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Via Overnight Delivery

The Public Utilities Commission of Ohio
Docketing Division
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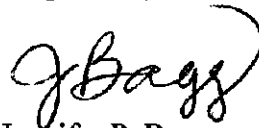
Re: **Case No. 09-282-TP-ACE**, Application of Northeastern ITS, LLC for a
Certificate of Public Convenience and Necessity to Provide Competitive
Telecommunication Services in the State of Ohio

Dear Sir or Madam:

On behalf of Northeastern ITS, LLC ("Northeastern"), enclosed please find an original and three (3) copies of Northeastern's final Competitive Telecommunications Services Tariff, approved by the Public Utilities Commission of Ohio on April 30, 2009.

Please date-stamp the stamp-and-return copy and return it in the self-addressed envelope. Should you have any questions with respect to this filing, please contact Jennifer Bagg at (202) 887-6230.

Respectfully submitted,



Jennifer P. Bagg

Counsel for Northeastern ITS, LLC

Enclosures

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COMPETITIVE TELECOMMUNICATION SERVICES TARIFF

**Regulations and Schedule of Intrastate Rates and
Charges Applying to Competitive Telecommunication
Services Within the State of Ohio.**

This tariff includes the rates, charges, terms and conditions of service for the provision of dedicated intrastate common carrier telecommunications services by Northeastern ITS, LLC, within the State of Ohio.

This tariff applies to intrastate communications services provided as specified herein.

Competitive Access Provider Services Tariff

CHECK SHEET

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** – Indicates Pages included with this filing*

Competitive Access Provider Services Tariff

CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

Competitive Access Provider Services Tariff

EXPLANATION OF SYMBOLS AND ABBREVIATIONS

- (I) To signify increased rates.
- (D) To signify decreased rates.
- (C) To signify all other changes.

ABBREVIATIONS

B8ZS	Bipolar with 8-Zero Substitution; a line coding technique which permits DS0 and DS1 transmission with 15 consecutive zeros. B8ZS support 64 KBPS clear channel transmission.
DCS	Digital Cross Connect System.
DS0	Digital Signal Level 0; a dedicated, full duplex digital channel with line speeds of 2.4, 4.8, 9.6, 19.2, 56 or 64 Kbps.
DS1	Digital Signal Level 1; a dedicated, high capacity, full duplex channel with a line speed of 1.544 Mbps isochronous serial data having a line signal format of either Alternate Mark Inversion (AMI) or Bipolar with 8 Zero Substitution (B8ZS) and either Superframe (D4) or Extended Superframe (ESF) formats. DS1 Service has the equivalent capacity of 24 Voice Grade or DS0 services.
DS3	Digital Signal Level 3; a dedicated, high capacity, full duplex channel with a line speed of 44.736 Mbps isochronous serial data having a line code of bipolar with three zero substitution (B3ZS). Equivalent capacity of 28 DS1 Services.
Gbps	Gigabits per second; billions of bits per second.
ICB	Individual Case Basis.
Kbps	Kilobits per second; 1000s of bits per second.
LATA	Local Access and Transport Area. A geographic area established by the US District Court for the District of Columbia in Civil Action No. 17-49, within which a Local Exchange Company provides communications services.
LEC	Local Exchange Company.
Mbps	Megabits per second; millions of bits per second.
N/A	Not Available.

Competitive Access Provider Services Tariff

ABBREVIATIONS (Cont'd.)

- OC-48 A high capacity channel for full duplex, synchronous, optic transmission of digital signals based on the SONET Standard at a rate of 2.4 Gbps
- OC-12 A high capacity channel for full duplex, synchronous, optic transmission of digital signals based on the SONET Standard at a rate of 622.08 Mbps.
- OC-3 A high capacity channel for full duplex, synchronous, optic transmission of digital signals based on the SONET Standard at a rate of 155.52 Mbps.
- POP Point of Presence.

Competitive Access Provider Services Tariff

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Competitive Access Provider Services Tariff

TARIFF FORMAT SHEETS

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

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

C. Paragraph Numbering Sequence – There are nine levels of paragraph coding. Each level of coding is subservient to 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 PA. P.U.C., an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the PA. P.U.C.

