective: June 22, 2008

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A/72545618.1

SECTION 8 - BILLING AND COLLECTION (CONT'D)

8.2 RECORDING SERVICE (Cont'd)

8.2.1 Undertaking of the Company (Cont'd)

- C. Recorded customer message detail which is used at the request of the customer to provide message processing and message bill processing service is not retained by the company for longer than 45 days. The rates for unbilled message detail and the billed message detail is retained for reference in place of the recorded customer message detail. For recorded customer message detail not used by message processing service at the customer's request, the company will make every reasonable effort to recover recorded customer message detail previously made available to the customer and make it available again for the customer. The charges as set forth in the rate schedule, following, will apply for all such detail provided. Such a request must be made within thirty (30) days from the date the details were initially made available to the customer.

8.2.2 Liability of the Company

Notwithstanding 8.2.1 preceding, the company's liability for recording service is as follows:

Unless there is an expressed written agreement to the contrary, in the absence of gross negligence or willful misconduct, no liability for damages to the customer or other person or entity other than as set forth in (A) and (B) preceding shall attach to the company for its action or the conduct of its employees in providing recording service.

8.2.3 Obligations of the Customer

The customer shall order recording service under a special order.

The customer shall order recording service at least one month prior to the date when the customer message detail is to be recorded, unless customer's request requires that recording service be provided by end office and type of call, then the ordering interval will be determined on an individual case basis.

The customer shall order recording service for Feature Group D switched access by end office and type of call in accordance with the terms and conditions established on an individual case basis special order.

Issued: May 23, 2008

Effective: June 22, 2008

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A/72545618.1

SECTION 8 - BILLING AND COLLECTION (CONT'D)

8.2 RECORDING SERVICE (Cont'd)

8.2.4 Payment Arrangements and Audit Provision

8.2.4.1 Notice and Scope

1. Upon forty-five (45) days' prior written notice by the customer to the company (or such shorter period as the parties may mutually agree upon), the customer or its authorized representative shall have the right to commence an audit during normal business hours and at intervals of no more than one audit in any six month period. The audit will be limited to all such records and accounts as may, under recognized accounting practices, contain information bearing upon amounts subject to being billed to the customer's end users by the company as part of its provision of billing and collection services and the changes to the customer for other services provided by the company pursuant to this tariff.
2. The written notice of audit shall identify the date upon which it is to commence, the location, the customer's representatives, the subject matter of the audit, and the materials to be reviewed.
3. The written notice of audit shall be directed to the company's representative at the address stipulated by such representative.
4. The company may, within thirty (30) days of receipt of the customer's notice of audit, postpone commencement by written notice for a period not to exceed fifteen (15) days, but only for good cause. The company shall also indicate the new date for commencement of said audit.
5. Upon completion of the audit, the customer's auditors are to provide an oral report of their findings to the company prior to their departure, followed by a letter within thirty (30) days confirming findings.

Issued: May 23, 2008

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SECTION 8 - BILLING AND COLLECTION (CONT'D)

8.2 RECORDING SERVICE (Cont'd)

8.2.4 Payment Arrangements and Audit Provision

8.2.4.2 Payment of Expense

Each party shall bear its own expenses in connection with the conduct of an audit. Special data extractions required by the customer for its representative to conduct the audit will be paid for by the customer. "Special data extraction" for auditing purposes shall mean programming, clerical and computer time required to create an output record (from existing data files) that cannot normally be created from current software programs in the production program library.

8.2.4.3 Requests for Examinations

1. In addition to audits, the customer, or its representatives, may request, from time to time, the opportunity to conduct an examination, as defined in (ii) following. The company will make reasonable efforts to accommodate requests for examination and to cooperate in the conduct of an examination.
2. An "examination" shall, for purposes of this section, constitute a reasonable inquiry on a single issue or a specific topic related to billing and collection service for a stated reason.

Upon concurrence by both parties that errors or omissions exist, adjustment shall be made by the proper party to compensate for any errors or omissions disclosed by such examination or audit.

8.2.4.4 Audit Provision

All information received or reviewed by the customer or its authorized representative is to be considered confidential and is not to be distributed, provided or disclosed in any form to anyone not involved in the audit, nor is such information to be used for any other purposes.

Issued: May 23, 2008

Effective: June 22, 2008

Issued under authority of the Public Utilities Commission of Ohio Case No.

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Onvoy Voice Services
300 South Highway 169, Suite 700
Minneapolis, MN 55426

A/72545618.1

SECTION 8 - BILLING AND COLLECTION (CONT'D)

8.2 RECORDING SERVICE (Cont'd)

8.2.4 Payment Arrangements and Audit Provision (Cont'd)

8.2.4.5 Minimum Period and Minimum Monthly Charges

The minimum period for which recording service without sorting is provided and for which charges apply is one month.

8.2.4.6 Changes to Special Orders

When a customer requests material changes to a pending special order for recording service, the pending special order will be canceled and the requested changes will be undertaken if they can be accommodated by the company under a new special order. A new special order charge will apply.

8.2.5 Rate Regulations

The special order charge as provided in Section 9.1.1.E applies for each special order accepted by the company for recording service or for a subsequently requested change.

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SECTION 8 - BILLING AND COLLECTION (CONT'D)

8.3 BILLING NAME AND ADDRESS SERVICE

Billing Name and Address (BNA) service is the provision of the complete billing name, street address, city or town, state and zip code for a telephone number assigned by the company.

BNA service is provided for the sole purpose of permitting the customer to bill its telephonic communications services to its end users and may not be resold or used for any other purpose, including marketing activity such as market surveys or direct marketing by mail or by telephone.

The customer may not use BNA information to bill for merchandise, gift certificates, catalogs, or other services or products.

BNA services is provided on both a manual and a mechanized basis. On a manual basis, the information will be provided by voice telecommunications or by mail, as appropriate. On a mechanized basis, the information will be entered on magnetic tape containing recorded customer messages.

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SECTION 8 - BILLING AND COLLECTION (CONT'D)

8.3 BILLING AND ADDRESS SERVICE_(CONT'D)

BNA information is furnished for sent-paid, collect, bill to third number, 700 and 900 service messages and messages charged to a calling card that is resident in the company's database. In addition, BNA information for messages originated from data terminal numbers (DTNs) of data communications services is furnished on a manual basis only.

8.3.1 Undertaking of the Company

- A. A request for information on over 100 and up to 500 telephone numbers should be mailed to the company. The company will provide the response by first class U.S. Mail within ten (10) business days.
- B. Upon receipt of a magnetic tape of recorded customer messages, the company will, at the request of the customer, provide BNA service on a mechanized basis. The tape of messages may be provided by the customer or, where the customer subscribes to recording service as set forth in 8.2 preceding, may be the output from that service. The company will enter the BNA information on the recorded message tape and send the tape to the customer by first class U.S. Mail. Other methods of delivering the data may be negotiated, and charges based on cost will apply.
- C. The company will provide a response to customer-provided tapes by mail within six (6) business days of receipt. The company will process and mail tapes which are the output of recording service every fifth business day.
- D. The company will specify the format in which requests and tapes are to be submitted.
- E. The BNA information will be provided for the calling number furnished to the extent a billing name and address exists in the company customer records information system, including non-published and non-listed numbers. If the billing name and address information for a specific calling number is confidential due to legal, national security, end user or regulatory imposed requirements, the company will provide an indicator on the confidential records.

