

FILE

BCE Nexxia
A Bell Canada Company

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22 April 2009

PUCO

Cheryl Williams
Utilities Specialist
Telecommunications Division
Public Utilities Commission of Ohio
180 East Broad Street
Columbus, Ohio
43215-3793

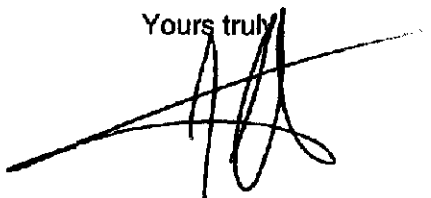
09-322-TP-ATA
90-6162-CT-TRF

Jeffrey Smith
Manager -
Regulatory Affairs
Bell Canada and
BCE Nexxia Corp.

Subject: Refiling of Detariffing Documents

1. As a result of our discussion, find attached a replacement of Exhibit B of BCE Nexxia Corporations detariffing application of 6 April 2009. Also find attached a customer notice affidavit to replace the one, in the above mentioned filing package.
2. We sincerely apologize for any inconvenience this may have caused. Should you have any questions about the information provided herein please do not hesitate to contact the undersigned at the coordinates provided.

Yours truly



Attachments

*** End of Document ***

Bell Canada/BCE Nexxia Corp.
160 Elgin St., 19th Floor
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CUSTOMER NOTICE AFFIDAVIT

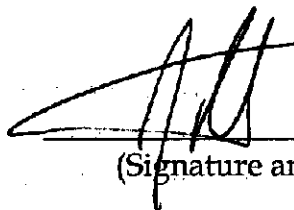
PROVINCE OF: ONTARIO

CITY OF: OTTAWA

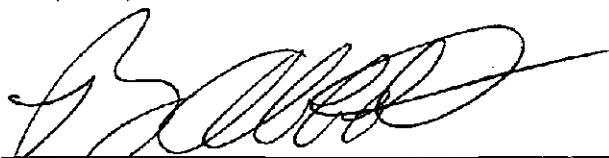
AFFIDAVIT

I Jeffrey Smith am an authorized agent of the applicant corporation, BCE Nexxia Corporation, and am authorized to make this statement on its behalf. I attest that customer notices accompanying this affidavit were sent to affected customers through customers bills on from March 6th till April 6th 2009 in accordance with Rule 4901:1-6-16, Ohio Administrative Code. I declare under penalty of perjury that the foregoing is true and correct.

Executed on 22 APRIL 2009, OTTAWA, ONTARIO, CANADA
(Date) (Location)


(Signature and Title) MANAGER - REG. AFFAIRS April 22/2009
(Date)

Subscribed and sworn to before me this 22 APRIL 2009
(Date)



Notary Public
My Commission Expires: INDEFINITE

TITLE PAGE

BCE NEXXIA CORPORATION

**REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES
APPLYING TO INTEREXCHANGE COMMUNICATIONS SERVICES THROUGHOUT
THE STATE OF OHIO**

All telephone companies are subject to the commission's rules for minimum telephone service standards (MTSS) found in chapter 4901:1-5 of the Administrative Code. Customers have certain rights and responsibilities under the Minimum Telephone Service Standards. These safeguards can be found in the Appendix to Ohio Adm. Code 4901:1-5-03, which is entitled "Telephone Customer Rights and Responsibilities". These rights and responsibilities include complaint handling, ordering or changing service, service repair, payment of bills, and disconnection and reconnection of service.

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Issued under authority of the Public Utilities Commission of Ohio,
dated April 22, 2009, in Case No. 09-322-TP-111.

Issued by: Mirko Bibic
Vice President – Regulatory Matters
BCE Nexxia Corporation
160 Elgin Street
Floor 19
Ottawa, Ontario CANADA, K2P 2C4

CHECK SHEET

The Title Page and pages listed below of this Tariff are effective as of the date shown. Revised pages contain all changes from the original Tariff that are in effect as of the date indicated.

<u>Page No.</u>	<u>Number of Revision</u>		<u>Page No.</u>	<u>Number of Revision</u>	
Title Page	1st Revised	*	31	Original	
1	1st Revised	*	32	Original	
2	1st Revised	*	33	Original	
3	Original		34	Original	
4	Original		35	Original	
5	Original		36	Original	
6	Original		37	Original	
7	Original		38	Original	
8	Original		39	Original	
9	Original		40	Original	
10	Original		41	Original	
11	Original		42	Original	
12	Original		43	Original	
13	Original		44	Original	
14	Original		45	Original	
15	Original		46	Original	
16	Original		47	1st Revised	*
17	Original		48	1st Revised	*
18	Original		49	1st Revised	*
19	Original		50	1st Revised	*
20	Original		51	1st Revised	*
21	Original		52	1st Revised	*
22	Original		53	1st Revised	*
23	1st Revised	*	54	Original	
24	Original		55	Original	
25	Original		56	1st Revised	*
26	Original		57	1st Revised	*
27	Original		58	1st Revised	*
28	Original		59	1st Revised	*
29	Original		60	1st Revised	*
30	Original				

* New or Revised Page.