Competitive Access Provider Services Tariff

SECTION 1 - DEFINITIONS

The following definitions are applicable to this tariff:

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

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

Account - The Customer who has agreed, verbally or by signature, to honor the terms of service established by the Company. An account may have more than one access code billed to the same Customer address.

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

Bits Per Second (bps) - The number of bits transmitted in a one second interval.

Channel - A path for electrical transmission between two or more points, the path having a bandwidth and termination of the Customer's choosing.

Central Office - A local Company switching system where Customer station loops are terminated for purposes of interconnection to each other and to trunks.

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

City - For the purposes of this tariff, the term City denotes a specific geographic area served by the Carrier. A City is typically a metropolitan area and may include one or more adjacent or nearby areas in which the Carrier has network facilities.

Collocation - Carrier facilities and/or equipment located in the same building -- generally a LEC central office.

Commission - The Ohio Public Utility Commission.

Communications System - Denotes channels and other facilities which are capable of communications between terminal equipment provided by an entity other than the Company.

Company - Denotes Northeastern ITS, LLC and/or any Concurring Carriers.

Company's Network - Equipment, cabling, and/or connections owned, leased or otherwise used by the Company or the Company's agents to provide service to the Customer pursuant to this tariff.

Competitive Access Provider Services Tariff

SECTION 1 – DEFINITIONS (Cont'd.)

Customer- Any person, firm, partnership, corporation or other entity which uses service under the terms and conditions of this tariff and is responsible for the payment of charges. In most contexts, the customer is the interexchange carrier utilizing the access services herein to reach end user customers.

Customer Agreement - The mutual agreement between the Company and the Customer for the provision of the Company's service.

Customer Designated Premises - The premises specified by the Customer for termination of Access Services.

Customer Point of Presence - The physical location associated with the Customer's communication system.

Dedicated Access or Dedicated Transport - A method for a Customer to directly connect two locations of their choice with dedicated (non-switched) services.

End User - Any person, firm, partnership, corporation or other entity which uses the service of the Company under the terms and conditions of this tariff. In most contexts, the end user is the customer of the interexchange carrier and the Company.

End Office Switch - A Company switching system where station loops are terminated for purposes of interconnection to each other and to trunks.

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

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

Interexchange Carrier (IC) - Any individual, partnership, association, corporation or other entity engaged in communication for hire by wire or radio between two or more exchanges.

Hertz - A unit of frequency equal to one cycle per second.

Interstate - For the purpose of this tariff, the term Interstate applies to the regulatory jurisdiction of services used for communications between locations located in different states within the United States or between one or more location in the United States and one or more international locations.

Intrastate Communications - Any communications which originates and terminates within the same state.

Competitive Access Provider Services Tariff

SECTION 1 – DEFINITIONS (Cont'd.)

Local Access and Transport Area (LATA) - A geographic area established for the provision and administration of communications service. A LATA encompasses designated exchanges, which are grouped to serve common social, economic and other purposes.

N/A - Not Applicable.

Off-Net - Customer or End User locations not capable of being served directly by the Company's existing network facilities.

On-Net - Customer or End User locations capable of being served directly by the Company's existing network facilities.

Point of Presence - The physical location of an interexchange carrier's facilities.

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

Premises - The physical space designated by the Customer for the termination of the Company's service.

Serving Wire Center - The wire center from which the Customer-designated premises would normally obtain dial tone from the Company.

Special Access - See Dedicated Access.

Term Agreement - A method of purchasing the Company's services whereby the Customer agrees to purchase service between specific locations for a specified and mutually agree upon length of time.

Terminal Equipment - Telecommunications devices, apparatus and associated wiring on the Customer- designated premises.

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

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

Competitive Access Provider Services Tariff

SECTION 1 – DEFINITIONS (Cont'd.)

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

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

Competitive Access Provider Services Tariff

SECTION 2 - TERMS AND CONDITIONS**2.1 Undertaking of Northeastern ITS, LLC**

The Company's service is furnished to Customers for intrastate communications. The Company's service is available twenty-four hours per day, seven days per week.

The Company arranges for the installation, operation, and maintenance of the service provided in this tariff for the Customer in accordance with the terms and conditions set forth in this tariff.

