

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

In the Matter of the Application of <u>Telecom Ventures, LLC</u> to remove Section 8 from Current PUCO Tariff 1 and introduce a new Carrier-to-Carrier Tariff listed as PUCO Tariff No. 2	) ) ) )	TRF Docket No. <u>90-9237-TP-TRF</u> Case No. <b>09-0697-TP-ATA</b> <b>NOTE: Unless you have reserved a Case # or are filing a Contract,</b> <b>Leave the "Case No." fields BLANK</b>
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Name of Registrant(s) <u>Telecom Ventures, LLC</u>		
DBA(s) of Registrant(s) _____		
Address of Registrant(s) <u>921 Eastwind Dr, Suite 104, Westerville, Ohio 41031</u>		
Company Web Address <u>www.coi.net</u>		
Regulatory Contact Person(s) <u>Pamela Engle</u>	Phone: <u>614-901-7091</u>	Fax: <u>614-882-4004</u>
Regulatory Contact Person's Email Address <u>pamela.engle@coi.net</u>		
Contact Person for Annual Report <u>PJ Moody</u>		Phone: <u>614-882-2030</u>
Address (if different from above) _____		
Consumer Contact Information <u>Linda Smith</u>		Phone: <u>614-882-2030</u>
Address (if different from above) _____		

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

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

**Section I – Pursuant to chapter [4901:11-6 OAC](#) – Part I – Please indicate the Carrier Type and the reason for submitting this form by checking the boxes below. MCRS providers: Please see the bottom of Section II.**

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

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

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

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

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

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

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

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

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

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

### Section III – Attestation

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

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#### **AFFIDAVIT**

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

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

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

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

Executed on (Date) August 7, 2009.

at (Location) 921 Eastwind Dr, Ste 104, Westerville, OH 43081

\*(Signature and Title) /s/ Pamela K. Engle  
Regulatory Manager

(Date) August 7, 2009

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

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#### **VERIFICATION**

I, Pamela K. Engle

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

\*(Signature and Title) /s/ Pamela K. Engle Regulatory Manager

(Date) August 7, 2009

*\*Verification is required for every filing. It may be signed by counsel or an officer of the applicant or an authorized agent of the applicant.*

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*Send your completed Application form, including all required attachment as well as the required number of copies, to:*

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

*Or*

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

**Exhibit A**  
**Current Pages**  
**Telecom Ventures, LLC**  
**90-9237-TP-TRF**  
**09-0696-TP-ATA**

**August 7, 2009**

**8.0 ACCESS SERVICE****8.1 Application of Tariff**

This tariff Section 8 applies to Special and Switched Access Services within the State of Ohio in the Counties of:

**8.2 Explanation of Symbols**

Revisions of this tariff are coded through the use of symbols. These symbols appear in the right margin of the sheet. The symbols and their meanings are:

- (C) To signify a "Change" in regulation
- (D) To signify a rate "Deletion"
- (I) To signify a rate "Increase"
- (M) To signify a "Move" in location of the text
- (N) To signify a "New" rate or regulation
- (R) To signify a rate "Reduction"
- (T) To signify a change in "Text" or regulation but no change in rates.

**8.3 Definitions**

Access: A connection between a Customer Premises and a Point of Presence of an Interchange Company for the transmission of voice, data or video/image information.

Advance Payment: Part or all of a payment required before the start of service.

Automatic Number Identification (ANI): Allows the automatic transmission of a caller's billing account telephone number to a local exchange company, interexchange carriers, or a third party subscriber. The primary purpose of ANI is to allow for the billing of toll calls.

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

Company: TELECOM VENTURES, LLC, an Ohio Corporation.

Customer: The person, firm or corporation, which orders service and is responsible for the payment of charges and compliance with the Company's regulations.

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

Duplex Service: Service which provides for simultaneous transmission in both directions.

**8.0     ACCESS SERVICE** (cont'd)**8.3     Definitions** (cont'd)

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): Denotes service provided and performed by the Company involving special engineering, design, programming, development, or production activities to provide services not otherwise provided under this tariff. Rates and charges are developed based on the specific circumstances of the case.

IntraLATA Service: Service which originates and terminates within the same Local Access Transport Area (LATA).

InterLATA Service: Service which originates within one Local Access Transport Area (LATA) and terminates in a different LATA.

Kbps: Kilobits per second, denotes thousands of bits per second.

LATA: A Local Access and Transport Area established pursuant to the Modification of Final Judgement 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.

Local Access: Local Access means the connection between a Customer Premises and Company Point of Presence.

Mbps: Megabits, denotes millions of bits per second.

Multi-Frequency or (MF): An intermachine pulse-type used for signaling between telephone switches or between telephone switches and PBX/Key systems.

Network: the Company's network utilizing Embarq United loops.

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

Node: The Company office where all Customer facilities are terminated for purposes of interconnection to trunks and/or cross-connection to distant ends.

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

PIU: Percent Interstate Usage

Point to Point Service: Point to Point Service is an unswitched full time transmission service utilizing the Company's facilities to connect two or more Customer designated locations.

Premises: The space occupied by a Customer or authorized user in a building or buildings or contiguous property (except railroad right-of-way, etc.) not separated by a highway.

**8.0     ACCESS SERVICE** (cont'd)**8.3     Definitions** (cont'd)

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

Service Commencement Date: The date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order of this Tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The parties may mutually agree on a substitute Service Commencement Date.

Service Order: The written request for Network Services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

Service: The Company's telecommunications access service offered on the Company's network.