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SECTION 8 - BILLING AND COLLECTION (CONT'D)

8.3 BILLING AND ADDRESS SERVICE_(CONT'D)

- F. The company will provide the most current BNA information resident in its database. Due to normal end user account activity, there may be instances where the BNA information provided is not the BNA that was applicable at the time the message was originated.

8.3.2 Obligations of the Customer

- A. With each order for BNA service, the customer shall identify the authorized individual and address to receive the BNA information.
- B. A customer which orders BNA service on a mechanized basis and which intends to submit tapes of record messages for processing must provide the company with an acceptable test tape or transmission which includes all call types for which BNA information may be requested.
- C. The customer shall institute adequate internal procedures to insure that BNA information, including that related to non-published and non-listed telephone numbers, is used only for the purpose set forth in this tariff and that BNA information is available only to those customer personnel or agents with a need to know the information. The customer must handle all billing name and address information designated as confidential by the company in accordance with the company's procedures concerning confidential information. The company will provide to the customer a statement of its procedures concerning confidential information.
- D. The customer shall not publicize or represent to others that the company jointly participates with the customer in the development of the customer's end user records, accounts, databases or market data, records, files and databases or other systems it assembles through the use of BNA service.

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SECTION 8 - BILLING AND COLLECTION (CONT'D)

8.3 BILLING AND ADDRESS SERVICE (CONT'D)

8.3.2 Obligations of the Customer (Cont'd)

- E. When the customer orders BNA service for both interstate and intrastate messages, the projected percentage of interstate use must be provided in a whole number to the company. The company will designate the number obtained by subtracting the projected interstate percentage from 100 (100-projected interstate percentage = intrastate percentage) as the projected intrastate percentage. This whole number percentage will be used by the company to apportion the rates and nonrecurring charges between interstate and intrastate in those circumstances where the recorded message detail is not sufficient to permit the company to determine the appropriate jurisdiction. This percentage will remain in effect until a revised report is received as set forth below.

Effective on the first of January, April, July, and October of each year the customer may update the jurisdictional report. The customer shall forward to the company, to be received no later than 20 calendar days after the first of each such month, a revised report showing the interstate percentage of use for the past three months ending the last day of December, March, June, and September, respectively. Except where jurisdiction can be determined from the recorded message detail, the revised report will serve as the basis for the next three months billing and will be effective on the bill date in the following month (i.e. February, May, August, and November). No prorating or backbilling will be done based on the report. If the customer does not supply the report, the company will assume the percentages to be the same as those provided in the last quarterly report. For those cases in which a quarterly report has never been received from the customer, the company will assume the percentages to be the same as those provided in the order for service.

- F. The company shall use reasonable efforts to provide accurate and complete lists. The company makes no warranties, expressed or implied, as to the accuracy or completeness of these lists.

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SECTION 8 - BILLING AND COLLECTION (CONT'D)

8.3 BILLING AND ADDRESS SERVICE (CONT'D)

8.3.3 Rate Regulations

A. Service Implementation Charges as provided in Section 9.1.1.A apply for the initial establishment of BNA service on a manual basis, for the initial establishment of BNA service on a mechanized basis and for establishment of a master BNA list for a customer.

B. A Customer Message charge as provided in Section 9.1.7 applies for each request for BNA information for a telephone number or DTN number on a manual basis. A charge applies for each message processed to supply BNA information on a mechanized basis.

The company will keep a count of the requests and of the messages processed. The company will bill the customer in accordance with these counts whether or not the company was able to provide BNA information for all request and messages.

C. Where the recorded message detail is sufficient to determine a message is an intrastate message, the rates set forth in the rate schedule following will apply to each such message.

D. Usage for which the recorded message detail is insufficient to determine jurisdiction will be prorated by the company between interstate and intrastate. The percentages provided in the reports as set forth in 8.3.3.C preceding will serve as the basis for prorating the charges. The intrastate charges are determined as follows: For usage sensitive (i.e., requests or messages processed) chargeable rate elements, multiply the intrastate percent of messages times the stated tariff rate.

E. When a customer cancels an order for BNA service after the order date, the service establishment charge applies.

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SECTION 9 – RATES AND CHARGES

9.1 Access Service

9.1.1 Service Orders

		<u>Nonrecurring Charge Per Line or Trunk</u>
(A)	Service Implementation	
	(1) Installation	\$50.00
	(2) Access Order Charge	\$60.00
(B)	Service Date Change	\$26.50
(C)	Design Change	\$58.00
(D)	Service Cancellation	\$100.00
(E)	Special Order Charge	\$100.00

9.1.2 Carrier Common Line

Per Access Minute

Originating	\$0.000000
Terminating	\$0.000000

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SECTION 9 – RATES AND CHARGES (Cont'd)

9.1 Access Service (Cont'd)

9.1.3 Local Transport

	<u>Non-Recurring</u>	<u>Monthly Recurring</u>
(A) <u>Entrance Facility</u>		
(1) Per DS1		\$227.00
(B) <u>Direct Transport</u>		
(1) Dedicated Transport		
(A) Termination		\$81.00
First	\$310.00	
Each Add'l	\$250.00	
(B) Facility		
Per Mile	\$25.00	
Tandem Port	\$133.80	
Trunk Port	\$120.25	

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SECTION 9 – RATES AND CHARGES (Cont'd)

9.1 Access Service (Cont'd)

9.1.3 Local Transport

(C) Common Transport

(1) Trunk Charges

First	\$115.00
Each Add'l	\$ 40.00

(2) Tandem Switched Transport

Per Access Minute

Termination	\$0.000244
Facility (per mile per minute)	\$0.000044
Multiplexing	\$0.000042

Per Access Minute

(3) Tandem Switching \$0.001033

(4) Network Blocking \$0.001088

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A/72545618.1

SECTION 9 – RATES AND CHARGES (Cont'd)

9.1 Access Service (Cont'd)

9.1.4 Local Switching

Originating	\$0.005820
Terminating	\$0.005820

9.1.5 Toll Free Data Base Access Service

Basic Toll Free Access Query

Per Query	\$0.0022294
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9.1.6 Information Surcharge

Per Minute	\$0.000000
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9.1.7 Billing and Collection

Recording, per customer message	\$.035
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BNA Service Establishment Charge	\$145.00 (Non-recurring)
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Query Charge per Telephone Number	\$0.24
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SECTION 9 – RATES AND CHARGES (Cont'd)

9.1 Access Service (Cont'd)

9.1.7 Presubscription

(A)	Authorized PIC Change	\$5.00
(B)	Unauthorized PIC Change	\$18.00
(C)	Expedited PIC Switchback	\$10.00

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EXHIBIT B

DESCRIPTION OF SERVICES

Exhibit B-1 How Service Provisioned

Onvoy, Inc. (also known as Onvoy Voice Services) ("Onvoy") will provision telecommunication services through a combination of its own facilities, facilities leased from other carriers, and resale of facilities and equipment of Incumbent Local Exchange Carriers ("ILECs") and other carriers operating in Ohio.

