



August 8, 2008

Via Overnight E-Filing DIS

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Renée Jenkins, Secretary of Commission
Public Utilities Commission of Ohio
180 East Broad Street
Columbus, Ohio 43266-0573

RE: Final Tariff Pages for Initial Carrier-to-Carrier Tariff for Cavalier Networks, LLC - PUCO Tariff No. 2 - 90-9115-TP-TRF / Case No. 08-871-TP-ATA

Dear Ms. Jenkins:

Enclosed for filing please find the *final* pages to the initial Carrier-to-Carrier Tariff submitted on behalf of Cavalier Networks, LLC as approved in the above referenced Case Number. This filing is dated with an effective date of August 8, 2008.

Questions regarding this filing may be directed to my attention at (407) 740-3031 or via e-mail at sthomas@tminc.com. Please acknowledge receipt of this filing by date stamping the extra copy of this cover letter and returning it to me in the self-addressed, stamped envelope provided for this purpose. Thank you for your assistance.

Sincerely,

Sharon Thomas
Consultant to Cavalier Networks, LLC

ST/im.

Enclosures

cc: Office of Ohio Utilities Consumer Counsel
M. Ring, Cavalier
File: Cavalier – OH Local
TMS: OHL0802B

CARRIER-TO-CARRIER SERVICES

RATES, TERMS AND CONDITIONS
RELATING TO THE PROVISION OF
CARRIER-TO-CARRIER SERVICES
IN THE STATE OF OHIO
BY
CAVALIER NETWORKS, LLC

90-9115-TP-TRF

This Tariff contains the descriptions, regulations and rates applicable to the furnishing of services and facilities for telecommunications services provided by Cavalier Networks, LLC, with principal offices at 2134 W. Laburnum Avenue, Richmond, VA 23227. This tariff applies for services or facilities furnished within the state of Ohio. This tariff is on file with the Ohio Public Utilities Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

Issued: July 8, 2008

By:

Case # 08-871-TP-ATA

Effective: August 8, 2008
Francie McComb, Senior Vice President – Law & Public Policy
2134 W. Laburnum
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CARRIER-TO-CARRIER SERVICES

CHECK SHEET

The Page and pages listed below are inclusive and effective as of the date shown. Original and revised pages as named below contain all changes from the original tariff that are in effect on the date shown on each page.

<u>Sheet No.</u>	<u>Level</u>		<u>Sheet No.</u>	<u>Level</u>
1	Original	*		
2	Original	*		
3	Original	*		
4	Original	*		
5	Original	*		
6	Original	*		
7	Original	*		
8	Original	*		
9	Original	*		
10	Original	*		
11	Original	*		
11.1	Original	*		
12	Original	*		
13	Original	*		
14	Original	*		
15	Original	*		
16	Original	*		
17	Original	*		
18	Original	*		
19	Original	*		
20	Original	*		
20.1	Original	*		
21	Original	*		
22	Original	*		
23	Original	*		

** Indicates Tariff Pages Included with this Filing.*

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SYMBOLS

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

- (D) - To signify discontinued material, including a listing, rate, rule or condition.
- (I) - To signify an increase in rates or charges.
- (N) - To signify new material, including a listing, rate, rule or condition.
- (R) - To signify a reduction in rates or charges.
- (T) - To signify a change in the wording of the text, but no change in rate, rule or condition.

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TARIFF FORMAT

- A. Sheet Numbering - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Consult the Check Sheet for the sheet currently in effect.
- C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a).
 - 2.1.1.A.1.(a).I.
 - 2.1.1.A.1.(a).I.(i).
 - 2.1.1.A.1.(a).I.(i).(1).
- D. Check Sheets - When a tariff filing is made with the PUC of Ohio, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some sheets.)

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CARRIER-TO-CARRIER SERVICES

APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of wholesale local exchange access and interexchange services by Cavalier Networks, LLC, hereinafter referred to as the Company, to Customers within the State of Ohio. These wholesale services are available only to other carriers certified by the Public Utilities Commission of Ohio to provide telecommunications services within the State.