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

**8.4     Regulations****8.4.1     Undertaking of the Company**

Access Services consist of furnishing communications service in connection with one-way and/or two-way information transmission between points within Ohio, under the terms of this tariff.

**A)     Shortage of Equipment or Facilities**

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

**B)     Terms and Conditions**

- 1)     Except as otherwise provided herein, service is provided on the basis of a minimum period of at least one month and shall continue to be provided until cancelled by the Customer, in writing, on not less than 30 days notice. For the purpose of computing charges in this tariff, a month is considered to have 30 days.

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**8.0**     **ACCESS SERVICE** (cont'd)

**8.4**     **Regulations** (cont'd)

8.4.1    **Undertaking of the Company** (cont'd)

B)       **Terms and Conditions** (cont'd)

- 2)       Customers may be required to enter into written Service Orders which shall contain or reference the name of the Customer, a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. The Customer will also be required to execute any other documents as may be reasonable requested by the Company.
- 3)       At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon 30 days written notice. Any termination shall not relieve customer of its obligation to pay any charges incurred under the service order and this tariff prior to terminations. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- 4)       In any action between the parties to enforce any provision of this tariff, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.
- 5)       Service may be terminated upon written notice to the customer if:
  - a)      the Customer is using the service in violation of this tariff, or
  - b)      the Customer is using the service in violation of the law.
- 6)       this tariff shall be interpreted and governed by the laws of the State of Ohio without regard for its choice of law provision.
- 7)       the Customer agrees to operate Company-provided equipment in accordance with instructions of the Company or its agent. Failure to do so will void company liability for interruption of service and may make the customer responsible for damage to equipment pursuant to Section 8.4.1 (B)(8) below.
- 8)       the Customer agrees to return to the Company all Company-provided equipment delivered to the Customer within five (5) days of termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to the customer, except for normal wear and tear.

Customer agrees to reimburse the Company, upon demand, for any reasonable costs incurred by the Company due to the Customer's failure to comply with this provision.



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**8.0**     **ACCESS SERVICE** (cont'd)

**8.4**     **Regulations** (cont'd)

8.4.1    **Undertaking of the Company** (cont'd)

C)     **Liability of the Company**

If a complaint is made at the PUCO, The Commission will determine Company liability in specific cases.

- 1)     The liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts or omission, shall be limited to the extension of allowance for interruptions as set forth in 8.4.6 following. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to the Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.
- 2)     The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: Commission approved acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lockouts, work stoppages, or other labor difficulties.
- 3)     The Company shall not be liable for (a) any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for interconnection with Network Services; or (b) for the acts or omissions of common carriers or warehousemen.
- 4)     The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.
- 5)     The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other actions, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section as a condition precedent to such installations.

**8.0**     **ACCESS SERVICE** (cont'd)

**8.4**     **Regulations** (cont'd)

8.4.1    **Undertaking of the Company** (cont'd)

C)       **Liability of the Company** (cont'd)

- 6)       The Company is not liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company's agents or employees.
- 7)       Notwithstanding the Customer's obligations as set forth in Section 8.4.3 below, the Company shall be indemnified, defended and held harmless by the Customer, or by others authorized by it to use the service, against any claim, loss or damage arising from Customers use of services furnished under this tariff, including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the material, data, information, or other content transmitted via the Company's service; and patent infringement claims arising from combining or connecting the service offered by the Company with apparatus and systems of the Customer or others, in connection with any service provided by the Company pursuant to this tariff.
- 8)       The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid Company by Customer for the specific services giving rise to the claim. No action or proceeding against the Company shall be commenced more than one year after the service is rendered.
- 9)       THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.
- 10)      The Company's liability for willful misconduct, if established as a result of judicial or administrative proceedings, is not limited by this tariff. With respect to any other claim or suit, by a Customer or by any others, for damages associated with the ordering (including the reservation of any specific number for use with a service), installation (including delays thereof), provision, termination, maintenance, repair interruption or restoration of any service or facilities offered under this tariff, and subject to the provisions of Section 8.4.6 following, the Company's liability, if any shall be limited as provided herein.
- 11)      the Company shall be indemnified and held harmless by the End User against any claim, loss, or damage arising from the End User's use of services offered under this tariff including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the End User's own communications; patent infringement claims arising from the End User's combining or connecting the service offered by the Company with facilities or equipment furnished by the End User of another Interexchange Carrier, or all other claims arising out of any act or omission of the End User in connection with any service provided pursuant to this tariff.

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**8.0**     **ACCESS SERVICE** (cont'd)

**8.4**     **Regulations** (cont'd)

8.4.1    Undertaking of the Company (cont'd)

C)       Liability of the Company (cont'd)

- 12)      The Company does not guarantee nor make any warranty with respect to service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations. The Customer and End User shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other actions, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to, or death of, any person or persons, or for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of service furnished by the Company at such locations.
- 13)      The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies, for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as its agent, to the Company's Network. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the Customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with the Company's service, that the signals emitted into the Company's Network are of the proper mode, band-width, power, data speed, and signal level for the intended use of the Customer and in compliance with the criteria set forth in Section 8.4.1(F) following, and that the signals do not damage Company equipment, injure its personnel or degrade service to other Customers. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Company equipment, personnel, or the quality of service to other Customer, the Company, may, upon written notice, require the use of protective equipment at the Customer's expense.
- 14)      The Company shall not be liable for any act or omission concerning the implementation of presubscription, as defined herein.