Exhibit B-2 Description of Proposed Services

Onvoy intends to provide facilities-based and resold local exchange telecommunications services, including basic local exchange services and various ancillary services such as custom calling features and long distance services. Onvoy may also provide competitive access services. Onvoy will comply with all applicable Commission rules, regulations and standards, and will provide safe, reliable and high-quality telecommunications services in Ohio. While Onvoy will offer traditional voice services to customers utilizing the public switched network, it may also offer services using Internet Protocol to provide voice and data applications that interact seamlessly with the traditional public switched network. Onvoy will continuously monitor and maintain a high level of control over its network on a 24-hours-a-day, 7-days-a-week basis.

Exhibit B-3 Statement about Provision of CTS Services

Onvoy does not provide CTS services on Ohio. Upon certification, Onvoy's CTS services may include interexchange (1+) and toll-free services. Onvoy may use its own switch and in some circumstances other facilities to provide such services. Onvoy may also resell long distance services.

Exhibit B-4 Description of Proposed Market Area

Ultimately, Onvoy plans to provide local exchange service in all areas in Ohio currently serviced by AT&T Ohio, Cincinnati Bell, United Telephone d/b/a Embarq, Verizon North, and Windstream. Initially, however, Onvoy will only provide service in certain exchanges in the Akron and Toledo metropolitan areas served by AT&T Ohio and Verizon North.

Onvoy plans to offer interexchange services statewide.

Exhibit B-5 Explanation of How Proposed Market Area is in Public Interest

Onvoy's proposed services in the proposed market areas will provide multiple public benefits by providing users of telecommunications services with a greater range of competitive choices. In addition, the increase in competition among carriers will create incentives for lower prices, more innovative services, and more responsive customer service. Enhanced local exchange services competition also will stimulate the demand for the services supplied by all local service carriers, including the Incumbent Carriers. Other carriers will have market incentives to improve the efficiency of their operations, and will benefit from the increased use of telecommunications services, due to the expansion of the total market for telecommunications services. Furthermore, increased competition will drive telecommunications prices down, which benefits Ohio consumers who will see concomitant reductions in their bills, which in turn will ultimately strengthen the Ohio economy.

Exhibit B-6 Description of Class of Customers Served

Onvoy's primary focus is to provide service to business and enterprise customers. Onvoy also may provide switched access services to other interexchange carriers. At this time Onvoy does not plan to provide service to residential customers.

EXHIBIT C

BUSINESS REQUIREMENTS

Exhibit C-1 Registration with Ohio Department of Taxation



**REGISTRATION
CONFIRMATION**

Taxpayer Services/
Compliance Support D.
P. O. Box 182215
Columbus, OH 43218-
Phone: 1-888-405-408.
Fax: 1-614-466-8892
TTY/TDD: 1-800-750-0
tax.ohio.gov

May 14, 2007

2988049070509

ANVOY INC
300 HIGHWAY 169 S STE 707
MINNEAPOLIS, MN 55426-1112

COPY

RE: Account Type: SELLER'S USE TAX
Account Number: 99050987
Effective Date: 4/19/2007
Filing Frequency: MONTHLY

TIN: 90

Dear Taxpayer:

Please verify that the information listed below is complete and accurate. If there are corrections and/or additions, please note them on this form and return it by mail or fax. You may also contact us by telephone or by email through our web site at tax.ohio.gov.

Legal Name:
Federal Employer Identification Number:
Social Security Number:
Ohio Charter Number:

~~ANVOY INC~~
41-1624131

Onvoy Inc

You can file and pay your sales tax return(s) electronically through the Ohio Business Gateway at www.ohiobusinessgateway.ohio.gov. Payment may be made, for either application, directly from your bank account (electronic check) or by credit card. **IF YOU CHOOSE TO ELECTRONICALLY FILE, NO PAPER RETURN IS REQUIRED.**

If you choose not to file electronically, you must file the returns that are enclosed in the booklet you will receive within the next 4 to 6 weeks.

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

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

NOTE: Every new business is required to file a Personal Property Tax return, form 920 NT, within 90 days of engaging in business. Contact your County Auditor or the Ohio Department of Taxation at 1-888-644-6778 for details. **In addition, you may be responsible for other Ohio taxes.**

RGAT0188

COPY

CERTIFICATE OF REGISTRATION
OHIO DEPARTMENT OF TAXATION
PO BOX 182215, COLUMBUS, OHIO 43218-2215

ANVOY INC
300 HIGHWAY 169 S STE 707
MINNEAPOLIS, MN 55426-1112

License Type: SELLER'S USE TAX
Account #: 99050987
Effective Date: 4/19/2007

This is to certify that the above registrant is authorized to make retail sales subject to taxes levied pursuant to Chapter 5741 of the Ohio Revised Code.

A new registration must be obtained if the business is sold or if the form of ownership changes. An ownership change includes, but is not limited to, incorporating a business, changing from a partnership to a sole proprietor, a sole proprietorship to a partnership, or any similar entity change.

Exhibit C-2 Good Standing Certificate

**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 ONVOY, INC., a Minnesota corporation, having qualified to do business within the State of Ohio on April 22, 2008 under License No. 1775119 is currently in GOOD STANDING 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: V2008125MB4D6D

Exhibit C-3 Registration of Trade Name

200813600336

DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
5/15/2008	200813600336	TRADE NAME/ORIGINAL FILING (RNO)	50.00	200.00	.00	.00	.00

Receipt

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

CT CORPORATION SYSTEM
4400 EASTON COMMONS WAY, SUITE 125
ATTN: TIMOTHY ROBERSON
COLUMBUS, OH 43219

**STATE OF OHIO
CERTIFICATE**

Ohio Secretary of State, Jennifer Brunner

1780213

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

ONVOY VOICE SERVICES

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

Document(s):

TRADE NAME/ORIGINAL FILING

Date of First Use: 05/14/2008

Expiration Date: 05/14/2013

Document No(s):

200813600336

ONVOY, INC.
300 SOUTH HIGHWAY 169,
SUITE 700
MINNEAPOLIS, MN 55426



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

Witness my hand and the seal of the
Secretary of State at Columbus, Ohio
this 14th day of May, A.D. 2008.

A handwritten signature in cursive script, appearing to read "Jennifer Brunner".

Ohio Secretary of State

EXHIBIT D

DOCUMENTATION ATTESTING TO APPLICANT'S FINANCIAL VIABILITY

Exhibit D-1 Executive Summary of Financial Condition, Liquidity, and Capital Resources

Onvoy is well-qualified financially to operate within the State of Ohio. As outlined in more detail in Exhibits D-2 and D-3, Onvoy has demonstrated that it possesses the requisite financial, technical, and managerial resources and abilities to provide all forms of resold and facilities-based local exchange and competitive telecommunications service. In addition, the management team of Onvoy has extensive experience in providing telecommunications services and has, by its successful operation in other states, demonstrated its ability to provide high-quality, reliable and reasonably-priced services.

Exhibit D-2 Financial Statements

In support of Onvoy's financial qualification, Onvoy provides financial information for its audited financial statements for its fiscal year 2007 and 2006. As shown in the attached information, Onvoy is financially qualified to operate within the State of Ohio. Please note that the financial information is confidential and is being provided subject to a Motion for Protective Order.