2.2 Limitation On Service

2.2.1 Service is offered subject to the initial and continued 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, or where such facilities became unavailable. The Company may discontinue furnishing service in accordance with the terms of this tariff.

2.2.2 The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control, as hereinafter defined, or when service is used in violation of provisions of this tariff or the law.

2.2.3 The Company reserves the right to discontinue service, limit service, or to impose requirements as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material affect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgment.

2.3 Assignment or Transfer

All service provided under this tariff is directly or indirectly controlled by the Company and the Customer may not transfer or assign the use of service without the express prior written consent of the Company. 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.

2.4 Location of Service

Service originates and terminates at locations within the State of Ohio.

Competitive Access Provider Services Tariff

SECTION 2 - TERMS AND CONDITIONS (Cont'd)

2.5 Use of Service

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

2.6 Discontinuance and Restoration of Service

Service will continue to be provided until canceled by the Customer, in writing, or until canceled by the Company as set forth below. The Company may render bills subsequent to the termination of service for charges incurred before termination.

2.6.1 Cancellation by the Customer

The Customer may have service discontinued upon written notice to the Company. 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. A termination liability charge applies to early cancellation of a term agreement.

Competitive Access Provider Services Tariff

SECTION 2 - TERMS AND CONDITIONS (Cont'd)

2.6 Discontinuance and Restoration of Service (Cont'd)**2.6.2 Cancellation by the Company**

- 2.6.2.A** For Nonpayment: The Company, by written notice to the Customer and in accordance with applicable law, may discontinue service or cancel an application for service without incurring any liability when there is an unpaid balance for service that is more than 60 days overdue.
- 2.6.2.B** For Returned Checks: The Customer whose check or draft is returned unpaid for any reason, after two attempts at collection, shall be subject to discontinuance of service in the same manner as provided for nonpayment of overdue charges.
- 2.6.2.C** For any violation of law or of any of the provisions governing the furnishing of service under this tariff: The Customer shall be subject to discontinuance of service, without notice, for any violation of any law, rule, regulation or policy of any government authority having jurisdiction over service, or by reason of any order or decision of a court or other government authority having jurisdiction which prohibits the Company from furnishing such service.
- 2.6.2.D** For the Company to comply with any order or request of any governmental authority having jurisdiction: The Customer shall be subject to discontinuance of service, without notice, for the Company to comply with any order or request of any governmental authority having jurisdiction.

2.6.3 Restoration of Service

- 2.6.3.A** If service has been discontinued for nonpayment or as otherwise provided herein and the Customer wishes it continued, service shall, at the Company's discretion, be restored when all past due amounts are paid or the event giving rise to the discontinuance (if other than nonpayment) is corrected and the Customer pays a deposit at Company's discretion. Nonrecurring charges apply to restored services.
- 2.6.3.B** Restoration of disrupted services shall be in accordance with applicable Ohio Public Utility Commission and/or Federal Communications Commission Rules and Regulations, which specify the priority system for such activities.

Competitive Access Provider Services Tariff

SECTION 2 - TERMS AND CONDITIONS (Cont'd)

2.7 Cancellation of Application for Service

Where the Customer or applicant cancels an application for service prior receipt of firm order confirmation (FOC), or prior to the start of special construction, no charge applies.

Where installation of service has been started (after FOC) prior to the cancellation, a cancellation charge equal to the costs incurred by the Company may apply, but in no case shall such charge exceed the charge for the applicable installation charges.

2.8 Minimum Period

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

2.9 Term Agreements

The Company offers Term Agreements wherein the Customer agrees to retain specified Company services for a mutually agreed upon length of time. A Termination Liability charge applies to the early termination of a Term Agreement.

2.10 Billing and Payment Arrangements

2.10.1 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, (2) where available, a paper format bill summary with a computer disk to provide the detailed information of the bill, (3) where available, computer disk only, (4) where available, via electronic transmission. Such bills are due upon receipt regardless of the media utilized. 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 or new installations. Adjustments for the quantities of service established or discontinued in any billing period beyond the minimum service 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 billing.