D)       Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but may affect many Customer's services. No Specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

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**8.0**     **ACCESS SERVICE** (cont'd)

**8.4**     **Regulations** (cont'd)

8.4.1    **Undertaking of the Company** (cont'd)

E)       **Provisions of Equipment and Facilities**

- 1)       The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- 2)       The Company shall use reasonable efforts to maintain facilities and equipment that it furnishes to the Customer. The Customer may not, nor may Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company except upon the written consent of the Company.
- 3)       The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- 4)       Equipment the Company provides or installs at the Customer Premises for use in connections with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.
- 5)       The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the Premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.
- 6)       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 the Customer provided equipment or for the quality of, or defects in, such transmission; or
  - b)       the reception of signals by Customer provided equipment.
- 7)       The Company reserves the reasonable right to assign, designate or change telephone numbers, any other call number designations associated with access services, or the company serving central office prefixes associated with such number, when necessary in the conduct of its business.

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**8.0**     **ACCESS SERVICE** (cont'd)

**8.4**     **Regulations** (cont'd)

8.4.1    **Undertaking of the Company** (cont'd)

F)     **Nonroutine Installation**

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

G)     **Special Construction**

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

- 1)     where facilities are not presently available, and there is not other requirement for the facilities so constructed;
- 2)     of a type other than that which the Company would normally utilize in the furnishing of its services;
- 3)     over a route other than that which the Company would normally utilize in the furnishing of its services;
- 4)     in a quantity greater than that which the Company would normally construct;
- 5)     on an expedited basis;
- 6)     on a temporary basis until permanent facilities are available; involving abnormal costs; or in advance of its normal construction.

Special construction charges will be determined as described in Section 8.8.1(B) following.

H)     **Ownership of Facilities**

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

8.4.2    **Prohibited Uses**

- A)     The services the company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, license, consents and permits.

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**8.0**     **ACCESS SERVICE** (cont'd)

**8.4**     **Regulations** (cont'd)

8.4.2     **Prohibited Uses** (cont'd)

- B)     The Company may require applicants for service who intend to use the Company offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and PUC regulations, policies, orders, and decisions.
- C)     The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

8.4.3     **Obligations to the Customer**

- A)     The Customer shall be responsible for:
  - 1)     the payment of all applicable charges pursuant to this tariff;
  - 2)     damage to or loss of Company facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
  - 3)     providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer Premises, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
  - 4)     obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of cable and associated equipment used to provide Network Services to the Customer from the Company's designated point of termination or property line to the location of the equipment space described in (3) preceding. Any costs associated with the obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of Company provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer;
  - 5)     providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which the Company employees and agents shall be installing or maintaining Company facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment with a hazardous area if, in the Company opinion, injury or damage to Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g., friable asbestos) prior to any construction or installation work;

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**8.0**     **ACCESS SERVICE** (cont'd)

**8.4**     **Regulations** (cont'd)

8.4.3    **Obligations to the Customer**

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

- 6)       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 the Company facilities and equipment in any Customer premises or the right-of-way for which Customer is responsible under Section (4) preceding; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company; and
- 7)       not creating or allowing to be placed any liens or other encumbrances on Company equipment or facilities.

B)       **Claims**

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

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

C)       **Jurisdictional Reporting**

The jurisdictional reporting requirements will be as specified below. When a Customer orders Access Service, its projected Percent Interstate Usage (PIU) must be provided in whole numbers to the Company. These whole number percentages will be used by the Company to apportion the use and/or charges between interstate and intrastate until a revised report is received as set forth herein.

The jurisdictional reporting requirements will be as specified below. When a Customer orders Access Service, its projected Percent Interstate Usage (PIU) must be provided in whole numbers to the Company. These whole number percentages will be used by the Company to apportion the use and/or charges between interstate and intrastate until a revised report is received as set forth herein.

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**8.0**     **ACCESS SERVICE** (cont'd)

**8.4**     **Regulations** (cont'd)

8.4.3    **Obligations to the Customer** (cont'd)

C)       **Jurisdictional Reporting**(cont'd)

1)       **Originating Access**

Originating access minutes may be based on traffic originating at the State, LATA or local Switching Center level, provided that the traffic being measured is only traffic originating from the Company Local Switching Center(s). The Customer must provide the Company with a projected PIU factor on a quarterly basis, as specified below. Originating access minutes will be measured as follows, based on type of access:

- a) For Feature Group D Switched Access Service(s), as defined in Section 8.7.2(A), where the Company can determine jurisdiction by its call detail, the projected Percent Interstate Usage (PIU) will be developed by the Company on a quarterly basis by dividing the measured interstate originating access minutes by the total originating access minutes.
- b) For Feature Group D with 950 Access, as defined in Section 8.7.5(C)(1), the Customer must provide the Company with a projected PIU factor by supplying the Company with an interstate percentage of originating access minutes.
- c) For 500, 700, 800/888, calling card and operator service access, the Customer must provide the Company with a projected PIU factor for each type of access. The Customer who provides a PIU factor shall supply the Company with an interstate percentage of originating access minutes.
- d) If no PIU for originating minutes is submitted as specified herein, then the projected PIU will be set on a default basis of 85 percent interstate traffic and 25 percent intrastate traffic.

2)       **Terminating Access**

For Feature Group D Switched Access Service(s), the Customer must provide the company with a projected PIU factor by supplying the Company with an interstate percentage of terminating access minutes on a quarterly basis, as described in Section 8.4.3(C)(3) following. If no projected PIU factor is submitted by the Customer, then the projected PIU will be set on a default basis of 85 percent interstate traffic and 15 percent intrastate traffic.