Exhibit D-3 Documentation to support cash and funding sources.

Please see financial information, including the Statement of Cash Flows contained in Exhibit D-2. In addition, Applicant provides the most recent financial information for its parent company, Zayo Group, LLC. Please note that the financial information is confidential and is being provided subject to a Motion for Protective Order.

EXHIBIT E

DOCUMENTATION REGARDING MANAGERIAL ABILITY AND CORPORATE STRUCTURE

Exhibit E-1 Technical and Managerial Expertise

Onvoy possesses the managerial qualifications to provide its proposed local exchange and interexchange telecommunications services in Ohio. Onvoy is a wholly owned subsidiary of Zayo Group, LLC ("Zayo"). Zayo was organized to acquire and support long-term development of fiber-based bandwidth solutions-oriented businesses and has made a number of acquisitions to further that business plan. Specifically, the Zayo has recently completed acquisitions of: (1) Memphis Network, LLC (now known as Zayo Bandwidth Tennessee, LLC) ("Zayo-TN");¹ (2) PPL Telecom, LLC (now known as Zayo Bandwidth Northeast, LLC) ("Zayo-NE") and PPL Prism, LLC (now known as Zayo Bandwidth Northeast Sub, LLC) ("Zayo-NE Sub");² (3) Indiana Fiber Works LLC (now known as Zayo Bandwidth Indiana, LLC);³ (4) Onvoy, Inc. and Minnesota Independent Equal Access Corporation (together, "Onvoy");⁴ and (5) Citynet Fiber Network, LLC (now known as Zayo Bandwidth Central, LLC) ("Zayo-Central").⁵ Zayo recently announced the acquisition of Northwest Telephone, Inc. ("NTI").⁶ Zayo has retained many of the key technical personnel of the entities it has acquired who have extensive experience in the telecommunications industry. Zayo has augmented this experience with the extensive telecommunications experience of Zayo's management. Together, the senior management of Onvoy and its highly-qualified technical staff will ensure that Onvoy's operations will meet high standards for service quality and reliability. Descriptions of the telecommunications and managerial experience of Zayo's management are provided as follows:

Dan Caruso – President and CEO of Zayo Group

Dan Caruso has 21 years of experience in the Telecommunications and Internet industries. Dan was most recently the President and CEO of ICG Communications, a major provider of telecommunications and Internet service in Colorado and Ohio. Dan is executive chairman of Envysion, a venture backed company providing Internet-based video surveillance services. Dan is chairman of VoicePipe, a provider of retail VoIP services and is on the board of NGT Communications, the leading provider of wholesale VoIP services. Since 2003, Dan has served on the board of Colorado Uplift, a charity focused on supporting Denver inner-city youths.

Dan was a founding executive member and officer of Level 3 Communications, Inc., where he was group vice president of Lines of Business and Marketing and group vice president of Network Services. Previously, Dan was a senior vice president at WorldCom and MFS Communications, where he had various responsibilities in business development, network planning, and operations. Dan began his career at Ameritech (now part of AT&T) in an executive management program.

¹ Zayo-TN is a provider of intrastate communications services in Tennessee.

² The acquisition of Zayo-NE and Zayo-NE Sub by Zayo was completed on August 24, 2007. Zayo-NE and Zayo-NE Sub provide competitive local exchange and/or interexchange services in District of Columbia, Maryland, New Jersey, New York, Pennsylvania, and Virginia.

³ The acquisition of Zayo-IN was completed on September 28, 2007. Zayo-IN provides telecommunications services or dark fiber services in Illinois, Indiana, Kentucky and Ohio.

⁴ The acquisition of Onvoy was completed on November 7, 2007. Onvoy provides competitive local exchange services in Iowa, Minnesota, North Dakota and Wisconsin and interexchange services in Iowa, Minnesota, Nebraska, North Dakota, South Dakota and Wisconsin. MIEAC provides centralized equal access services in Minnesota and North Dakota.

⁵ The acquisition of Zayo-Central was completed on February 15, 2008. Zayo-Central provides wholesale bandwidth services in Georgia, Illinois, Indiana, Kentucky, Michigan, Ohio, Pennsylvania, Tennessee, Virginia and West Virginia. Zayo Bandwidth Central (Virginia), LLC, a subsidiary of Zayo-Central, provides intrastate wholesale bandwidth services in Virginia.

⁶ NTI provide telecommunications services in Idaho, Washington, and Oregon.

Dan holds a MBA from the University of Chicago and a B.S. in Mechanical Engineering from the University of Illinois in Champaign-Urbana.

John Scarano – COO & Co-founder of Zayo Group, President of Zayo Bandwidth

John Scarano has 19 years of experience in the wireline and wireless communications industries. John was most recently EVP of Corp Development and Operations of ICG responsible for strategy, acquisitions and divestitures, business development and various other operations. John is on the board of VoicePipe and is an observer on the board of NGT.

John began with Level 3 Communications at its inception and was responsible initially for the development and build-out of Level 3's North American intercity backbone network, local networks and facilities. These were completed ahead of schedule within 33 months for \$6.2B. John then founded and led the company's Global Business Development group and had the lead role in closing more than 30 transactions valued at approximately \$1.6B.

John held various executive and staff positions in global operations and business development at MFS Communications (acquired by WorldCom) and AT&T. While at AT&T, John was responsible for the commercial delivery of the first digital air-to-ground communications system. John was an elected Town Board member in Orange County, NY, for 7 years holding the elected offices of Councilman and Deputy Supervisor.

John earned a combined degree in Business Administration and Computer Science from the State University of NY at Albany in 1987.

Ken desGarennes - CFO

Ken desGarennes has 12 years of experience in technology and communications, most recently as the CFO of Wire One Communications. Wire One, the largest international provider of videoconferencing solutions in the market, was created through the acquisition and integration of three videoconferencing properties. In addition to leading the acquisition and integration efforts, Ken was responsible for raising debt and building a world class finance organization.

Prior to joining Wire One, Ken was a Senior Director at the Gores Group, a technology focused private equity firm. While at the Gores Group, Ken led the financial due diligence and negotiations on numerous acquisitions in both the telecom and technology market. Ken started his career as a commercial banking officer with First Union Bank before moving to Accenture where he worked for 6 years in a corporate development role.

Ken received his BS in finance from the University of Maryland in College Park.

Scott Beer – Secretary and General Counsel

Scott Beer has 15 years of experience in the legal field, with an emphasis on telecommunications. He most recently worked for Level 3 Communications as VP of Carrier Relations, responsible for vendor relations covering \$1.8 billion in network expenses. Prior to Level 3's acquisition of ICG Communications, Scott was VP and General Counsel of ICG, overseeing all legal and regulatory matters for the company. Scott started with ICG as Director of Government Affairs handling all state and federal regulatory matters and providing legal support to new product development.

Before starting with ICG, Scott was in house counsel at MCI WorldCom supporting the Mass Markets Finance Department for 3 years. He began his legal career as an associate attorney for a Denver law firm, where he was a commercial litigator and represented several large communication companies.

Scott holds a Juris Doctorate from Detroit College of Law at Michigan State University. He earned his B.A. from Michigan State in Communications and Pre-law.