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Issued by: **Mirko Bibic**
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PRELIMINARY STATEMENT

This Tariff sets forth rates and rules of BCE Nexxia Corporation ("BCE" or the "Company") applicable to its provision of facilities-based interexchange service within the State of Ohio.

This Tariff sets forth the service offerings, rates, terms and conditions that apply to interexchange telecommunications service provided by Company to business customers within the State of Ohio. This Tariff applies only for use of services provided by Company for communications between points within the State of Ohio, including use of Company's network to complete an end-to-end intrastate communication.

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

APPLICABILITY

This Tariff applies to interexchange telephone service between points in Ohio. Such service is provided 24 hours per day, seven days per week. Service is offered using the facilities of the Company and its underlying facilities-based carriers. Service is provided subject to the availability and economic feasibility of necessary service, equipment and facilities.

AVAILABILITY

The Company offers this service in the service areas in which it has been certified by the Ohio Public Utilities Commission and in which the Company has available required network facilities or is able to lease required network facilities to enable the offering of long distance service. Only Customers which have also subscribed to Company's interstate and international services pursuant to an agreement with the Company are eligible to apply for the service offerings contained in this Tariff. Interstate and international services are subject to the jurisdiction of the Federal Communications Commission ("FCC").

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Issued by: Martine Turcotte
Secretary
BCE Nexxia Corporation
1000 de la Gauchetiere O
Floor 41
Montreal, Canada H3B 58H

EXPLANATION OF SYMBOLS

- (C) To signify a changed regulation.
- (D) To signify discontinued material, including listing, rate, rule or condition.
- (I) To signify an increase in a rate.
- (M) To signify material relocated from or to another part of Tariff schedule with no change in text, rate, rule, or condition.
- (N) To signify new material including listing, rate, rule or condition.
- (R) To signify reduction.
- (T) To signify change in wording of text but no change in rate, rule or condition.

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 point is added. For example, a new Page added between Pages 14 and 15 would be 14.1.
- B. **Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current Page version on file with the Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14. Because of various suspension periods, deferrals, etc. the Commission follows in their Tariff approval process, the most current Page number on file with the Commission is not always the Tariff page in effect.

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TARIFF FORMAT (Cont'd)

- C. Paragraph Numbering Sequence - There are six levels of paragraph coding. Each level is subservient to its next higher level:
- 1.
 - 1.1
 - 1.1.1
 - 1.1.1(a)
 - 1.1.1(a) 1.
 - 1.1.1(a) 1.(a)
 - 1.1.1(a) 1.(a)(i)
- D. Check Sheets - When a Tariff filing is made with the Commission, an updated check Page 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. All revisions made in a given filing are designated by an asterisk (*). 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

8XX Number - A number beginning with 800, 888, 877 or 866.

Access Line - A communications path, provided by a person other than the Company on the customer side of the demarcation point, which connects a demarcation point to another point.

Authorization - The process of granting or denying access to a network resource.

Authorization Code - A pre-defined series of numbers to be dialed by the Customer or Authorized User upon access to the Carrier's Travel Service or Prepaid Calling Card network to identify the Caller and validate the Caller's authorization to use the services provided. The Customer is responsible for charges incurred through the use of his or her assigned Authorization Code.

Authorized User - A person, firm, corporation, or any other entity authorized by the Customer to utilize the Carrier's service under the terms and conditions of this Tariff. The Customer remains responsible for payment of services.

BCE - BCE Nexxia Corporation.

Bit - The smallest unit of information in the binary system of notation.

BPS - Bits per second.

Call - Telephonic communication originated by a person or mechanical or electrical device from a number to another number that is answered by a person or mechanical or electrical device. The numbers may be located any distance apart within Ohio. Communication may consist of voice, data, a combination of both, or other transmission, may be by wire or wireless medium and may be for any duration of time. An attempted or incomplete Call is an unsuccessful attempt by a Customer to place a Call.

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SECTION 1 - DEFINITIONS (CONT'D)

Circuit - A communications path provided by Company between two or more demarcation points, at a transmission speed agreed to between Company and Customer.

Channel - A communications path between two or more points of termination. Such termination points may be located anywhere in Ohio. Communication may consist of voice, data, a combination of both, or other transmission and may be by a wire or wireless medium. Channel capacity may be any size and is typically measured in bits per second, with 1.5 megabits per second equal to one voice channel. Duration is typically of unlimited duration.

Commission - Ohio Public Utilities Commission, the regulatory agency within the State of Ohio.

Committed Information Rate - The Committed Information Rate ("CIR") is the amount of bandwidth that the Company agrees to make available to the Customer's Frame Relay Data Terminal Equipment through the Network enabling the transfer of data between any given Frame Relay Permanent Virtual Circuit ingress and egress points during normal network operational conditions. CIRs are provided on a per individual Data Link Channel basis.

Company or Carrier - BCE unless otherwise clearly indicated by the context.

Customer - The person, firm or corporation which orders service and is responsible for the payment of charges, compliance with the terms and conditions of this Tariff, and compliance with the laws of the State of Ohio.

Customer Premises - A location occupied by Customer, or which Customer has the right to occupy, for the purposes of transmitting or receiving communications signals, and which is made available to Company for the maintenance and operation thereon or therein of a Company terminal location.