- 3) Except where the Company measured access minutes are used as set forth in (1) preceding, the Customer reported projected PIU factor as set forth above will be used until the Customer reports a different projected PIU factor, as set forth below. The revised report will serve as the basis for future billing and will be effective on the next bill date.



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**8.0**     **ACCESS SERVICE** (cont'd)

**8.4**     **Regulations** (cont'd)

8.4.3     **Obligations to the Customer** (cont'd)

C)     **Jurisdictional Reporting** (cont'd)

- 4)     Effective on the first of January, April, July and October of each year the Customer shall update its interstate and intrastate jurisdictional report. The Customer shall forward to the Company, to be received no than 15 days after first of such month, a revised report showing the interstate and intrastate percentage of use for the past three months ending the last day of December, March, June and September, respectively, for each service arranged for interstate use, based solely on the traffic originating from or terminating to the Company Local Switching Center. The revised report will serve as the basis for the next three months billing and will be effective on the bill date for that service. If the Customer does not supply the reports for those services where reports are needed, the Company will assume the percentage to be the same as that provided previously. For those cases in which a quarterly report has never been received from the Customer, the Company will assume the percentages to be the same as those provided in the Access Service Request.

5)     **Jurisdictional Reports Verification:**

For Switched Access Service, if a billing dispute arises or a regulatory commission questions the projected PIU factor, the customer will provide the data issued to determine the projected PIU factor. The Customer will supply the data within 30 days of the Company request.

The Customer shall keep records of call detail from which the percentage of interstate and intrastate use can be ascertained and, upon request of the Company, shall make the records available for inspection as reasonably necessary for purposes of verification of the percentages. The Company reserves the right to conduct an audit at any time during the year. The Customer, at its own expense, has the right to retain an independent auditing firm.

For Special Access Service, if a billing dispute arises or a regulatory commission questions the projected PIU factor, the Company will ask the Customer to provide the data the Customer used to determine the certified interstate percentage. The Customer shall supply the data within 30 days of the Company request. The Customer shall keep records of system design and functions from which the percentage was determined, and, upon request of the Company, shall make the records available for inspection as reasonably necessary for purposes of verifications of the percentages

8.4.4     **Customer Equipment and Channels**

A)     **In General**

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

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**8.0**     **ACCESS SERVICE** (cont'd)

**8.4**     **Regulations** (cont'd)

8.4.4    **Customer Equipment and Channels**(cont'd)

B)       **Station Equipment**

Facilities and equipment to Company-owned facilities and equipment.

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

C)       **Interconnection of Facilities**

- 1)       Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Network Services and the channels, facilities, or equipment of others, including Channel Service Units ("CSU") shall be provided at the Customer's expense.
- 2)       Access Services may be connected to the services or facilities of other communications companies only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications companies which are applicable to such connections.

D)       **Inspection and Testing**

- 1)       Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 8.4.4(D)(2) following, for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer provided equipment.
- 2)       If the protective requirements for Customer provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action and request that the Customer notify the Company of the action taken. If the Customer fails to take the corrective action requested, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

**8.0**     **ACCESS SERVICE** (cont'd)

**8.4**     **Regulations** (cont'd)

8.4.5    **Payment Arrangements**

A)       **Payment for Service**

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer.

1)       **Taxes**

The Customer is responsible for the payment of all state, local and E911 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 the 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 under the appropriate local competition procedures required by the Commission. The Company shall comply with Commission procedures by sending notice to all customers informing them of the new line item charges.

B)       **Billing and Collection of Charges**

The Customer is responsible for payment of all charges incurred by the Customer or other users for services and facilities furnished to the Customer by the Company.

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

- 1)       Non-recurring charges are due and payable within 14 days after the date an invoice is mailed to the Customer by the Company.
- 2)       The company shall present invoices for non-usage sensitive Recurring Charges monthly to the Customer, in advance of the month in which service is to be provided, and invoices for usage sensitive charges monthly to the Customer subsequent to the usage. Recurring and usage sensitive charges shall be due and payable within 14 days after the invoice date.
- 3)       When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.

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**8.0**     **ACCESS SERVICE** (cont'd)

**8.4**     **Regulations** (cont'd)

8.4.5    **Payment Arrangements** (cont'd)

B)       **Billing and Collection of Charges** (cont'd)

- 4)       Billing of the Customer by the Company will begin on the Service Commencement Day, which is the date on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- 5)       If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available, 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 due date, multiplied by a late factor of 1.5%.
- 6)       **Ordering, Rating and Billing Access Services Where More Than 1 Exchange Carrier is Involved**

All Recurring and Non-Recurring Charges for services provided by each Exchange Carrier are billed under each Company's applicable tariffs. Under a Meet Point Billing arrangement, the Company will bill for charges for traffic carried between the Company Local Switching Center and the End User and for the portion of any transport facilities provided by the Company between the Customer's location and the Company's local switching center.

The multiple billing arrangement described in this section is subject to the provisions of the Multiple Exchange Carrier Access Billing Guidelines (MECAB) and the Multiple Exchange Carrier Ordering and Design Guidelines (MECOD).

The Company must notify the Customer of: 1) the meet point option that will be used; 2) the Carrier(s) that will render the bill(s); 3) the Carrier(s) to whom payment should be remitted; and 4) the Carrier(s) that will provide the bill inquiry function. the Company shall provide such notification at the time orders are place for Access Service. Additionally, the Company shall provide this notice in writing 15 days in advance of any changes in the arrangement.