Matt Erickson – Product and Strategy

Matt Erickson is head of Product Management for Zayo. In his current role, Matt is responsible for P&L management, product management and product development for all of Zayo Bandwidth's products. Matt also has vendor management responsibility for all off-net circuit vendors. Matt is on Zayo's M&A team and was part of the day one executive team at Zayo. Matt is currently on the board of directors of VoicePipe, a hosted IP Centrex company.

Prior to Zayo, Matt was at ICG Communications where he was Vice President of Marketing & Product Management. Matt was a member of the senior team that successfully sold ICG to Level 3 Communications. Prior to ICG, Matt was at Level 3 Communications where he held various roles including Internet, transport and infrastructure product management and corporate strategy/development. Matt began his career at Price Waterhouse in the audit and financial advisory services groups.

Matt received his B.S. (Summa Cum Laude with Honors) in Accounting from Colorado State University.

Exhibit E-2 Officers and Directors

The officers and directors of Onvoy are as follows:

Officers:

John Scarano (President)
Scott Beer (Vice President, General Counsel & Secretary)
Ken desGarennes (Vice President & CFO)

Directors:

Dan Caruso
John Siegel
Jim Fleming
Gillis Cashman
Rob Savignol
John Downer

All officers and directors can be reached at Onvoy's parent's principal place of business:

Zayo Group, LLC
901 Front Street, Suite 200
Louisville, CO 80027

Exhibit E-3 Corporate Structure and Ownership

Onvoy, Inc. is a Minnesota corporation wholly owned by Zayo Group, LLC ("Zayo"). A copy of Onvoy's Articles of Incorporation is attached hereto. Onvoy also wholly owns Minnesota Independent Equal Access Corporation ("MIEAC").

Zayo is a Delaware limited liability company. Zayo is directly owned by Zayo Group Holdings, Inc., a Delaware corporation, which in turn is directly owned by Communications Infrastructure Investments, LLC, a Delaware limited liability company. All these entities have a principal office located at 901 Front Street, Suite 200, Louisville, Colorado 80027.

Exhibit E-4 Similar Operations in Other States

Onvoy provides similar telecommunications services in Iowa, Minnesota, Nebraska (interexchange only), North Dakota, South Dakota (interexchange only) and Wisconsin and is in the process of seeking authorization in Michigan and Indiana. MIEAC is authorized to provide centralized equal access ("CEA") in Minnesota and North Dakota. In addition, Onvoy is authorized by the Federal Communications Commission to provide interstate and international services. As explained in Exhibit E-1, affiliates of Onvoy provide telecommunications services in: District of Columbia, Georgia, Illinois, Indiana, Kentucky, Maryland, Michigan, New Jersey, New York, Ohio, Pennsylvania, Tennessee, Virginia, and West Virginia.

Exhibit E-5 Verification Records Maintained in Accordance with GAAP

Onvoy will maintain its local telephone account records separate and apart from any other account records in accordance with GAAP.

Exhibit E-6 Compliance with Affiliate Transaction Requirements

Onvoy is not affiliated to any ILEC. To the extent Onvoy become affiliated with an ILEC in the future, Onvoy agrees it will comply with all affiliate transaction requirements within the State of Ohio.

EXHIBIT F

PROPOSED INTERACTIONS WITH OTHER CARRIERS

Exhibit F-1 Rate Derivation

Onvoy will derive its rates from interconnection agreements, wholesale agreements, resale tariffs, and analysis of the costs of its own facilities.

Exhibit F-2 Explanation of Service Areas With Approved Interconnection or Resale Agreement

While Onvoy's initial service areas will be in the AT&T-Ohio service areas, Onvoy is currently negotiating a facilities-based interconnection agreement with AT&T-Ohio and Verizon North. Onvoy has requests pending and expects to have approval and ability to provide service in its target market upon or soon after receipt of authority. In the future Onvoy will negotiate interconnection agreements with United Telephone d/b/a Embarq and Cincinnati Bell.

**Exhibit F-3 Notarized Affidavit Accompanied By Bona Fide Letters Requesting Negotiation,
Proposed Timeline For Construction, Interconnection, and Offering of Service To End Users.**

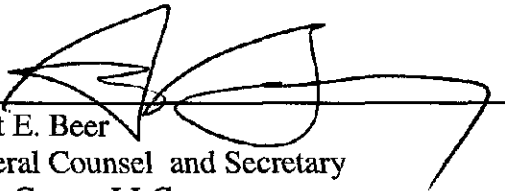
Attached please find a notarized affidavit along with letters requesting negotiation pursuant to Sections 251 and 252 of the Telecommunications Act of 1996. Affiliates of Onvoy already has facilities in the State of Ohio that Onvoy may use to provide local exchange, access and interexchange services. In addition, Onvoy expect to utilize its own switch to provide service in Ohio. Onvoy intends to provide local service within the State of Ohio within sixty (60) days of certification by this Commission, and approval it its resale/interconnection agreements.

STATE OF COLORADO
COUNTY OF BOULDER

§
§
§

AFFIDAVIT

I, Scott E. Beer, state that I am the General Counsel and Secretary of Zayo Group, LLC, the parent company of Onvoy, Inc. (together, the "Company"); that I am authorized to make this Affidavit on behalf of the Company; that Onvoy, Inc. has requested or is in the process of requesting negotiations to establish interconnection, transport and termination agreements in Ohio with AT&T-Ohio Inc., Cincinnati Bell Telephone Co., United Telephone d/b/a Embarq, and Verizon-North Inc..



Scott E. Beer
General Counsel and Secretary
Zayo Group, LLC

Sworn and subscribed before me this 25th day of April, 2008.



Notary Public

My commission expires 1/31/2012



BINGHAM

Harry N. Malone
Direct Phone: (202) 373-6705
Direct Fax: (202) 373-6439
harry.malone@bingham.com

April 23, 2008

VIA EMAIL (m41654@att.com) AND FIRST-CLASS MAIL

Director - Contract Management
AT&T Inc.
Four AT&T Plaza
311 S. Akard, 9th Floor
Dallas, Texas 75202

Re: Request by Onvoy, Inc. for Interconnection Negotiations with The Ohio
Bell Telephone Company d/b/a AT&T Ohio

Pursuant to Section 251(c)(1) of the Communications Act, as amended ("the Act"),
Onvoy, Inc. ("Onvoy"), a Minnesota corporation, hereby requests that AT&T Ohio enter
into negotiations with Onvoy for an interconnection agreement in the state of Ohio.
Specifically, Onvoy wishes to execute a new agreement based on the Multi-State
Interconnection Agreement as it pertains to Ohio. This agreement should be ISP Option
- All Traffic.

Contact information for Onvoy is:

Scott Beer
Onvoy, Inc.
901 Front Street, Suite 200
Louisville, CO 80027
Phone: (303) 381-4664
Fax: (303) 226-5923
sbeer@zayo.com

Onvoy looks forward to entering into a fair and reasonable interconnection agreement
with AT&T in accordance with the requirements of the Act. We appreciate

Boston
Hartford
Hong Kong
London
Los Angeles
New York
Orange County
San Francisco
Santa Monica
Silicon Valley
Tokyo
Walnut Creek
Washington

Bingham McCutchen LLP
2020 K Street NW
Washington, DC
20006-1806

T 202.373.6000
F 202.373.6001
bingham.com

A/72513348.1

April 23, 2008
Page 2

your prompt attention to this matter and look forward to receiving a signature-ready copy of the agreement, forwarded to my attention. If you have any questions regarding this request, please contact me.