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SECTION 1 - DEFINITIONS (CONT'D)

Dedicated - A facility or equipment system or subsystem set aside for the sole use of a specific Customer.

Demarcation Point - The point of interconnection of an Access Line or other connecting communications path or equipment provided by Customer or any person to company-provided equipment.

Excess Information Rate - The Excess Information Rate ("EIR"), or Sustained Burst, is the additional bandwidth that the Company agrees to make available, to enable the transfer of data between any given Frame Relay Permanent Virtual Circuit ingress and egress points on a per Data Link Channel basis. The value of the EIR will be an additional 300 percent of the CIR or the Access Line bandwidth, dependent on whichever sum is the lesser. The EIR will be made available as a sustained Network resource during normal Network operations. All data submitted within the EIR range shall be eligible to be discarded under adverse Network conditions.

Facilities - Cables, wires, poles, conduits and other Company equipment that is used to provide service to Customers including wire center distribution frames and central office switching equipment.

Fiber Optic Cable - A thin filament of glass with a protective outer coating through which a light beam carrying communications signals may be transmitted by means of multiple internal reflections to a receiver, which translates the message.

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

Initial - The Initial Period denotes the interval of time allowed at the rate specified for a connection between given service points.

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SECTION 1 - DEFINITIONS (CONT'D)

Integrated Services Digital Network - The Integrated Services Digital Network ("ISDN") is a digital network that permits the switched interconnection of voice, data and video transmissions requiring differing capacities over common facilities.

LATA - A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No.4.

Mbps - Megabits per second, denotes millions of bits per second.

NXX - The designation for the first three digits of a local telephone number where N represents 2-9 and X represents 0-9.

Permanent Virtual Circuit - The Permanent Virtual Circuit ("PVC") is the logical connection from one port of a Frame Relay network to another port of the same Frame Relay network. The sizing of the PVC is determined by its CIR and its EIR.

Port - A facility or equipment system or subsystem set aside for the sole use of a specific Customer.

Premises - The space occupied by the Customer or Authorized User in a building or buildings or contiguous property not separated by a public or quasi-public right-of-way.

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SECTION 1 - DEFINITIONS (CONT'D)

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

Service - Any means of services offered herein by the Company or any combination thereof.

Service Order - The written request for Company services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order Form by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this Tariff.

Shared - A facility or equipment system or subsystem which can be used simultaneously by several Customers.

Special Facilities - Any facilities, goods, supplies, products, equipment, fixtures or other installation specifically installed or constructed for Customer by Company pursuant to a negotiated agreement between Company and Customer.

Subscriber - See Customer.

Tariff - BCE's P.U.C. No. 1 - Telephone.

Terminal Equipment - Any telecommunications equipment other than the transmission or receiving equipment installed at a Company Terminal Location.

Transmission Speed - Transmission speed or rate, in bits per second (bps), as agreed to by Company and Customer for each circuit.

United States - The forty-eight states contained within the mainland United States, the District of Columbia, Alaska, Hawaii, Puerto Rico, the U.S. Virgin Islands, Guam and the Commonwealth of the Northern Mariana Islands.

Virtual Private Network - A Virtual Private Network ("VPN") is a switched network with special services such as abbreviated dialing, which allows customers to call between offices in different area codes without dialing all digits.

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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of BCE

BCE's services are furnished for interexchange communications originating and terminating within the State of Ohio under the terms of this BCE's services are available twenty-four (24) hours per day, seven (7) days per week.

BCE arranges for installation, operation and maintenance of the communications services provided in this Tariff for Customers in accordance with the terms and conditions set forth under this Tariff. BCE 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 BCE's network.

2.2 Use

Services provided under this Tariff may be used by the Customer for any lawful telecommunications purpose for which the service is technically suited.

2.2.1 Any entity which uses, appropriates or secures the use of services from BCE other than under the terms and conditions of this Tariff shall be liable for an amount equal to the accrued and unpaid charges for services received pursuant to this Tariff, plus all applicable court costs and attorneys fees.

2.3 Limitations of Service, Equipment or Facilities

2.3.1 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.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.3 Limitations of Service, Equipment or Facilities (Cont'd)

- 2.3.2** 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 elsewhere in this Tariff or when Service is used in violation of the provisions of this Tariff or the law. The Company will comply with minimum telephone service standards in Ohio.
- 2.3.3** The Company does not undertake to generate content messages, but offers the use of its Service when available. As more fully set forth elsewhere in this Tariff, the Company shall not be liable for errors in transmission or for failure to establish connections.
- 2.3.4** 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. The Company will comply with minimum telephone service standards in Ohio.
- 2.3.5** The furnishing of Service under this Tariff is subject to the availability on a continuing basis of all the necessary facilities and/or equipment are not available. BCE may decline applications for service to or from a location where the necessary facilities or equipment are not available.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.3 Limitations of Service, Equipment or Facilities (Cont'd)