The Company will handle the ordering, rating and billing of Access Services under this tariff where more than one Exchange Carrier is involved in the provision of Access Services as follows:

- a)       The Company must receive an order for Feature Group D (FGD) Switched Access Service, as defined herein, ordered to the Company's Local Switching Center through a switch operated by another Exchange Carrier.

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**8.0**     **ACCESS SERVICE** (cont'd)

**8.4**     **Regulations** (cont'd)

8.4.5    Payment Arrangements (cont'd)

B)       Billing and Collection of Charges (cont'd)

6)       Ordering, Rating and Billing ... (cont'd)

- b)    In addition, for FGD Switched Access Service ordered to the Company's Local Switching Center through a switch operated by another Exchange Carrier with whom the Company has an agreement, the Customer may be required to submit an order as specified by the Exchange Carrier which operates the switch.
- c)    Separate bills will be rendered by the Exchange Carrier for FGD access service.
- d)    Rating and Billing of Service

Each Company will provide its portion of access service based on the regulations, rates and charges contained in its respective Access Service tariff, subject to the following rules, as appropriate:

- i)    The application of non-distance sensitive rate elements varies according to the rate structure and the location of the facilities involved:
  - Aa)   when rates and charges are listed on a per minute basis, the Company's rates and charges will apply to traffic originating from the Customer's Premises and terminating at the End User's Premises, and vice versa.

C)       Advance Payments

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one month's charges for the service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated nonrecurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill. An advance payment may be required in addition to a deposit.

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**8.0**     **ACCESS SERVICE** (cont'd)

**8.4**     **Regulations** (cont'd)

8.4.5     **Payment Arrangements** (cont'd)

D)     **Deposits**

- 1)     To safeguard its interest, the Company may require a Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to:
  - a)     two month's charges for a service or facility which has a minimum payment period of one month; or
  - b)     the charges that would apply for the minimum payment period for a service or facility which has a minimum payment period of more than one month; except that the deposit may include an additional amount in the event that a termination charge is applicable. At the Company's option, such deposit may be refunded to the Customer's account at any time. Also, the Company reserves the right to cease accepting and processing Service Orders after it has requested a security deposit and prior to the Customer's compliance with this request.
- 2)     A deposit may be required in addition to an advance payment.
- 3)     When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account.
- 4)     Deposits held will accrue interest at the fixed rate specified by Rule 4901:1-17-05 of the Ohio Administrative Code.

E)     **Discontinuance of Service**

- 1)     Upon nonpayment of any amount owing the Company, the Company may, by giving requisite prior written notice to the Customer, discontinue or suspend service without incurring any liability.
- 2)     Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 30 days prior written notice to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- 3)     Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or is a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.

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**8.0**     **ACCESS SERVICE** (cont'd)

**8.4**     **Regulations** (cont'd)

8.4.5   Payment Arrangements (cont'd)

E)     Discontinuance of Service

- 4)     Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.
- 5)     Upon the Company's discontinuance of service to the Customer under Section (1) or (2), the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable.
- 6)     When Access Service is provided by more than one Company, the companies involved in providing the joint service may individually or collectively deny service to a Customer for non-payment. Where the Company(s) affected by the non-payment is incapable of effecting discontinuance of service without cooperation from the other joint providers of Switched Access Service, such other Company(s) will, if technically feasible, assist in denying the joint service to the Customer. Service denial for such joint service will only include calls originating or terminating within, or transiting, the operating territory of the Company initiating the service denial for non-payment. When more than one of the joint providers must deny service to effectuate termination for non-payment, in cases where a conflict exists in the applicable tariff provisions, the tariff regulations of the company whose Local Switching Center serves the Customer shall apply for joint service discontinuance.
- 7)     The Company may discontinue the furnishing of any and/or all services(s) to a Customer, without incurring any liability.
  - a)     Immediately and without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services. The company may discontinue service pursuant to this sub-section 8.4.5(D)(8)(a)(i - vi), if:
    - i)     The Customer refuses to furnish information to the Company regarding the Customer's credit-worthiness, its past or current use of Common Carrier communications services or its planned use of service(s); or
    - ii)    The Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of Common Carrier communications services, or its planned use of the Company's service(s); or

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**8.0**     **ACCESS SERVICE** (cont'd)

**8.4**     **Regulations** (cont'd)

8.4.5     **Payment Arrangements** (cont'd)

E)     **Discontinuance of Service** (cont'd)

7)     (cont'd).

a) (cont'd)

iii) The Customer states that it will not comply with a request of the Company for security for the payment for service(s) in accordance with Section 8.4.4(A) preceding; or

iv) The Customer has been given written notice by the Company of any past due amount (which remains unpaid in whole or in part) for any of the Company's other Common Carrier communications services to which the Customer either subscribes or had subscribed or used; or

v) The Customer uses service to transmit a message, locate a person or otherwise give or obtain information without payment for the service; or

vi) The Customer uses, or attempts to use, service with the intent to avoid the payment, either in whole or in part, of the tariffed charges for the service by:

Aa) Using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this tariff; or

Ab) Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or

Ac) Any other fraudulent means or devices.

b) Immediately upon requisite notice to the Customer, after failure of the Customer to comply with a request made by the Company for security for the payment of service in accordance with Section 8.4.5(D) preceding; or



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**8.0**     **ACCESS SERVICE** (cont'd)

**8.4**     **Regulations** (cont'd)

8.4.5     **Payment Arrangements** (cont'd)

E)     **Discontinuance of Service** (cont'd)

7)     The Company may discontinue (cont'd)

- c)     Immediately upon fourteen (14) days after sending the Customer written notice of noncompliance with any provision of this tariff if the noncompliance is not corrected within that fourteen (14) day period. The discontinuance of service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished up to the time of discontinuance.