Very truly yours,

A handwritten signature in black ink, appearing to read "Harry N. Malone", written over the typed name.

Harry N. Malone
Counsel for Onvoy, Inc.

Information Request Form

The following information must be provided and certified as correct by a duly authorized Officer, Consultant or Attorney of the business entity that will be named as the execution party in the Agreement (the "Contracting Party").

Return to:

Verizon
Contract Management
600 Hidden Ridge, HQE03D44
Irving, TX 75038
Fax 972-719-1519
contract.management@verizon.com

Date: 4/23/08

1. State(s) this IRF pertains to. In PA and VA, specify which service territories - "East" [former Bell Atlantic] and/or "West" [former GTE].

Ohio [Press F1 for list of available states]

- 1a. If requesting a document containing UNE rates in DC, select which rates to incorporate into executable document. [Press F1 for explanation]

[Select one for DC]

2. State(s) listed in #1 in which the Contracting Party has an existing contract with Verizon. For each state listed, submission of this IRF (for purposes of a new interconnection agreement) to Verizon confirms the Contracting Party is providing Termination Notice of the existing contract(s).

3. **Exact Legal Entity Name As Certified**, including d/b/a if appropriate, of the Contracting Party that will be legally bound by the document. If this differs by state, provide for each state listed in #1.

Onvoy, Inc.

- 3a. If requesting documents in Virginia, the Contracting Party's exact legal entity name as certified with the Virginia Commission [Press F1 for explanation]

4. Contracting Party's affiliate company name(s), or enter "none" if no affiliates [Press F1 for explanation].

5. Contracting Party's preferred acronym: **Onvoy**

6. Contracting Party's Legal Form (e.g., corporation, partnership, etc.) **Corporation**

7. State of Incorporation/LLC/LP: If this differs by state, please provide for each state listed in #1.

Minnesota

8. Contracting Party's principal place of business address

**901 Front Street, Suite 200
Louisville, CO 80027**

9. Contracting Party's designee to receive Legal Notice for the Contracting Party (at least one designee should be a Contracting Party Employee):

Name: **Scott Beer** Title/Firm: **General Counsel**
Street Address: **901 Front Street, Suite 200, Louisville, CO 80027**
Telephone: **(303) 381-4664** Fax: **(303) 226-5923**

Email: sbeer@zayo.com

10. Contracting Party's duly authorized Officer with **Execution Authority** to bind the Contracting Party:

Name: Scott Beer Title/Firm: General Counsel
Street Address: 901 Front Street, Suite 200, Louisville, CO 80027
Telephone: (303) 381-4664 Fax: (303) 226-5923
Email: sbeer@zayo.com

11. Contracting Party's individual/department to receive legal notice regarding **Tax Matters**:

Name: Scott Beer
Full Address: 901 Front Street, Suite 200, Louisville, CO 80027

12. Contracting Party's authorized individual/department to receive **Usage Data**:

Name: Scott Beer
Full Address: 901 Front Street, Suite 200, Louisville, CO 80027

13. The Contracting Party is a: **Select One**

Facilities-Based Providers and Resellers only, please complete the following three questions:

13a. For each state listed in #1 where Certification is **Approved**, list the state(s), certification number(s), and certification date(s) *[Press F1 for an example]*

13b. For each state listed in #1 where Certification is **Pending**, list the state(s) and date(s) certification was filed with the state regulatory authority. *[Press F1 for an example]*

13c. For each state listed in #1 where Certification has **Not Been Filed**, list the state(s). *[Note: Many states require either an approved or pending certification prior to the filing of an Interconnection Agreement.]*

Ohio

14. Contracting Party's Representative authorized to receive the **Executable Document**.

Name: Scott Beer Title/Firm: General Counsel
Street Address: 901 Front Street, Suite 200, Louisville, CO 80027
Telephone: (303) 381-4664 Fax: (303) 226-5923
Email: sbeer@zayo.com

All Items
in #14 are
Required

I (Enter Name), as (Enter Authorized Party's Title) for Onvoy, Inc., the Contracting Party, do hereby certify that the foregoing information is correct. (No Signature Required)

EXHIBIT G

PROPOSED INTERACTIONS WITH CUSTOMERS

Exhibit G-1 Explanation Of Required Payment In Advance of Receiving Dial Tone

Onvoy reserves the right to require advance payment from customers. To safeguard its interests, the Onvoy may require a Customer to make an advance payment before services are furnished, particularly where special construction is involved. The advance payment will not exceed an amount equal to the estimated nonrecurring charges for the special construction. The advance payment will be credited to the Customer's initial bill. Advance payments do not accrue interest. An advance payment may be required in addition to a deposit.

Exhibit G-2 Tariff Sheets for Services and Charges to be Paid Prior to Receiving Dial Tone

Services and associated charges to be made prior to receiving dial tone are those involving special construction and will be treated under the Applicant's Individual Case Basis (ICB) Arrangements terms.

Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer. The facilities utilized to provide these services are of a type normally used by Onvoy in furnishing its other services and shall be comparable with other Onvoy services, and its engineering and maintenance practices. The requested service or arrangement is subject to the availability of the necessary Onvoy personnel and capital resources. ICB arrangements will be reduced to writing in a customer contract.

Exhibit G-3 Sample Bill and Disconnection Notice

ABC COMPANY
ATTN: JOHN DOE
4753 SAMPLE DRIVE
ANYWHERE, MN 55400

Summary of Current Charges

Dedicated Facilities \$X,XXX.XX

Total Current Charges \$X,XXX.XX

Account Status

Billing Date	05/01/2008
Account Number	
Invoice Number	
Previous Balance	\$0.00
Finance Charge	\$0.00
Payments	\$0.00
Adjustments	\$0.00
Current Charges	\$X,XXX.XX
Amount Due	\$X,XXX.XX

DETACH AND MAIL THIS SECTION TO ONVOY

Account Statement

Billing Date	05/01/2008
Account Number	
Invoice Number	
Payment Due By	05/25/2008
Amount Due	\$X,XXX.XX

NW - 8584
PO BOX 1450
Minneapolis, MN 55485-8584

Please make your check payable to Onvoy.