- 2.3.6** BCE reserves the right to deny service to any person or entity: (A) if BCE believes that the person's or entity's use of the Service would violate the provisions of this Tariff or any applicable law or regulation, or if any applicable law or regulation restricts or prohibits provision of the Service to that person or entity; or (B) if BCE determines in its sole discretion that facilities are not available to provide the Service (i.e., an undeveloped area); or (C) if BCE determines in its sole discretion that any order for Service, letter of authorization and/or third party verification is not in conformance with any applicable law or regulation; or (D) the Service requested has been discontinued.
- 2.3.7** Service may be discontinued by BCE, at any time and in compliance with Ohio's minimum telephone service standards, by blocking traffic to or from certain cities, NXX exchanges, or individual telephone stations, by blocking call origination for BCE's services, or by blocking calls using certain Customer Authorization Codes and/or access codes, when BCE deems it necessary to take such action to prevent unlawful use of its services. In addition, BCE may take any of the foregoing actions in the case of actual non-payment for its service. In order to control fraud, BCE may refuse to accept Calling Card, Collect Calling, and/or Third Party calls which it reasonably believes to be unauthorized or invalid and/or may limit the use of these billing options to or from certain areas within the State of Ohio.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.3 Limitations of Service, Equipment or Facilities (Cont'd)

- 2.3.8** BCE reserves the right to refuse to provide service to or from any location where it has not ordered access facilities, installed network interconnections, or the necessary facilities and/or equipment are not available, acceptable, or justifiable. BCE also reserves the right to make changes to equipment, service components, and/or network configurations as may be required.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.3 Limitations of Service, Equipment or Facilities (Cont'd)

2.3.9 The provision of service will not create a partnership or Joint venture between BCE and the Customer nor result in joint service offerings to their respective authorized users.

2.3.10 Use of Service Mark

- (a) No Customer shall use any service mark or trademark of the Company or refer to Company in connection with any product, equipment promotion, or publication of the Customer without the prior written consent of the Company.

2.4 Location of Service

2.4.1 Originating Areas - areas in this state where service has been established by the Carrier.

2.4.2 Terminating Areas - all areas of Ohio State.

2.5 Assignment or Transfer

All service provided under this Tariff is directly or indirectly controlled by BCE and neither the Customer nor its Authorized Users may transfer or assign the use of service without the express prior written consent of BCE. Such transfer or assignment shall only apply where there is no interruption of the use or location of service. All terms and conditions contained in this Tariff shall apply to all such permitted transferees or assignees.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.6 Liability

- 2.6.1** The liability of BCE for damages of any nature arising from errors, mistakes, omissions, interruptions, or delays of BCE, its agents, servants, or employees, in the course of establishing, furnishing, rearranging, moving, terminating, maintaining, restoring, or changing the service or facilities or equipment shall not exceed an amount equal to the charges applicable under this Tariff (calculated on a proportionate basis where appropriate) to the period during which such error, mistake, omission, interruption or delay occurs.
- 2.6.2** In no event shall BCE or any of its affiliates be liable to Customer, its customers or any of their affiliates under this Tariff or any loss of profit or revenue or for any incidental, consequential, indirect, punitive or similar or additional damages incurred or suffered as a result of incorrect or defective transmissions, or any direct or indirect consequences thereof, while using the Services, performance, non-performance, termination, breach, or other action or inaction, on the part of BCE, under this Tariff, even if Customer advises BCE of the foreseeability, possibility, likelihood, probability or certainty of such loss or damage.
- 2.6.3** When the services or facilities of other entities are used separately or in conjunction with BCE's facilities or equipment in establishing connection to points not reached by BCE's facilities or equipment, BCE shall not be liable for any act or omission of such other entities or their agents, servants or employees. BCE shall not be liable for any act or omission of vendors supplying equipment to Customer nor for claims regarding the performance of such vendor supplied equipment.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.6 Liability (Cont'd)

2.6.4 BCE shall not be liable for any failure of performance hereunder if such failure is due to any cause or causes beyond its reasonable control as determined by BCE. Such causes shall include, without limitation, acts of God, fire, explosion, vandalism, cable cut, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States government or of any other government or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, unavailability of rights-of-way or materials, or preemption of existing service to restore service in compliance with the decisions, rules, regulations and orders of the Commission or any other federal, international, state, or local governmental agency or authority. Any exceptions will be in compliance with MTSS and/or Commission Orders.

2.6.5 BCE shall not be liable for interruptions, delays, errors, or defects in transmission, or for any injury whatsoever, caused by the Customer, the Customer's agents, or Authorized Users, or by facilities or equipment provided by the Customer. BCE shall not be liable for any act or omission by any entity furnishing to the Company or to the customer facilities or equipment used for or with the services the Company offers. The Company shall not be liable for the claims of vendors supplying equipment to Customers of the Company which may be installed at the premises of the Company. The Company shall not be liable for the performance of said vendor or vendor's equipment.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.6 Liability (Cont'd)