F)     **Cancellation of Application for Service**

- 1)     Applications for service are not cancellable unless the company otherwise agrees. Where the Company permits Customer to cancel 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.
- 2)     Where the Company incurs any expense in connection with special construction, or where special arrangements for equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, supplies. In such case, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the construction or arrangements.
- 3)     The special charges described in Section 8.4.5(F)(3) will be calculated and applied on a case-by-case basis.

G)     **Changes in Service Requested**

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

8.4.6     **Allowances for Interruptions in Service**

Interruptions in service, which are not due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set for in 8.4.6(A) following for the part of the service that the interruption affects.

**8.0**     **ACCESS SERVICE** (cont'd)

**8.4**     **Regulations** (cont'd)

8.4.6    **Allowances for Interruptions in Service** (cont'd)

A)       **Credit for Interruptions**

- 1)       A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this tariff. A service is interrupted when it becomes inoperative to the customer, e.g. the customer is unable to transmit or receive. An interruption period begins when a Customer reports a service, facility or circuit to be interrupted and releases it for testing and repair. An interruption period ends when either the service, facility or circuit is repaired or operative. If the customer reports a service, facility or circuit to be interrupted, but declines to release it for testing and repair, it is considered to be impaired, but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.
- 2)       For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the rates specified thereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- 3)       A credit allowance will be given for interruptions of 15 minutes or more. Credit allowances shall be calculated as follows:

**Interruptions of 24 hours or less:**

<b>Length of Interruption</b>	<b>Period to be Credited</b>
Less than 15 minutes	None
15 minutes up to but not including 3 hours	1/10 day
3 hours up to but not including 6 hours	1/5 day
6 hours up to but not including 9 hours	2/5 day
9 hours up to but not including 12 hours	3/5 day
12 hours up to but not including 15 hours	4/5 day
15 hours up to but not including 24 hours	One Day

Two or more interruptions of 15 minutes or more during any 24-hour period shall be considered as one interruption.

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**8.0**     **ACCESS SERVICE** (cont'd)

**8.4**     **Regulations** (cont'd)

8.4.6     **Allowances for Interruptions in Service** (cont'd)

A)     **Credit for Interruptions** (cont'd)

- 4)     For Switched Access Service, no credit will be allowed for an interruption of less than 24 hours. After the first 24 hour period, a credit equal to 1/30 of the applicable recurring transport charges will be applied to each interruption which is in excess of 12 hours and up to 24 hours.

a)     **Interruptions Over 24 Hours and Less Than 72 Hours**

Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each 3 hour period or fraction thereof. No more than one full day's credit will be allowed for any period of 24 hours.

b)     **Interruptions Over 72 Hours**

Interruptions over 72 hours will be credited 2 days for each full 24 hour period. No more than 30 days credited will be allowed for any one month period.

B)     **Limitations on Allowances**

No credit allowance will be made for:

- 1)     interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer, authorized user, joint user, or other common company providing service connected to the service of the Company;
- 2)     interruptions due to the negligence of any person other than the common companies connected to the Company's facilities'
- 3)     interruptions due to the failure or malfunction of non-company equipment;
- 4)     interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- 5)     interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- 6)     interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements, and

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**8.0**     **ACCESS SERVICE** (cont'd)

**8.4**     **Regulations** (cont'd)

8.4.6     Allowances for Interruptions in Service(cont'd)

B)     Limitations on Allowances (cont'd)

7)     interruption of service due to circumstances or causes beyond the control of Company.

8)     Use of alternative service provided by the Company

Should the Customer elect to use an alternative service provided by the Company during the period that a service is interrupted, the Customer must pay the tariffed rates and charges for the alternative service used.

C)     Cancellation for Service Interruption

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of 8 hours or more or cumulative service credits equaling 16 hours in a continuous 12 month period. The right to cancel service under this provision applies only to the single circuit which has been subject to the outage or cumulative service credits.

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in 8.4.6 (A)), Customer agrees to pay to Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in Section 8.4.5 (B) 1) all Non-Recurring charges reasonable expended by Company to establish service to the Customer, plus 2) any disconnection, early cancellation or termination charges reasonable incurred by the Company on behalf of the customer, plus 3) all recurring charges specified in the applicable Service Order or Tariff for the balance of the then current term discounted at the prime rate announced in the Wall Street Journal on the date of cancellation.

8.4.7     Cancellation of Service

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 8.4.6(A) preceding), Customer agrees to pay to Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in Section 8.4.5(B) preceding:

A)     all Non-Recurring charges reasonable expended by Company to establish service to the customer, plus

B)     any disconnection, early cancellation or termination charges reasonable incurred by the Company on behalf of the customer; plus

C)     all recurring charges specified in the applicable Service Order or Tariff for the balance of the then current term discounted at the prime rate announced in the Wall Street Journal on the date of cancellation.