Competitive Access Provider Services Tariff

SECTION 2 - TERMS AND CONDITIONS (Cont'd)

2.10 Billing and Payment Arrangements (Cont'd)

2.10.2 All bills for service provided to the Customer by the Company are due and payable upon receipt, and are payable in immediately available funds. The bill will be past due 30 days after the date printed on the invoice. If such payment due date would cause payment to be due on a Saturday, Sunday or Legal Holiday, payment for such bills will be due from the Customer as follows.

2.10.2.A If such payment due date falls on a Sunday or on a Legal Holiday which is observed on a Monday, the payment due date shall be the first non-Holiday date following such Sunday or Legal Holiday. If such payment due date falls on a Saturday or on a Legal Holiday which is observed on Tuesday, Wednesday, Thursday or Friday, the payment due date shall be the last non-Holiday day preceding such Saturday or Legal Holiday.

2.10.2.B Further, 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 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 (\$.0005 per day) or 18% annually, or the maximum amount allowed by law whichever is lower. 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.

2.11 Claims and Disputes

In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Customer must submit a documented claim for the disputed amount. The Customer will submit all documentation as may reasonably be required to support the claim. All claims must be submitted to the Company within 90 days of receipt of billing for the disputed services. If the Customer does not submit a claim as stated above, the Customer waives all rights to filing a claim thereafter.

2.11.1 If the dispute is resolved in favor of the Customer and the Customer has withheld the disputed amount, no interest credits or penalties will apply.

Competitive Access Provider Services Tariff

SECTION 2 - TERMS AND CONDITIONS (Cont'd)

2.11 Claims and Disputes (Cont'd)

- 2.11.2 If the dispute is resolved in favor of the Customer and the Customer has paid the disputed amount, the Customer will receive an interest credit from the Company for the disputed amount times a late factor as set forth in 2.10.2.B preceding.
- 2.11.3 In the event that the Company agrees to refund a credit by check or wire transfer, interest will be applied up to and including the date of issuance for either the check or wire transfer.
- 2.11.4 If the dispute is resolved in favor of the Company and the Customer has paid the disputed amount on or before the payment due date, no interest credit or penalties will apply.
- 2.11.5 If the dispute is resolved in favor of the Company and the Customer has withheld the disputed amount, any payments withheld pending settlement of the disputed amount shall be subject to the late penalty as set forth in 2.10.2.B preceding.

2.12 Payment of Deposits

- 2.12.1 The Company may, in order to safeguard its interests, require a Customer which has a proven history of late payments to the Company or does not have established credit to make a deposit prior to or at any time after the provision of service to the Customer to be held by the Company as a guarantee of the payment of rates and charges. No such deposit will be required of a Customer which has established credit and has no history of late payments to the Company.
- 2.12.2 A deposit may not exceed the actual or estimated rates and charges for the service for a two month period. The fact that a deposit has been made in no way relieves the Customer of its obligations to comply with the Company's requirement as to the prompt payment regulations.
- 2.12.3 At such time as the provision of the service to the Customer is terminated, the amount of the deposit will be credited to the Customer's account and any credit balance which may remain will be refunded. After the Customer has established a one year prompt payment record, such a deposit will be refunded or credited to the Customer account at any time prior to the termination of the provision of service to the Customer.

Competitive Access Provider Services Tariff

SECTION 2 - TERMS AND CONDITIONS (Cont'd)

2.12 Payment of Deposits (Cont'd)

2.12.4 In the case of a cash deposit, for the period the deposit is held by the Company, simple annual interest will be applied to the deposit for the number of days from the date the Customer deposit is received by the Company to and including the date such deposit is credited to the Customer's account or the date the deposit is refunded by the Company.

2.12.5 If the amount of a deposit is proven to be less than required to meet the requirements specified above, the Customer shall be required to pay an additional deposit upon request.

2.13 Inspection, Testing and Adjustment

2.13.1 The Company 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 or the Company's facilities or equipment. The Company may interrupt service at any time, without penalty or liability, due to the departure from or reasonable suspicion of the departure from any of these terms and conditions.

2.13.2 Upon reasonable notice, the facilities or equipment provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary for their maintenance in a condition satisfactory to the Company. No interruption allowance shall be granted for the time during which such tests and adjustments are made, unless such interruption exceeds twenty-four hours in length and is requested by the Customer.