- 2.6.6** BCE does not guarantee or make any warranty with respect to any equipment provided by it where such equipment is used in locations containing an atmosphere which is explosive, prone to fire, dangerous, or otherwise unsuitable for such equipment. Customers and Authorized Users indemnify and hold BCE harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any party or persons, for any personal injury to or death of any person or persons, and for any loss, damage, or destruction of any property, whether owned by the Customer, Authorized User, or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of such equipment so used.
- 2.6.7** The Company is not liable for any defacement of or damage to the premises of a Customer or end-user (or authorized or joint user) resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, when such defacement or damage is not the result of the gross negligence or willful misconduct on the part of the agents or employees of the Company.
- 2.6.8** The Company shall not be liable for any damages resulting from delays in meeting any service dates due to delays resulting from normal construction procedures. Such delays shall include, but not be limited to, delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of-way approvals and delays in actual construction work.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.6 Liability (Cont'd)

- 2.6.9** The Company shall not be liable for any damages whatsoever to property resulting from the installation, maintenance, repair or removal of equipment and associated wiring unless the damage is caused by the Company's willful misconduct or gross negligence.
- 2.6.10** The Company shall not be liable for any damages whatsoever associated with service, facilities, or equipment which the Company does not furnish or for any act or omission of Customer or any other entity furnishing services, facilities or equipment used for or in conjunction with service.
- 2.6.11** THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.6 Liability (Cont'd)

2.6.12 The Customer and any authorized or joint users, jointly and severally, shall indemnify and hold the Company harmless from claims, loss, damage, expense (including attorney's fees and court costs), or liability for patent infringement arising from (1) combining with, or using in connection with facilities the Company furnished, facilities the Customer, authorized user, or joint user furnished; (2) use of facilities the Company furnished in a manner the Company did not contemplate and over which the Company exercises no control and from all other claims, loss, damage, expense (including attorneys' fees and court costs); or (3) liability arising out of any commission or omission by the Customer, authorized user, or joint user in connection with the Service. In the event that any such infringing use is enjoined, the Customer, authorized user, or joint user, at its option and expense, shall obtain immediately a dismissal or stay of such injunction, obtain a license or other agreement so as to extinguish the claim of infringement, terminate the claimed infringing use, or modify such combination so as to avoid any such infringement.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.6 Liability (Cont'd)

2.6.13 The Company shall not incur any liability, direct or indirect, to any person who dials or attempts to dial the digits "9-1-1" or to any other person who may be affected by the dialing of the digits "9-1-1". Customer agrees to advise its users that as to Company's data services, the "9-1-1" emergency dialing does not connect to the local public safety answering point.

2.7 Billing and Payment for Service

2.7.1 Application for Service

- (a) Customers desiring to obtain Service must complete service application forms provided by Company. Company may require Customers or potential customers to provide information pertaining to their ability to pay for Service. Company may deny Service to Customers or potential customers which do not provide the requested information or who fail to meet Company's financial criteria in accordance with Rule 4901: 1-5-13(A), 1-5-14, and 1-17.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.7 Billing and Payment for Service (Cont'd)**2.7.2 Cancellation of Application for Service**

- (a) When a Customer cancels an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below:

Where the Company has notified a Customer or prospective Customer of the possibility that special expenses may be incurred in connection with provisioning their service, and then the Company does incur such expenses. Expenses could include special construction, or where special arrangements of facilities or equipment have begun before the Company received a cancellation notice. The charge will be equal to the costs actually incurred, less net salvage.

2.7.3 Cancellation of Service

- (a) For month to month services, the Customer may cancel service upon notification to the Company at any time. The Company shall hold the Customer responsible for payment of all bills for service furnished until the cancellation date specified by the Customer or until the date that the written cancellation notice is received, whichever is later. Upon early cancellation of a term agreement, the Customer agrees to pay Company for the balance due under the contract for the entire term of the agreement. Unless the Customer notifies Company at least thirty (30) days prior to the end of the initial term of the agreement, the agreement shall be automatically extended for a term equivalent to the initial term.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.7 Billing and Payment for Service (Cont'd)

2.7.4 Deposits

(a)

Where the Company requires a deposit, such deposit shall be collected in accordance with Rule 4901: 1-5-05(B).

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.7 Billing and Payment for Service (Cont'd)**2.7.5 Payment of Charges**

- (a) The Company shall bill on a current basis all charges incurred by and credits due to the Customer. The Customer may receive its bill in: 1) a paper format, or 2) via electronic transmission. Such bills are due fourteen (14) days from postmark on bill or from date sent via electronic transmission. The Company shall bill in advance charges for all services to be provided during the ensuing billing period except for charges associated with service usage. Adjustments for the quantities of Service established or discontinued in any billing period beyond the minimum period will be prorated to the number of days based on a 30-day month. The Company will, upon request and if available, furnish such detailed information as may reasonably be required for verification of the bill.
- (b) All bills for Service provided to the Customer by the Company are due fourteen (14) days from postmark on bill or from date sent via electronic transmission. If any portion of the payment is received by the Company after the payment due date as set forth above, or if any portion of the payment is received by the Company in funds which are not immediately available to the Company, then a late payment penalty shall be due to the Company. The late payment penalty shall be a portion of the payment not received by the payment due date times a late factor. The late factor shall be 1.5% per month (or 18% annually), or the highest rate allowed by law, whichever is the lesser. The late factor will be applied for the number of days from the payment due date to and including the date that the Customer actually makes the payment to the Company.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.7 Billing and Payment for Service (Cont'd)**2.7.5 Payment of Charges (Cont'd)**