**8.0     ACCESS SERVICE** (cont'd)**8.4     Regulations** (cont'd)8.4.8     Transfers and Assignments

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

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

8.4.9     Notices and Communications

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

**8.5     Ordering Options for Switched and Special Access Service**8.5.1     General

This section sets forth the regulations and order related charges for Access Service Requests (ASR)'s for Switched and Special Access Service, as defined in this tariff. These charges are in addition to other applicable charges set forth in other sections of this tariff. In the absence of an ASR as described in Section 8.5.1(A), delivery of calls to, or acceptance of calls from, the Customer's End User locations via Company provided switched access services shall constitute an agreement by the Customer to purchase the Company's switched access service as described and priced herein.

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**8.0     ACCESS SERVICE** (cont'd)

**8.5     Ordering Options for Switched and Special Access Service** (cont'd)

8.5.1     General (cont'd)

A)     Ordering Conditions

All services offered under this section of this tariff will be ordered using ASR. The format 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 requesting service. When placing an order for Access Service, the Customer shall provide the following minimum information:

- 1)     Customer name and Premise(s) address(s);
- 2)     Billing name and address (when different from Customer name and address)
- 3)     Customer contact name(s) and telephone number(s) for the following provisioning activities
  - a)     order negotiating
  - b)     order confirmation
  - c)     interactive design
  - d)     installation
  - e)     billing

The order date (Application Date) is the date on which the Company receives a firm commitment and sufficient information from the Customer to allow processing of the ASR. The Customer is advised of the critical events in the provisioning process, the Plant Test Date and the Service Commencement Date, at the time the Company gives the Customer a Firm Order Confirmation (FOC). The FOC is forwarded to the Customer within 3 business days after the date on which all information needed to process the ASR has been received by the Company.

B)     Provision of Other Services

Unless other wise specified herein, all services offered under this Section in this tariff shall be ordered with an ASR.

With the agreement of the Company, other services may subsequently be added to the ASR at any time, up to and including the Service Date for the Access Service. When added subsequently, charges for a Design Charge as set forth in Section 8.8.3(B) will apply when an engineering review is required.

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**8.0     ACCESS SERVICE** (cont'd)

**8.5     Ordering Options for Switched and Special Access Service** (cont'd)

8.5.1     General (cont'd)

B)     Provision of Other Services(cont'd)

Additional Engineering is not an ordering options, but will be applied to an ASR when the Company determines that Additional Engineering is necessary to accommodate a Customer request. Additional Engineering will be provided by the Company at the request of the Customer only when a Customer requests additional technical information after the Company has already provided the technical information included on the Design Layout Report as set forth herein. The Customer will be notified when Additional Engineering is required, and will be furnished with a written statement setting forth the justification for the Additional Engineering as well as an estimate of the charges. If the Customer agrees to the Additional Engineering, a firm order will be established. If the Additional Engineering is required, the Customer may cancel the order and no charges will apply.

8.5.2     Access Order

An ASR is required by the Company to provide a Customer both Switched and Special Access Service, as described herein. An ASR will be required for each new similar service arrangement or group of common circuits.

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

When placing an order for either Direct Connect Service or Tandem Connect Service, as described in Sections 8.7.2(A) and 8.7.2(B), respectively, the Customer shall provide all standard ASR ordering information as specified in industry guidelines. The Customer will also be required to provide this information to order additional service for an existing service type. For new Customers ordering Tandem Connect Service, the Customer will only be required to complete an ASR for installation of new service.

A)     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.

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**8.0     ACCESS SERVICE** (cont'd)

**8.5     Ordering Options for Switched and Special Access Service** (cont'd)

8.5.2     Access Order (cont'd)

A)     Access Service Date Intervals (cont'd)

1)     Standard Interval

The Standard Interval for Switched and Special Access Service will be 10 business days from the Application Date. This interval only applies to standard service offerings for a Customer which is On-Net and at locations where there are pre-existing facilities to the Customer premises. Access Services provided under the Standard Interval will be installed during Company business hours.

2)     Negotiated Interval

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

- a)    The Customer requests a Service Date before or beyond the applicable Standard Interval Service Date; or
- b)    There is no existing facility connecting the Customer Premises with the Company; or
- c)    The Customer requests a service that is not considered by the Company to be a standard service offering (ex: if Additional Engineering is required to complete the order; or
- d)    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..



**8.0     ACCESS SERVICE** (cont'd)**8.5     Ordering Options for Switched and Special Access Service** (cont'd)8.5.2     Access Order (cont'd)B)     Access Service Request Modifications

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

Any increase in the number of Special Access Service Channels, Switched Access Service lines, trunks, transport facilities, Out of Band Signaling connections or any change in engineering or functionality of a service will be treated as a new ASR with a new Service Date Interval.

1)     Service Commencement Date Charges

ASR service dates for the installation of new services or rearrangement of existing services may be changed, but the new service date may not exceed the original Service commencement Date by more than 30 calendar days. when, for any reason, the Customer indicated that service cannot be accepted for a period not to exceed 30 calendar days, and the Company accordingly delays the start of service, a Service Change Charge will apply. In addition, when the Customer submits a request for a Service Date Change that is less than five business days from the date of notification by the Customer, a Service Date charge and an Expedite Charge will apply. No Expedited Charge will apply if the Customer requests a Service Date Change that is more than 5 business days from the date of request by the Customer but earlier than the original requested Service Commencement Date.

If the Customer requested service date is more than 30 calendar days after the original service date, the order will be cancelled by the Company on the 31<sup>st</sup> day. Appropriate cancellation charges will be applied. If the Customer still requires the service, the Customer must place a new ASR with the Company.

The Service Date Change Charge will apply on a per order, per occurrence basis for each service date changed. The applicable charges are set forth in Section 8.8.3 (B)(1).