2.14 Interconnection

2.14.1 Service furnished by the Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to technical limitations established by the Company. Service furnished by the Company is not part of a joint undertaking with such other common carriers or systems. The Company does not undertake to provide any special facilities, equipment, or services to enable the Customer to interconnect the facilities or the equipment of the Company with services or facilities of other common carriers or with private systems.

Competitive Access Provider Services Tariff

SECTION 2 - TERMS AND CONDITIONS (Cont'd)

2.14 Interconnection (Cont'd)

2.14.2 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.

2.14.3 The Customer shall ensure that the facilities or equipment provided by the Customer are properly interconnected with the facilities or equipment of the Company. If the Customer maintains or operates the interconnected facilities or equipment in a manner which results or may result in harm to the Company's facilities, equipment, personnel, or the quality of service, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this written notice fails to eliminate the actual or potential harm, the Company may, upon written notice, terminate the existing service of the Customer.

2.15 Liability of the Company

2.15.1 The liability of the Company for damages of any nature arising from errors, mistakes, omissions, interruptions, or delays of the Company, its agents, servants, or employees, in the course of establishing, furnishing, rearranging, moving, terminating, 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.

2.15.2 In no event shall the Company be liable for any incidental, indirect, special, or consequential damages (including lost revenue or profits) of any kind whatsoever regardless of the cause or foreseeability thereof.

2.15.3 When the services or facilities of other common carriers are used separately or in conjunction with the Company's facilities or equipment in establishing connection to points not reached by the Company's facilities or equipment, the Company shall not be liable for any act or omission of such other common carriers or their agents, servants or employees.

Competitive Access Provider Services Tariff
SECTION 2 - TERMS AND CONDITIONS (Cont'd)

2.15 Liability of the Company (Cont'd)

2.15.4 The Company shall not be liable for any failure of performance hereunder if such failure is due to any cause or causes beyond the reasonable control of the Company. Such causes shall 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, or preemption of existing service to restore service in compliance with the FCC or the Commission's Rules and Regulations.

2.15.5 The Company shall not be liable for interruptions, delays, errors, or defects in transmission, or for any injury whatsoever, caused by the Customer, or the Customer's agents, End Users, or by facilities or equipment provided by the Customer.

2.16 Liability of the Customer

The Customer shall indemnify, defend and hold harmless the Company (including the costs of reasonable attorney's fees) against:

2.16.1 Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information, or other content transmitted over the Company's facilities or equipment; and

2.16.2 Claims for patent infringement arising from combining or connecting the Company's facilities or equipment with facilities, equipment, apparatus or systems of the Customer; and

2.16.3 All other claims (including, without limitation, claims for damage to any business or property, or injury to, or death of, any person) arising out of any act or omission of the Customer, or the Customer's agents, End Users, or customers, in connection with any service or facilities or equipment provided by the Company.

Competitive Access Provider Services Tariff

SECTION 2 - TERMS AND CONDITIONS (Cont'd)

2.17 Taxes

Federal excise tax and state and local sales, use, and similar taxes and governmental fees are not included in the rates set forth in this tariff, and shall be billed as separate line items.

2.18 Determination of Jurisdiction of Mixed Interstate and Intrastate Dedicated Transport Service

When mixed interstate and intrastate service is provided over a dedicated facility, the jurisdiction will be determined as follows.

- If the Customer's estimate of the interstate traffic on the service equals 10% or less of the total traffic on that service, the service will be provided according to the applicable rules and regulations of this tariff.
- If the Customer's estimate of the interstate traffic on the service is more than 10% of the total traffic on that service, the service will be provided according to the applicable rules and regulations of the appropriate interstate tariff.
- If the percentage of interstate traffic on the service changes to the extent that it alters the jurisdiction of the service, the Customer must notify the Company of any required change in status. The affected service will revert to the appropriate jurisdictional tariff within the next full billing cycle. Any applicable termination liability will be transferred with the jurisdictional change of the service.