- (c) The Customer is responsible for the payment of all state, local and 9-1-1 taxes, surcharges, utility fees, or other similar fees for which the end user is directly responsible and that may be levied by a governing body or bodies in conjunction with or as a result of a service furnished under a tariff on file with the Public Utilities Commission of Ohio. These charges may appear as separate line items on a Customer's bill, as opposed to being included in the rates contained in a tariff. Any such line item charges will be reflected in the company's tariff. The Company shall not assess separately any taxes, fees or surcharges, other than government-approved sales taxes imposed directly on the end users, without seeking Commission approval. The Company shall comply with Commission procedures by sending notice to all Customers informing them of the new line item charges.
- (d) When a check which has been presented to Company by a customer in payment for charges is returned by the bank, the customer shall be responsible for the payment of a Returned Check Charge of \$25, maximum.
- (e) Customer bills will contain all of the information required by 4901:1-5-15.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.7 Billing and Payment for Service (Cont'd)**2.7.6 Non-Recurring Charges**

- (a) Non-recurring charges are payable when the service for which they are specified has been ordered. If an entity other than BCE (e.g., another carrier or supplier) imposes or will impose charges on BCE in connection with an ordered service, those costs will also be charged to the Customer.

2.7.7 Customer Overpayments

- (a) Company will provide interest on customer overpayments that are not refunded within 30 days of the date Company receives the overpayment. An overpayment is considered to have occurred when payment in excess of the correct charges for service is made because of erroneous Company billing. The customer will be issued reimbursement for the overpayment, plus interest, or, if agreed to by the customer, credit for the amount will be provided on the next regular Company bill. The rate of interest shall be 5% per annum.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.7 Billing and Payment for Service (Cont'd)

2.7.7 Customer Overpayments (Cont'd)

- (b) Interest shall be paid from the date when overpayment was made, adjusted for any changes in the deposit rate or late payment rate, and compounded monthly, until the date when the overpayment is refunded. The date when overpayment is considered to have been made will be the date on which the customer's overpayment was originally recorded to the customer's account by Company.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.7 Billing and Payment for Service (Cont'd)**2.7.8 Disputed Bills**

- (a) In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Customer must submit a written documented claim for the disputed amount. Customers also may contact the Company by telephone. The Customer must submit all documentation as may reasonably be required to support the claim. All claims must be submitted to the Company as soon as possible. If the Customer does not submit a written documented claim, the Customer waives all rights to filing a claim thereafter. Claim must be submitted to: Gail D. Yeary, Director, Canadian Global Service Centre, Bell Canada, 110 O'Conner Street, Ottawa, Ontario, K1P 1H1, Canada, Tel: (888) 879-2272; Fax: (613)660-2911.
- (b) Unless disputed, the invoice shall be deemed to be correct and payable in full by Customer. If the Customer is unable to resolve any dispute with the Company, then Customer may file a complaint with the Ohio Public Utilities Commission, 180 E. Broad Street, Columbus, OH 43215-3793, Toll free no. (800) 686-7826.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.8 Service Connections and Facilities on Customer's Premises

- 2.8.1** All Service along the facilities between the point identified as the Company's origination point and the point identified as the Company's termination point will be furnished by the Company, its agents or contractors.
- 2.8.2** Customer shall allow Company continuous access and right-of-way to Customer's premises to the extent reasonably determined by the Company to be appropriate to the provision and maintenance of services, equipment, facilities and systems relating to this Tariff.
- 2.8.3** The Company may undertake to use reasonable efforts to make available services to a Customer, on or before a particular date subject to the provisions of and compliance by the Customer with the regulations contained in this Tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing Service to any Customer.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.8 Service Connections and Facilities on Customer's Premises (Cont'd)

- 2.8.4** The Company undertakes to use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer, joint user, or authorized user may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise tamper with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- 2.8.5** Title to all facilities provided by Company, including Terminal Equipment, shall remain with the Company. The operating personnel and the electric power consumed by such equipment on the premises of the Customer shall be provided by and maintained at the expense of the Customer.
- 2.8.6** Equipment the Company provides or installs at the Customer's premises for use in connection with the Services the Company offers shall not be used for any purpose other than that for which the Company provided it.
- 2.8.7** Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents imposed on Company-provided equipment and wiring by connection shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or other persons.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.8 Service Connections and Facilities on Customer's Premises (Cont'd)

2.8.8 The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this Tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this Tariff and to the maintenance and operation of such facilities; subject to this responsibility, the Company shall not be responsible for:

- (a) the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission of; or
- (b) the reception of signals by Customer-provided equipment.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.8 Service Connections and Facilities on Customer's Premises (Cont'd)