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CARRIER-TO-CARRIER SERVICES

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement which connects the Customer's location to a Company switching center or point of presence.

Account Codes - Optional, Customer-defined digits that allow the Customer to identify the individual user, department or client associated with a call. Account Codes appear on the Customer bill.

Authorized User - A person, firm, corporation, or any other entity authorized by the Customer to communicate utilizing the Company's service.

Business - A class of service provided to individuals engaged in business, firms, partnerships, corporations, agencies, shops, works, tenants of office buildings, and individuals practicing a profession or operating a business who have no offices other than their residences and where the use of the service is primarily or substantially of a business, professional or occupational nature.

Cavalier - Used throughout this tariff to mean Cavalier Networks, LLC, unless clearly indicated otherwise by the text.

Class of Service - A description of telephone service furnished a Customer.

Commission - Public Utilities Commission of Ohio.

Company or Carrier - Cavalier Networks, LLC, unless otherwise clearly indicated by the context.

Customer - The telecommunications carrier which orders, cancels, amends or uses service and is responsible for payment of charges and compliance with the Company's tariff.

Equal Access - The ability of a long distance carrier to serve Customers on a presubscribed basis rather than through the use of dial access codes.

Exchange - A central office or group of central offices, together with the Customer's stations and lines connected thereto, forming a local system which furnishes means of telephonic intercommunication without toll charges between Customers within a specified area, usually a single city, town or village.

Extended Area Service - A type of service where Customers of a given exchange may complete calls to and, where provided by the tariff, receive messages from one or more exchanges without the application of long distance message telecommunications charges.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, (Cont'd.)

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

LEC - Local Exchange Company

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

On-Net - Customers or locations within the Company's collocation footprint where the Company provides local service using its own switching facilities or switching facilities leased from a third-party other than AT&T (fka SBC).

Premises - A building or buildings on contiguous property.

P.U.C.O. - Public Utilities Commission of Ohio.

Special Construction - Service configurations specifically designed and constructed at a Customer's request.

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CARRIER-TO-CARRIER SERVICES

SECTION 2 - RULES AND REGULATIONS**2.1 Undertaking of the Company**

- 2.1.1 The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission originating from points within the State of Ohio and terminating to points within the State of Ohio.
- 2.1.2 The Company installs, operates, and maintains the communications services provided herein in accordance with the terms and conditions set forth under this tariff. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Customer, to allow connection of a Customer's location to the Company network. The Customer shall be responsible for all charges due for such service arrangement.
- 2.1.3 When services and facilities provided by the Company are used to obtain access to the regulated or unregulated services provided by another Company, or are used by another Company as a part of the regulated or unregulated services offered by that Company, the regulations of the Company apply only to the use of the Company's services and facilities.
- 2.1.4 The Company may offer various unregulated services in conjunction with or ancillary to its regulated services.
- 2.1.5 The Company may serve Customers in the State of Ohio through the use of its own facilities or through the resale of services of other telecommunications service providers.
- 2.1.6 The provision of services defined herein is subject to regulations specified in this tariff and may be revised, added to, or supplemented by superseding issues.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**2.2 Limitations**

- 2.2.1 Service is offered subject to the availability of the necessary facilities and equipment and subject to the provisions of this tariff. The furnishing of service under this tariff or an applicable contract is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.
- 2.2.2 Customers and users may use services and facilities provided under this tariff or an applicable contract to obtain access to services offered by other companies. The Company is responsible for the services and facilities provided under this tariff or an applicable contract, and it assumes no responsibility for any service (whether regulated or not) provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own Customers.
- 2.2.3 Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions for service.
- 2.2.4 In view of the fact that the Customer has exclusive control of his communications over the facilities furnished him by the Company, and of the other uses for which facilities may be furnished him by the Company, and because unavoidable errors incidental to services and use of such facilities of the Company may occur, the services and facilities furnished by the Company are subject to the terms, conditions and limitations herein specified.
- 2.2.5 Accessories which aid a Customer's convenience in his use of the services provided by the Company which are not furnished under this tariff, are permissible provided any such accessory so used would not endanger the safety of Company employees or the public; damage, require change in or alteration of, or involve direct electrical connection to the equipment or other facilities of the Company, or interfere with the proper functioning of such equipment or facilities; or impair the operation of the telecommunications system or otherwise injure the public in its use of the Company's services.
- 2.2.6 The Company reserves the right to limit the length of communication when necessary because of a shortage of facilities caused by emergency conditions.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**2.2 Limitations, (Cont'd.)**