2.19 Obligations of the Customer**2.19.1 Damages**

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

2.19.2 Ownership of Facilities

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

Competitive Access Provider Services Tariff

SECTION 2 - TERMS AND CONDITIONS (Cont'd)

2.19 Obligations of the Customer (Cont'd)**2.19.3 Equipment Space and Power**

The Customer shall furnish to the Company, at no charge, equipment space and electrical power required by the Company to provide services under this tariff at the points of termination of such services. Such equipment space must be secured and fully conditioned on a twenty-four hour per day basis 365 days per year by the Customer solely at the Customer's expense. The selection of continuously available AC or DC power shall be mutually agreed to by the Customer and Company. The Customer shall also make necessary arrangements in order that the Company will have access to such spaces at reasonable times for installation, testing, repair, maintenance or removal of Company service.

2.19.4 Testing

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

2.19.5 Design of Customer Services

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

2.19.6 Network Contingency Coordination

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

Competitive Access Provider Services Tariff

SECTION 3 - DEDICATED TRANSPORT SERVICE

3.1 General

Reserved for Future Use

3.2 Service Ordering

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

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

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

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

3.2.1 Access Service Date Intervals

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

- Standard Interval
- Negotiated Interval

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

Competitive Access Provider Services Tariff

SECTION 3 - DEDICATED TRANSPORT SERVICE (Cont'd)

3.2 Service Ordering (Cont'd)**3.2.1.A Standard Interval**

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

3.2.1.B Negotiated Interval

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

- 3.2.1.B.1 The Customer requests a Service Date before or beyond the applicable Standard Interval Service Date; or
- 3.2.1.B.2 There is no existing facility connecting the Customer Premises with the Company; or
- 3.2.1.B.3 The Customer requests a service that is not considered by the Company to be a standard service offering (for example, if Additional Engineering is required to complete the order); or
- 3.2.1.B.4 The Company determines that Access Service cannot be installed within the Standard Interval.

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

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

Competitive Access Provider Services Tariff

SECTION 3 - DEDICATED TRANSPORT SERVICE (Cont'd)

3.2 Service Ordering (Cont'd)**3.2.2 Access Service Request Modifications**

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

3.3 Special Construction**3.3.1 General**

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

- Where facilities are not presently available, and there is no other requirement for the facilities so constructed; or
- Of a type other than that which the Company would normally utilize in the furnishing of its services; or
- Over a route other than that which the Company would normally utilize in the furnishing of its services; or
- In a quantity greater than that which the Company would normally construct; or
- On an expedited basis; or
- On a temporary basis until permanent facilities are available; or
- Involving abnormal costs; or
- In advance of its normal construction; or
- When the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariff.

Competitive Access Provider Services Tariff

SECTION 3 - DEDICATED TRANSPORT SERVICE (Cont'd)

3.3 Special Construction (Cont'd)**3.3.2 Customer Acceptance**

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

3.3.3 Basis of Rates and Charges

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

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

3.3.4 Cost Computation

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

- The installed cost of the facilities to be provided including estimated costs for the rearrangements of existing facilities. The installed cost includes but may not be limited to the cost of:
 - (1) Equipment and materials provided or used;
 - (2) Engineering, labor and supervision;
 - (3) Transportation;
 - (4) Rights of way; and shipping and delivery.
- Cost of maintenance;
- 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;
- Administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;

Competitive Access Provider Services Tariff

SECTION 3 - DEDICATED TRANSPORT SERVICE (Cont'd)

3.3 Special Construction (Cont'd)**3.3.4 Cost Computation (Cont'd)**

- License preparation, processing and related fees;
- Tariff preparation, processing and related fees;
- Any other identifiable costs related to the facilities provided; or
- An amount for return and contingencies.

3.4 Obligations of the Company

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

3.4.1 Network Management

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

3.4.2 Design of Dedicated Transport Service

The Company shall design and determine the routing of Dedicated Transport Service. Selection of facilities and equipment in connection with providing the service are based on standard engineering methods, available facilities and equipment and the Company's traffic routing plans.

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

Competitive Access Provider Services Tariff

SECTION 3 - DEDICATED TRANSPORT SERVICE (Cont'd)

3.4 Obligations of the Company (Cont'd.)**3.4.3 Provision of Service Performance Data**

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

3.5 Rate Regulations

This section contains the specific regulations governing the rates and charges that apply for Dedicated Transport Service.