- 2.8.9** Company is solely responsible for operating Company-provided equipment. In the event that Customer attempts to operate any Company provided equipment without first obtaining Company's written approval, in addition to any other remedies of Company for a breach by Customer of Customer's obligations hereunder, Customer shall pay Company for any damage to Company-provided equipment caused or related to Customer's improper operation of Company-provided equipment upon receipt by Customer of a Company invoice therefore. In no event shall Company be liable to Customer or any other person for interruption of the Service or for any other loss, cost or damage caused or related to Customer's improper use of Company-provided equipment.
- 2.8.10** Customer agrees to allow Company to remove all Company-provided equipment from Customer's premises:
- (a) upon termination, interruption or suspension of the Service III connection with which the equipment was used; and
 - (b) for repair, replacement or otherwise as Company may determine is necessary or desirable.
- 2.8.11** At the time of such removal, such equipment shall be in the same condition as when delivered to Customer or installed on Customer's premises, normal wear and tear only excepted. Customer shall reimburse Company for the unamortized cost of any such equipment in the event the foregoing conditions are not met.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.8 Service Connections and Facilities on Customer's Premises (Cont'd)

- 2.8.12** The Customer, authorized user, or joint user is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such Company equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company provided equipment and wiring or injury to the Company's employees or to other persons. In advance, Customer will submit to Company a complete manufacturer's specification sheet for each item of equipment that is not provided by the Company and which shall be attached to the Company's facilities. The Company shall approve the use of such item(s) of equipment unless such item is technically compatible with Company's facilities. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.
- 2.8.13** Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Service, and the channels, facilities, or equipment of others shall be provided at the Customer's expense.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.9 Interconnection

- 2.9.1** Service furnished by BCE may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to technical limitations established by BCE. Service furnished by BCE is not part of a joint undertaking with such other common carriers or systems. BCE does not undertake to provide any special facilities, equipment, or services to enable the Customer to interconnect the facilities or the equipment of BCE with services or facilities of other common carriers or with private systems.
- 2.9.2** Interconnection with the services or facilities of other common carriers shall be under the applicable terms and conditions of this Tariff and the other common carrier's Tariffs.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.10 Inspection, Testing and Adjustment

BCE may, upon reasonable 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 facilities or equipment. BCE may interrupt service at any time, without penalty or liability, due to the departure from any of these terms and conditions.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.11 Credit Allowances for Interruption of Service

- 2.11.1** Credits shall be provided to Customers due to extended out-of-service conditions in accordance with 4901:1-5-16(A) and (B).
- 2.11.2** Credits shall be provided to Customers due to failure to install new service in a timely fashion in accordance with 4901: 1-5-16(D) and (E).
- 2.11.3** Credits shall be provided to Customers for prior overcharges and collecting for prior undercharges in accordance with 4901:1-5-16(G).
- 2.11.4** Exceptions to these credit provisions exist in accordance with 4901:1-5-16(A)(1)(2)(3)(4), (C), (D)(1)(2)(3)(4), and (E)(3).

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.12 Obligations of the Customer

2.12.1 The Customer shall be responsible for:

- (a) The payment of all applicable charges as set forth in this Tariff.
- (b) Damage or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer, authorized user, or joint user or the non-compliance by the Customer, authorized user, or joint user with these regulations; or by fire or theft or other casualty on the premises of the Customer, authorized user, or joint user unless caused by the negligence or willful misconduct of the employees or agents of the Company.
- (c) Providing as specified from time to time by the Company any needed personnel, equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, authorized user, or joint user and the level of power, heating and air conditioning necessary to maintain the proper environment on such premises.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.12 Obligations of the Customer (Cont'd)**2.12.1 The Customer shall be responsible for: (Cont'd)**

- (d) Obtaining, maintaining, and otherwise having full responsibility for rights of way and conduit necessary for installation of fiber optic cable and associated equipment to provide Service to the Customer, authorized user or joint user from the cable building entrance or the property line of the land on which the structure wherein any termination point or origination point used by the Customer, authorized user or joint user is placed or located, whichever is applicable, through the point of entry into the structure, throughout the structure, to the location of the equipment space. Any and all costs associated with the obtaining and maintaining of the rights of way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for Service.
- (e) Providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury to Company employees or property might result from installation or maintenance by the Company.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.12 Obligations of the Customer (Cont'd)

2.12.1 The Customer shall be responsible for: (Cont'd)

- (f) Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights of way for which the Customer is responsible and obtaining permission for Company agents or employees to enter the premises of the Customer, authorized user, or joint user at any reasonable hour for the purpose of installing, inspecting, repairing, or upon termination of Service as stated herein, removing the facilities or equipment of the Company.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.12 Obligations of the Customer (Cont'd)**2.12.1 The Customer shall be responsible for: (Cont'd)**

- (g) Making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which Service is interrupted for such purposes.
- (h) Keeping the Company's equipment and facilities located on the Customer's premises of rights-of-way obtained by the Customer free and clear of any liens or encumbrances relating to the Customer's use of the Company's services or from the locations of such equipment and facilities.
- (i) Customer provided terminal equipment on the premises of the Customer, authorized user, or joint user, the operating personnel there, and the electric power consumed by such equipment shall be provided by and maintained at the expense of the Customer, authorized user, or joint user. Conformance of Customer provided station equipment with Part 68 of the FCC Rules is the responsibility of the Customer.
- (j) The Customer, authorized user, or joint user is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or other persons.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.13 Refusal or Discontinuance by the Company

- 2.13.1** The Company will disconnect service for non-payment pursuant to 4901:1-5-17(B).
- 2.13.2** The Company will disconnect service with notice in cases not involving non-payment pursuant to 4901:1-5-17(D) and (E).
- 2.13.3** The Company will disconnect service without notice in cases not involving non-payment pursuant to 4901:1-5-17(O).
- 2.13.4** The Company shall comply with the payment schedule and disconnection procedures for non-payment set forth in 4901:1-5-17(K).