☐ Check box for address or contact information changes and complete form on back

ABC COMPANY

BILLING DATE: 05/01/2008
ACCOUNT NUMBER:
INVOICE NUMBER:

Payments

Date	Description	Amount
-------------	--------------------	---------------

Total Payments

Adjustments

Date	Description	Amount
-------------	--------------------	---------------

Total Adjustments

ABC COMPANY

BILLING DATE: 05/01/2008
ACCOUNT NUMBER:
INVOICE NUMBER:

Dedicated Facilities

Date	Description	Recurring Charge	Non-Recurring Charge	Total
Circuit ID: T3/5555 Originating: Rochester, MN Terminating: Des Moines, IA				
5/02/2008 – 06/01/08	Access Coordination Fee	\$XX.XX		\$XX.XX
5/02/2008 – 06/01/08	Central Office Charge	XXX.XX		
5/02/2008 – 06/01/08	Local Access - DESM	XXXX.XX		
5/02/2008 – 06/01/08	V & H Mileage – POP IXC	XXXX.XX		
Total for T3/5825				\$X,XXX.XX

Total Recurring Charge	\$X,XXX.XX
Total Non-Recurring Charge	\$X,XXX.XX
Total for Dedicated Facilities	\$X,XXX.XX
Federal Taxes	\$0.00
State Taxes	\$0.00
Local Taxes	\$0.00
Total (including Taxes)	\$X,XXX.XX

[DATE]

«Name»
«Address1»
«Address2»
«Address3», «Address4» «Address5»

Account # «BAN»
Disconnect Notice

Dear «Name»,

Our records indicate that your account is extremely past due. We must receive payment IN FULL by [DUE DATE] to prevent disconnection of all services and placement with a collection agency.

The total past due is «Total». This includes charges for the most recent invoice. If for any reason you have a dispute with this balance, please contact Onvoy Billing Department at 952-230-2643.

Please send balance **in full** direct to our lockbox located at:

Onvoy, Inc.
N. W. 8584
P. O. Box 1450
Minneapolis, MN. 55485-8584

Sincerely,

Onvoy
Billing, Credit & Collections
952-230-2643

**THIS COMMUNICATION IS AN ATTEMPT TO COLLECT A DEBT. ANY
INFORMATION RECEIVED WILL BE USED FOR THAT PURPOSE.**

Exhibit G-4 Customer Application to Establish Residential Service

Onvoy will not initially provide residential service and therefore does not currently have a customer application. If Onvoy decides to provide residential service in the future, Onvoy will provide a sample customer application at the request of the Commission. Such customer application will comply with all rules of the Commission.

Exhibit G-5 List of Ohio ILEC Exchanges

Please see attached for the list of Ohio ILEC Exchanges that Onvoy plans to serve. Initially, Onvoy will only serve the Akron and Toledo exchanges, but plans to expand to provide service in other exchanges in the near future.

5/8/2008

**Proposed Market Area (PMA) for
CLECs Provision of Local Service**

Company Name: **Onvoy, Inc.**

Select All AT&T Ohio

dba: **Onvoy Voice Services**

Select All Telephone dba Embark

Certificate Number:

Select All Verizon North

Select All Cincinnati 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	
AT&T Ohio	ATHENS	Nelsonville	
AT&T Ohio	BELMONT	Barnesville	
AT&T Ohio	BELMONT	Bellaire	
AT&T Ohio	BELMONT	Bethesda	
AT&T Ohio	BELMONT	Martins Ferry-Bridgeport	
AT&T Ohio	BELMONT	Somerton	
AT&T Ohio	BELMONT	St. Clairsville	
AT&T Ohio	BROWN	Aberdeen	
AT&T Ohio	BROWN	Ripley	
AT&T Ohio	BUTLER	Middletown	
AT&T Ohio	BUTLER	Monroe	
AT&T Ohio	BUTLER	Trenton	
AT&T Ohio	CHAMPAIGN	Christiansburg	
AT&T Ohio	CLARK	Donnelsville	
AT&T Ohio	CLARK	Enon	
AT&T Ohio	CLARK	Medway	
AT&T Ohio	CLARK	New Carlisle	
AT&T Ohio	CLARK	North Hampton	
AT&T Ohio	CLARK	Pitchin	
AT&T Ohio	CLARK	South Charleston	
AT&T Ohio	CLARK	South Vienna	
AT&T Ohio	CLARK	Springfield	
AT&T Ohio	CLARK	Tremont City	
AT&T Ohio	COLUMBIANA	Columbiana	
AT&T Ohio	COLUMBIANA	East Liverpool	
AT&T Ohio	COLUMBIANA	East Palestine	
AT&T Ohio	COLUMBIANA	Leetonia	
AT&T Ohio	COLUMBIANA	Lisbon	
AT&T Ohio	COLUMBIANA	New Waterford	
AT&T Ohio	COLUMBIANA	Rogers	
AT&T Ohio	COLUMBIANA	Salem	
AT&T Ohio	COLUMBIANA	Salineville	
AT&T Ohio	COLUMBIANA	Wellsville	
AT&T Ohio	COSHOCTON	Conesville	
AT&T Ohio	COSHOCTON	Coshocton	
AT&T Ohio	COSHOCTON	West Lafayette	
AT&T Ohio	CUYAHOGA	Bedford	
AT&T Ohio	CUYAHOGA	Berea	
AT&T Ohio	CUYAHOGA	Brecksville	

5/8/2008

Proposed Market Area (PMA) for
CLECs Provision of Local Service

AT&T Ohio	CUYAHOGA	Chagrin Falls
AT&T Ohio	CUYAHOGA	Cleveland
AT&T Ohio	CUYAHOGA	Gates Mills
AT&T Ohio	CUYAHOGA	Hillcrest
AT&T Ohio	CUYAHOGA	Independence
AT&T Ohio	CUYAHOGA	Montrose [CUY]
AT&T Ohio	CUYAHOGA	North Royalton
AT&T Ohio	CUYAHOGA	Olmsted Falls
AT&T Ohio	CUYAHOGA	Strongsville
AT&T Ohio	CUYAHOGA	Terrace
AT&T Ohio	CUYAHOGA	Trinity
AT&T Ohio	CUYAHOGA	Victory
AT&T Ohio	ERIE	Bloomington
AT&T Ohio	ERIE	Castalia
AT&T Ohio	ERIE	Sandusky
AT&T Ohio	FAIRFIELD	Carroll
AT&T Ohio	FAIRFIELD	Lancaster
AT&T Ohio	FAIRFIELD	Rushville
AT&T Ohio	FAIRFIELD	Sugar Grove
AT&T Ohio	FAYETTE	Bloomington
AT&T Ohio	FAYETTE	Jeffersonville
AT&T Ohio	FAYETTE	Milledgeville
AT&T Ohio	FAYETTE	Washington Court House
AT&T Ohio	FRANKLIN	Alton
AT&T Ohio	FRANKLIN	Canal Winchester
AT&T Ohio	FRANKLIN	Columbus
AT&T Ohio	FRANKLIN	Dublin
AT&T Ohio	FRANKLIN	Gahanna
AT&T Ohio	FRANKLIN	Grove City
AT&T Ohio	FRANKLIN	Groveport
AT&T Ohio	FRANKLIN	Harrisburg
AT&T Ohio	FRANKLIN	Hilliard
AT&T Ohio	FRANKLIN	Lockbourne
AT&T Ohio	FRANKLIN	New Albany
AT&T Ohio	FRANKLIN	Reynoldsburg
AT&T Ohio	FRANKLIN	Westerville
AT&T Ohio	FRANKLIN	Worthington
AT&T Ohio	GALLIA	Cheshire
AT&T Ohio	GALLIA	Gallipolis
AT&T Ohio	GALLIA	Guyan
AT&T Ohio	GALLIA	Rio Grande
AT&T Ohio	GALLIA	Vinton
AT&T Ohio	GALLIA	Walnut
AT&T Ohio	GEAUGA	Burton
AT&T Ohio	GEAUGA	Chesterland
AT&T Ohio	GREENE	Beavercreek
AT&T Ohio	GREENE	Bellbrook
AT&T Ohio	GREENE	Bowersville
AT&T Ohio	GREENE	Cedarville
AT&T Ohio	GREENE	Fairborn