- 2.2.7 The service is furnished subject to the condition that it will not be used for any unlawful purpose. Service will be discontinued if any law enforcement agency, acting within its apparent jurisdiction, advises in writing that such service is being used in violation of the law. The Company will refuse to furnish service when it has reasonable grounds to believe that such service will be used in violation of the law.

2.3 Liabilities of Company

- 2.3.1 The Company's liability for damages arising from any failure of service shall not exceed an amount equivalent to the proportionate charge to the Customer for the period during which the failure occurs.
- 2.3.2 The Company shall not be liable for any claim or loss not directly caused by negligence of the Company.
- 2.3.3 The Company is not liable for any act or omission of any other Company or companies furnishing a portion of the facilities, equipment or services used in connection with the services provided by the Company.
- 2.3.4 The Company shall not be liable for the use or abuse of a Customer's service by any party including, but not limited to, the Customer's employees or members of the public. "Use or abuse" includes, but is not limited to, any calls placed by means of a PBX re-origination or other legal or illegal equipment, service or device. The Company shall not be liable for any action, such as blocking or refusal to accept certain calls, that it deems necessary to take in order to prevent unlawful use of its services. Compensation for any injury the Customer may suffer due to the fault of parties other than the Company must be sought from such other parties.
- 2.3.5 The Company shall not be liable for any personal injury, or death of any person or persons, and for any loss or damage sustained by reason of acts, mistakes, omissions, errors or defects in providing its services, whatever shall be the cause and whether negligent or otherwise.
- 2.3.6 Inclusion of early termination liability by the Company in its tariff or a contract does not constitute a determination by the Commission that the termination liability imposed by the Company is approved or sanctioned by the Commission. Customers shall be free to pursue whatever legal remedies they may have should a dispute arises.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**2.3 Liabilities of Company, (Cont'd.)**

- 2.3.7 The liability of the Company for service irregularities shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the service for the period during which the service irregularity exists. Service irregularities are defined as mistakes, omissions, interruptions, delays, errors, or defects in transmission, or failure of or defects in the service and/or facilities furnished by the Company which occur in the course of furnishing service or facilities and are not caused by the negligence of the Customer or the negligence of the Company in failing to maintain proper standards of maintenance or operation, or to exercise reasonable supervision.
- 2.3.8 The Company shall not be liable for any failure of performance due to causes beyond its control, including, without being limited to, acts of God, fires, floods or other catastrophes, national emergencies, insurrections, riots or wars, strikes, lockouts, work stoppage or other labor difficulties, acts or omissions of other carriers, and any law, order, regulation or other action of any governing authority or agency thereof.
- 2.3.9 The Company shall be indemnified and held harmless by the Customer against the following:
- A. Claims for slander, libel or infringement of copyright arising out of the materials, data, information or other content transmitted over the Company's facilities.
 - B. All other claims arising out of any act or omission of the Customer in connection with any service or facility provided by the Company.
- 2.3.10 Approval of the limitation of liability language by the PUCO does not constitute a determination by the Commission that the limitation of liability imposed by the Company should be upheld in a court of law. Approval by the Commission merely recognizes that since it is a court's responsibility to adjudicate negligence and consequent damage claims, it is also the court's responsibility to determine the validity of the exculpatory clause.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**2.4 RESERVED FOR FUTURE USE.****2.5 Terminal Equipment**

The Company's service may be used with or terminated in Customer-provided terminal equipment or Customer-provided communications systems, such as a telephone set, key system or private branch exchange (PBX). Such terminal equipment shall be furnished and maintained at the expense of the Customer, except as otherwise provided. The Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry as endorsed by the Federal Communications Commission.