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.14 Restoration of Service

If service has been discontinued for nonpayment or as otherwise provided herein and the Customer wishes it continued, service shall be restored in accordance with 4901:1-5-17(M).

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.15 Schools and Libraries Discount Program**2.15.1 General**

The Schools and Libraries Discount Program permits eligible schools (public and private, grades Kindergarten through 12) and libraries to purchase BCE services offered in this Tariff at a discounted rate, in accordance with the Rules adopted by the FCC in its Universal Service Order 97-157, issued May 8, 1997. The Rules are codified at 47 Code of Federal Regulation (C.F.R.) 54.500 *et. seq.*

As indicated in the Rules, the discounts will be between twenty (20) and ninety (90) percent of the pre-discount price, which is the price of services to schools and libraries prior to application of a discount. The level of discount will be based on an eligible school or library's level of economic disadvantage and by its location in either an urban or rural area. A school's level of economic disadvantage will be determined by the percentage of its students eligible for participation in the national school lunch program, and a library's level of economic disadvantage will be calculated on the basis of school lunch eligibility in the public school district in which the library is located. A non-public school may use either eligibility for the national school lunch program or other federally approved alternative measures to determine its level of economic disadvantage. To be eligible for the discount, schools and libraries will be required to comply with the terms and conditions set forth in the rules. Discounts are available only to the extent that they are funded by the federal universal service fund. Schools and libraries may aggregate demand with other eligible entities to create a consortium.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.15 Schools and Libraries Discount Program (Cont'd)

2.15.2 Regulations

(a) Obligation of eligible schools and libraries:

1. Requests for service:

(a) Schools and libraries and consortia shall participate in a competitive bidding process for all services eligible for discounts, in accordance with any state and local procurement rules.

(i) Schools and libraries and consortia shall submit requests for services to the Schools and Libraries Division, as designated by the FCC, and follow established procedures.

(ii) Services requested will be used for educational purposes.

(iii) Services will not be sold, resold or transferred in consideration for money or any other thing of value.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.15 Schools and Libraries Discount Program (Cont'd)

2.15.2 Regulations (Cont'd)

(b) Obligations of BCE:

1. BCE will offer discounts to eligible schools and libraries on commercially available telecommunications services contained in this Tariff.
2. BCE will offer services to eligible schools, libraries and consortia at prices no higher than the lowest price it charges to similarly situated non residential customers for similar services (lowest corresponding price).
3. In competitive bidding situations, BCE may offer flexible pricing or rates other than in this Tariff, where specific flexible pricing arrangements are allowed.

2.15.3 Discounted Rates for Schools and Libraries

- (a) Discounts for eligible schools and libraries and consortia shall be set as a percentage from the pre-discount price, which is the price of services to schools and libraries prior to application of a discount.
- (b) The discount rate will be applied to all commercially available telecommunications services purchased by eligible schools, libraries or consortia.
- (c) The discount rate is based on each school or library's level of economic disadvantage as determined in accordance with the Commission's Rules and by its location in either urban or rural area.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.15 Schools and Libraries Discount Program (Cont'd)**2.15.3 Discounted Rates for Schools and Libraries (Cont'd)**

- (d) The discount matrix for eligible schools, libraries and consortia are as follows:

% Of Students Eligible For National School Lunch Program	% Of U.S. Schools	Urban Discount	Rural Discount
< 1%	3%	20%	25%
1% - 19%	31%	40%	50%
20% - 34%	19%	50%	60%
35% - 49%	15%	60%	70%
50% - 74%	16%	80%	80%
75% - 100%	16%	90%	90%

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SECTION 5 - CONTRACT SERVICES

5.1 General

At BCE's option, service may be offered on an Individual Case Basis to meet specialized requirements of the Customer not contemplated in this Tariff. The terms of each contract shall be mutually agreed upon between the Customer and BCE and may include discounts off of rates contained herein, waiver of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in BCE's general service offerings, or other customized features. The terms of the contract may be based partially or completely on the term and volume commitment, type of originating or terminating access, mixture of services or other distinguishing features. ICB rates will be filed with the Commission.

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SECTION 6 - LEGISLATIVE, REGULATORY OR JUDICIAL ACTIVITY

6.1 General

Notwithstanding any statement to the contrary contained in this Tariff, in the event that any regulatory agency, legislative body or court of competent jurisdiction promulgates regulations or modifies existing ones including, without limitation, regulations regarding payphone compensation, access charges and/or universal service ("Regulatory Activity"), BCE reserves the right, at any time and without notice to: (i) pass through to the Customer all, or a portion of, any charges or surcharges directly or indirectly related to such Regulatory Activity; or (ii) modify the rates, including any rate guarantees, and/or terms and conditions contained in this Tariff to reflect the impact of such Regulatory Activity.

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