3.5.1 Recurring and Nonrecurring Charges

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

3.5.2 Minimum Periods

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

3.5.3 Moves

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

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

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

3.5.3.A Moves Within the Same Building

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

Competitive Access Provider Services Tariff

SECTION 3 - DEDICATED TRANSPORT SERVICE (Cont'd)

3.5 Rate Regulations (Cont'd)**3.5.3 Moves (Cont'd)****3.5.3.B Moves to a Different Building**

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

3.5.4 Installation of Optional Features

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

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

3.5.5 Service Rearrangements

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

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

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

Competitive Access Provider Services Tariff

SECTION 3 - DEDICATED TRANSPORT SERVICE (Cont'd)**3.5 Rate Regulations (Cont'd)****3.5.6 Calculation of Mileage**

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

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

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

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

Example: The rate distance is required between Philadelphia and Allentown.

	V	H
Philadelphia	5251	1458
Allentown	5166	1585
difference	85	127
squared	7225	+ 16129 = 23354

$$23354/10 = \sqrt{2335} = 48.3 = 49 \text{ airline miles}$$

Competitive Access Provider Services Tariff

SECTION 3 - DEDICATED TRANSPORT SERVICE (Cont'd)

3.6 Service Descriptions**3.6.1 Wideband Digital Data Service (1.544 Mbps)**

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

3.6.1.A Rate Descriptions

There are three basic rate elements which apply to WDDS:

- Local Channel
- Interoffice Channel
- Additional Features

3.6.1.A.1 Local Channel

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

3.6.1.A.2 Interoffice Channel

The Interoffice Channel is defined as the component of the service between two Company (or Company provider's) serving wire centers, or between a serving wire center and a Company-designated digital hub.

There is a fixed element as well as a mileage-sensitive element. The mileage-sensitive component is based on the airline miles between serving wire centers (or digital hubs) with fractional miles rounded to the next whole mile.

3.6.1.A.3 Additional Features

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

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SECTION 3 - DEDICATED TRANSPORT SERVICE (Cont'd)

3.6 Service Descriptions (Cont'd)

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SECTION 3 - DEDICATED TRANSPORT SERVICE (Cont'd)

3.6 Service Descriptions (Cont'd)

[Reserved for Future Use]

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SECTION 3 - DEDICATED TRANSPORT SERVICE (Cont'd)

3.6 Service Descriptions (Cont'd)

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SECTION 3 - DEDICATED TRANSPORT SERVICE (Cont'd)**3.7 Rates****3.7.1 Wideband Digital Data Service (1.544 Mbps)**

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

Competitive Access Provider Services Tariff

SECTION 4 - MISCELLANEOUS CHARGES

4.1 Service Transfer Charges**4.1.1 Description**

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

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

4.1.2 Rate Elements

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

Competitive Access Provider Services Tariff

SECTION 5 - SPECIAL ARRANGEMENTS

5.1 Promotional Offerings

The Company, from time to time, may make promotional offerings of its services which may include waiving or reducing the applicable recurring and nonrecurring charges of the promoted service. The promotional offerings may be limited as to the duration, the date and times of the offerings and the locations where the offerings are made. The Company shall disclose the promotion and post-promotion price to the customer at the time of offering the promotional price and service. The Company shall notify each participating customers when the promotional offering expires and limit promotions to a duration of no longer than six (6) months (out of each 12-month period). All customers shall be eligible for promotions where facilities and billing capabilities permit.

Promotions will be filed with the Ohio Public Utility Commission as letter supplements to the Company's tariff to be effective on ten (10) day's notice.

5.2 Individual Case Basis (ICB) Arrangements

Arrangements will be developed on a case-by-case basis in response to a bona-fide request from a Customer or prospective Customer to develop a competitive bid for a service offered under this tariff. Rates quoted in response to such competitive requests may be different than those specified for such service in this tariff. ICB rates will offered to the Customer in writing and on a non-discriminatory basis based on the following:

- 5.2.1** ICB arrangements shall be made available only to customers who generate (r commit to) and maintain \$40,000 or more in annual Company total billed revenue.
- 5.2.2** ICB arrangements shall be filed with the Commission under Proprietary Seal to be effective on one day's notice.
- 5.2.3** ICB rates shall be filed with the Commission for public inspection.