5/8/2008

**Proposed Market Area (PMA) for
CLECs Provision of Local Service**

AT&T Ohio	GREENE	Jamestown
AT&T Ohio	GREENE	Spring Valley
AT&T Ohio	GREENE	Xenia
AT&T Ohio	GREENE	Yellow Springs-Clifton
AT&T Ohio	HANCOCK	Findlay
AT&T Ohio	HIGHLAND	Belfast
AT&T Ohio	HIGHLAND	Danville [HIG]
AT&T Ohio	HIGHLAND	Hillsboro
AT&T Ohio	HIGHLAND	Marshall
AT&T Ohio	HIGHLAND	Rainsboro
AT&T Ohio	HIGHLAND	Sugar Tree Ridge
AT&T Ohio	HOCKING	Murray City
AT&T Ohio	JEFFERSON	Mingo Junction
AT&T Ohio	JEFFERSON	Steubenville
AT&T Ohio	JEFFERSON	Toronto
AT&T Ohio	LAKE	Leroy
AT&T Ohio	LAKE	Mentor
AT&T Ohio	LAKE	Painesville
AT&T Ohio	LAKE	Wickliffe
AT&T Ohio	LAKE	Willoughby
AT&T Ohio	LAWRENCE	Arabia
AT&T Ohio	LAWRENCE	Ironton
AT&T Ohio	LUCAS	Holland
AT&T Ohio	LUCAS	Maumee
AT&T Ohio	LUCAS	Toledo
AT&T Ohio	LUCAS	Whitehouse
AT&T Ohio	MADISON	London
AT&T Ohio	MADISON	Sedalia
AT&T Ohio	MADISON	South Solon
AT&T Ohio	MADISON	West Jefferson
AT&T Ohio	MAHONING	Canfield
AT&T Ohio	MAHONING	Lowellville
AT&T Ohio	MAHONING	North Jackson
AT&T Ohio	MAHONING	North Lima
AT&T Ohio	MAHONING	Sebring
AT&T Ohio	MAHONING	Youngstown
AT&T Ohio	MIAMI	Fletcher-Lena
AT&T Ohio	MIAMI	Piqua
AT&T Ohio	MONROE	Beallsville
AT&T Ohio	MONROE	Clarrington
AT&T Ohio	MONROE	Duffy
AT&T Ohio	MONROE	Graysville
AT&T Ohio	MONROE	Lewisville
AT&T Ohio	MONROE	Woodfield
AT&T Ohio	MONTGOMERY	Centerville [MOT]
AT&T Ohio	MONTGOMERY	Dayton
AT&T Ohio	MONTGOMERY	Miamisburg-W. Carrollton
AT&T Ohio	MONTGOMERY	Vandalia
AT&T Ohio	MUSKINGUM	Dresden
AT&T Ohio	MUSKINGUM	Fultonham

X
X
X

5/8/2008

Proposed Market Area (PMA) for
CLECs Provision of Local Service

AT&T Ohio	MUSKINGUM	Norwich
AT&T Ohio	MUSKINGUM	Philo
AT&T Ohio	MUSKINGUM	Zanesville
AT&T Ohio	PERRY	Corning
AT&T Ohio	PERRY	Glenford
AT&T Ohio	PERRY	New Lexington
AT&T Ohio	PERRY	Roseville
AT&T Ohio	PERRY	Shawnee
AT&T Ohio	PERRY	Somerset
AT&T Ohio	PERRY	Thornville
AT&T Ohio	PICKAWAY	New Holland
AT&T Ohio	PORTAGE	Atwater
AT&T Ohio	PORTAGE	Kent
AT&T Ohio	PORTAGE	Mantua
AT&T Ohio	PORTAGE	Mogadore
AT&T Ohio	PORTAGE	Ravenna
AT&T Ohio	PORTAGE	Rootstown
AT&T Ohio	SANDUSKY	Fremont
AT&T Ohio	SANDUSKY	Lindsey
AT&T Ohio	SENECA	Fostoria
AT&T Ohio	SENECA	New Riegel
AT&T Ohio	SENECA	Tiffin
AT&T Ohio	STARK	Alliance
AT&T Ohio	STARK	Canal Fulton
AT&T Ohio	STARK	Canton
AT&T Ohio	STARK	Hartville
AT&T Ohio	STARK	Louisville
AT&T Ohio	STARK	Magnolia-Waynesburg
AT&T Ohio	STARK	Marlboro
AT&T Ohio	STARK	Massillon
AT&T Ohio	STARK	Navarre
AT&T Ohio	STARK	North Canton
AT&T Ohio	STARK	Uniontown
AT&T Ohio	SUMMIT	Akron
AT&T Ohio	SUMMIT	Greensburg
AT&T Ohio	SUMMIT	Manchester [SUM]
AT&T Ohio	TRUMBULL	Girard
AT&T Ohio	TRUMBULL	Hubbard
AT&T Ohio	TRUMBULL	Kirtland
AT&T Ohio	TRUMBULL	Niles
AT&T Ohio	TRUMBULL	Sharon
AT&T Ohio	TUSCARAWAS	Gnadenhutzen
AT&T Ohio	TUSCARAWAS	Newcomerstown
AT&T Ohio	TUSCARAWAS	Uhrichsville
AT&T Ohio	WARREN	Franklin
AT&T Ohio	WASHINGTON	Belpre
AT&T Ohio	WASHINGTON	Marietta
AT&T Ohio	WASHINGTON	New Matamoras
AT&T Ohio	WASHINGTON	Newport
AT&T Ohio	WAYNE	Dalton

X
X

5/8/2008

Proposed Market Area (PMA) for
CLECs Provision of Local Service

AT&T Ohio	WOOD	Perrysburg	X
AT&T Ohio	WYANDOT	Upper Sandusky	
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	

5/8/2008

Proposed Market Area (PMA) for
CLECs Provision of Local Service

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

5/8/2008

**Proposed Market Area (PMA) for
CLECs Provision of Local Service**

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	Rossburg
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

5/8/2008

Proposed Market Area (PMA) for
CLECs Provision of Local Service

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	Frazeytsburg
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

5/8/2008

Proposed Market Area (PMA) for
CLECs Provision of Local Service

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

5/8/2008

Proposed Market Area (PMA) for
CLECs Provision of Local Service

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

5/8/2008

Proposed Market Area (PMA) for
CLECs Provision of Local Service

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

5/8/2008

Proposed Market Area (PMA) for
CLECs Provision of Local Service

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

X

5/8/2008

**Proposed Market Area (PMA) for
CLECs Provision of Local Service**

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

5/8/2008

Proposed Market Area (PMA) for
CLECs Provision of Local Service

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

5/8/2008

Proposed Market Area (PMA) for
CLECs Provision of Local Service

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	Austintown
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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Exhibit G-6 Mirroring Statement

Onvoy will mirror the entire ILEC exchanges for both serving area and local calling areas.