2.6 Installation

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

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**2.7 Payment for Service****2.7.1 Billing and Collection of Charges**

- A. The Customer is responsible for payment of all charges for services and equipment furnished to the Customer or to an authorized user of the Customer by the Company. All charges due from the Customer are payable to the Company or to the Company's authorized billing agent. Terms of payment shall be according to the rules and regulations of regulatory agencies, including the Commission. Any objections to billed charges must be reported to the Company or its billing agent within sixty days after receipt of bill. Contested charges will be handled in accordance with the appropriate Commission rules. Adjustments to Customer's bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.
- B. Monthly invoices sent to the Customer are due nineteen (19) days from the date of the postmark on the bill. If the bill is not paid by the due date, it becomes past due and the account may be subject to disconnection. All amounts owed after the due date are subject to late payment penalty charges of 1.5% per month. The late payment fee will not be assessed on unpaid penalty charges and any payment received shall first be applied to any bill for services rendered.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.7 Payment for Service, (Cont'd.)

2.7.10 Billing and Collection of Charges, (Cont'd.)

- C. The Customer should notify the Company of any disputed items on an invoice within thirty (30) days of receipt of the invoice. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Public Utilities Commission of Ohio in accordance with the Commission's rules of procedure. The address of the Commission is as follows:

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

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.8 Deposits

The amount and terms of any deposits required by the Company for the carrier-to-carrier services provided pursuant to this tariff will be set forth in the customer-specific contract.

2.9 Cancellation by Customer

No charge applies when the applicant cancels an application for service prior to the start of installation or special construction. When an applicant cancels an application for service after the start of installation or special construction, the applicant may be required to pay a cancellation fee, pursuant to the terms of their contract with the Company.

Pursuant to Section 4905.16 of the Ohio Revised Code, when and as required by the Commission, the Company will file such contracts with the Commission.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**2.10 Interconnection**

Service furnished by the Company may be connected with the services or facilities of other carriers. Such service or facilities, if used, are provided under the terms, rates and conditions of the other carrier. The Customer is responsible for all charges billed by other carriers for use in connection with the Company's service.

2.11 Refusal or Discontinuance by Company

The Company may refuse or discontinue service in the following circumstances. Unless otherwise stated, the Customer will be given ten (10) days' written notice and allowed a reasonable time to comply with any rule or to remedy any deficiency. All notices given shall comply with the Commission rules.

2.11.1 For non-compliance with and/or violation of any State or municipal law, ordinance or regulation pertaining to telephone service.

2.11.2 For the use of telephone service for any other property or purpose other than that described in the application.

2.11.3 For failure or refusal to provide the Company with a deposit to insure payment of bills in accordance with the Company's regulations or failure to meet the Company's credit requirements.

2.11.4 For neglect or refusal to provide reasonable access to the Company for the purpose of inspection and maintenance of equipment owned by the Company. Such action shall be taken only when corrective action negotiated between the Company and the Customer has failed to resolve the situation.

2.11.5 For non-compliance with and/or violation of the Commission regulations or the Company's rules and regulations on file with the Commission.

2.11.6 In the event of tampering with the equipment furnished and owned by the Company.

2.11.7 In the event of Customer use of equipment in such a manner as to adversely affect the Company's service to others. Such discontinuance of service may be made without notice if a dangerous condition relating to Company service exists which could subject any person to imminent harm or result in substantial damage to the property of the Company or others. In such case, the Company shall notify the Customer immediately in writing and, if possible, orally of the reasons for the termination or refusal.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**2.11 Refusal or Discontinuance by Company, (Cont'd.)**

2.11.8 In the event of unauthorized or fraudulent use of service. The Company may terminate service if it has evidence that such Customer has obtained unauthorized service by illegal use or theft. Whenever service is discontinued for fraudulent use of service, the Company may, before restoring service, require the Customer to make, at his own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.

2.11.9 For failure of the Customer to make proper application for service. A Customer who has complied with Commission regulations shall not be denied service for failure to comply with the Company's rules which have not been made effective in the manner prescribed by the Commission.

2.11.10 For Customer's breach of the contract for service between the Company and the Customer.

2.11.11 When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.

2.11.12 The Company reserves the right to discontinue furnishing service or to limit the use of service when necessary due to conditions beyond its control or when the Customer is using service in violation of the law or provisions of this tariff.

2.11.13 The Company, with written notification giving reason, may either suspend service or terminate the Customer's service without suspension or following a suspension of service, disconnect the service and remove any of its equipment from the Customer's premises upon:

- A. Impersonation of another with fraudulent intent.
- B. Nonpayment of any sum due the Company, as set forth in 2.11.14, 2.11.15, and 2.11.16 below.
- C. Abuse or fraudulent use of service.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**2.12 Inspection, Testing, and Adjustment**

Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for tests and adjustments as may be deemed necessary by the Company for maintenance. No interruption allowance will be granted for the time during which such tests and adjustments are made when the interruption is less than twenty-four consecutive hours.

2.13 Tests, Pilots, Promotional Campaigns and Contests

The Company may from time to time engage in special promotions of limited duration of its services offerings designed to attract new Customers or to increase existing Customer awareness of a particular tariff offering. Waiver of any charges other than a nonrecurring charge shall be limited to 90 calendar days on a per Customer basis during a 12-month period. Requests for promotional offerings will be presented to the Commission for its review in accordance with Commission Rules.

2.14 Interruption of Service

Interruptions of service and trouble reports are subject to the general liability provisions set forth in Section 2.3 herein and the provisions of the Commission.

2.15 Terms and Conditions

2.15.1 Service is provided on the basis of a minimum period of at least one month unless specified otherwise in this tariff. For the purpose of computing charges in this tariff or an applicable contract, a month is considered to have 30 days.

2.15.2 Customers may be required to enter into written service agreements which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff or an applicable contract. The Customer will also be required to execute any other documents as may be reasonably requested by the Company.

2.15.3 At the expiration of the initial term specified in each service agreement, or in any extension thereof, service shall continue on a month-to-month basis at the then current rates unless terminated by either party. Any termination shall not relieve the Customer of the obligation to pay any charges incurred under the service order and this tariff or an applicable contract prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service agreement shall survive such termination.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**2.16 Non-Routine Installation**

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

2.17 Special Construction And Special Arrangements

2.17.1 Subject to the agreement of the Company and to all of the regulations contained in this tariff or any applicable contract, special construction and special arrangements may be undertaken on a reasonable effort basis at the request of the Customer. Special arrangements include any service or facility relating to a regulated telecommunications service not otherwise specified under this tariff or any applicable contract, or for the provision of service on an expedited basis or in some other manner different from the normal tariff or contract conditions. Special construction is that construction undertaken:

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

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Effective:

August 8, 2008

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CARRIER-TO-CARRIER SERVICES

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**2.17 Special Construction And Special Arrangements, (Cont'd.)**

2.17.2 Basis for Charges - Where the Company furnishes a facility on special construction basis, or any service for which a rate or charge is not specified in this tariff, charges will be based on the costs incurred by the Company and may include the following: (i) non-recurring type charges, (ii) recurring type charges, (iii) termination liabilities or (iv) combinations thereof. The agreement for special construction will ordinarily include a minimum service commitment based upon the estimated service of the facilities provided.

2.17.3 Basis for Cost Computation - The costs referred to in Section 2.17.2 preceding may include one or more of the following items to the extent they are applicable:

- A. Nonrecurring charges will be developed based upon the installed cost of the facilities to be provided including estimated costs for the rearrangements of existing facilities. Costs include: (i) equipment and materials provided or used, (ii) engineering, labor and supervision, (iii) transportation, (iv) rights of way and (v) any other item chargeable to the capital account.
- B. Monthly Recurring charges will be based upon the following costs: (i) cost of maintenance, (ii) 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, (iii) administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items, (iv) any other identifiable costs related to the facilities provided and (v) an amount for return and contingencies.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**2.17 Special Construction And Special Arrangements, (Cont'd.)**

2.17.4 Termination Liability - 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 the Customer. The Customer will be notified of the termination liability provisions prior to installation.

- A. The maximum termination liability is equal to the total cost of the special facility as determined under Section 2.17.3, preceding, adjusted to reflect the predetermined estimated net salvage, including any reuse of the facilities provided.
- B. The maximum termination liability as determined in paragraph a) shall be divided by the original term of service contracted for by the Customer (rounded up to the next whole number of months) to determine the monthly liability. The Customer's termination liability shall be equal to this monthly amount multiplied by the remaining unexpired term of service (rounded up to the next whole number of months), discounted to present value at six (6) percent, plus applicable taxes.

Inclusion of early termination liability by the Company in its tariff or contract does not constitute a determination by the Public Utilities Commission of Ohio (PUCO) that the termination liability imposed by the Company is approved or sanctioned by the PUCO. Customers shall be free to pursue whatever legal remedies they may have, should a dispute arise.

2.17.5 Maintenance Charge - A maintenance charge shall apply when a user requests the dispatch of the Company's personnel for the purpose of performing maintenance activity on the Company's facilities and the trouble condition is found to result from equipment, facilities, or systems not provided by the Company.

2.18 RESERVED FOR FUTURE USE

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**2.19 Resale and Sharing**

**SECTION 2.19 IS AVAILABLE ONLY TO CARRIERS WHICH ARE CERTIFIED BY THE
PUBLIC UTILITY COMMISSION OF OHIO TO PROVIDE INTRASTATE
TELECOMMUNICATION SERVICES**

There are no prohibitions or limitations on the resale of services. Any service provided under this tariff may be resold to or shared with other persons at the option of Customer, subject to compliance with any applicable laws of the Public Utilities Commission of Ohio regulations governing such resale or sharing. The Customer remains solely responsible for all use of services ordered by it or billed to its telephone number(s) pursuant to this tariff, for determining who is authorized to use its services, and for notifying the Company of any unauthorized use.

Services offered by the Company are available only under contract. Pursuant to Section 4905.16 of the Ohio Revised Code, when and as required by the Commission, the Company will file such contracts with the Commission.

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SECTION 3.0 - SERVICE AREAS

3.1 Service Areas

The Company provides Services, subject to availability of facilities and equipment, throughout the state of Ohio.

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SECTION 4 - WHOLESALE SERVICE OFFERINGS

4.1 Dark Fiber

The Company provides dark fiber transport facilities to other telecommunications carriers pursuant to Individual Case Basis Arrangements described in Section 5.1. Pursuant to Section 4905.16 of the Ohio Revised Code, when and as required by the Commission, contracts executed under these arrangements will be filed with the Commission.

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SECTION 5 – INDIVIDUAL CASE BASIS ARRANGEMENTS**5.1 Individual Case Basis Arrangements**

Arrangements will be developed on a case-by-case basis in response to a bona fide special request from a Customer or prospective Customer to develop a competitive bid for a service not generally available under this tariff. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis. Pursuant to Section 4905.16 of the Ohio Revised Code, when and as required by the Commission, contracts executed under these arrangements will be filed with the Commission.

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This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

8/8/2008 2:06:47 PM

in

Case No(s). 08-0871-TP-ATA

Summary: Amended Application - Compliance Filing of Final Tariff Pages in Case # 08-871-TP-ATA electronically filed by Ms. Iris D. Mennens on behalf of Cavalier Networks, LLC