2)     Design Change Charge

The Customer may request a Design Change to the service ordered. A Design Change is any change to an ASR which requires Engineering Review. An Engineering Review is a review by Company personnel of the service ordered and the requested changes to determine what change(s) in the design, if any, are necessary to meet the Customer's request.

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**8.0**     **ACCESS SERVICE** (cont'd)

**8.5**     **Ordering Options for Switched and Special Access Service** (cont'd)

8.5.2     Access Order (cont'd)

B)     Access Service Request Modifications (cont'd)

2)     Design Change Charge(cont'd)

Design Changes include such changes as the addition or deletion of optional features or functions, a change in the type of Transport Termination (Switched Access only) or type of Channel interface. Any other changes are not considered Design Changes for purpose of this subsection and will require issuance of a new ASR and the cancellation of the original ASR with appropriate cancellation charges applied.

The Design Change Charge will apply on a per order, per occurrence basis, for each order requiring a Design Change. the applicable charges, as set forth in Section 8.8.3(B)(2) following, are in addition to any Service Date Change charges that may apply.

3)     Expedited Order Charge

When placing an Access Order for service(s) for which a Standard Interval exists, a Customer may request a Service Commencement date that is earlier than the Standard Interval Service Date, in which case an Expedite Charge will apply. The Expedite Charge will not apply if the new Service Commencement Date is more than five days from the date of the request to the Company of the expedited order request. the request for an earlier service date may be received from the Customer prior to the service date. The Company has the exclusive right to accept or deny the Expedite Order request. However if, upon reviewing availability of equipment and scheduled work load, the Company agrees to provide service on an expedited basis and the Customer accepts the Company's proposal, an Expedite Charge will apply.

If the Company is subsequently unable to meet an agreed upon expedited service date, then the Expedite Charge will not apply.

In the event the Company provides service on an expedited basis on the Customer's request, and the Customer delays service or is not ready for delivery of service at the time of installation, a Service Date Change Charge will apply in addition to the Expedite Charge.

In the event that the Customer cancels an expedite request, the Expedite Charge will be added to any applicable Cancellation Charge specified herein.

In the event that the Customer requests a Service Date Change after the Company has received the original expedite request, the Expedite Charge will still apply.

An Expedite Charge will not be applied to orders expedited for Company reasons.

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**8.0     ACCESS SERVICE (cont'd)**

**8.5     Ordering Options for Switched and Special Access Service (cont'd)**

8.5.2     Access Order (cont'd)

B)     Access Service Request Modifications (cont'd)

3)     Expedited Order Charge (cont'd)

If costs other than additional administrative expenses are to be incurred when the Access Order is expedited, the regulations and charges for Special Construction as set forth in this tariff will apply.

the Expedited Order Charge will apply on a per order, per occurrence basis, as specified in Section 8.8.3(B)(3) following.

C)     Cancellation of an Access Service Request

A Customer may cancel an ASR for the installation of Switching Access Service at any time prior to notification by the Company that service is available for the Customer's use. The cancellation date is the date the Company receives written or verbal notice from the Customer that the order is to be cancelled. The verbal notice must be followed by written conformation within 10 days. A Customer may negotiate an extension of service date of an ASR for installation of new services or rearrangement of existing service, in which case a Service Date Change Charge will apply. However, the new service date cannot exceed the originally established service date by more than 30 calendar days. On the 31<sup>st</sup> day beyond the original service date, the ASR will be cancelled and the appropriate Cancellation Charge will be applied.

Except as stated herein, Cancellation Charges will apply as specified in Section 8.3.3(C) following.

If the cancellation occurs prior to the Company's receiving the ASR, no charges shall apply.

A Customer may cancel an ASR for the installation of Special Access Service without incurring a charge at any time prior to the acceptance of a Negotiated Interval Service Date by the Customer. Cancellation Charges will apply for Special Access Service if the Customer cancels more than 48 hours after the Application Date. Cancellation Charges for Expedited Orders will be applied for any order cancelled from the Application Date forward.

If the company misses a service date for a Standard or Negotiated interval Access Order by more than 30 days due to circumstances such as acts of God, governmental requirements, work stoppages and civil commotions, the Company shall not be liable for such delay and the Customer may cancel the ASR without incurring cancellation charges.

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**8.0     ACCESS SERVICE** (cont'd)

**8.5     Ordering Options for Switched and Special Access Service** (cont'd)

8.5.2     Access Order (cont'd)

D)     Minimum Period of Service

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

- 1)     The following changes will be treated as a discontinuance of the existing service and a request for installation of a new service. All associated Non-Recurring Charges will apply for the new service, and a new minimum period will be established:
  - a)     A change in the identity of the Customer of record;
  - b)     A move by the Customer to a different building;
  - c)     A change in type of service;
  - d)     A change in Switched Access Service Interface (i.e., DS1 or DS3);
  - e)     A change in Switched Access Service Traffic Type;
  - f)     A change in type of Special Access Service Channel Termination;
  - g)     A change from 2-point to multi-point Special Access Service.
- 2)     When Access Service is disconnected prior to the expiration of the minimum period, charges are applicable for the balance of the minimum period. The Minimum Period Charge for monthly billed services will be determined as follows:
  - a)     For Switched Access Service, the charge for a month or fraction thereof is the applicable minimum monthly charge for the capacity made available to the Customer.
  - b)     For Special Access Service facilities, the charge for a month or fraction thereof is the applicable monthly charge for the service as set forth in this tariff.
  - c)     All applicable Non-Recurring Charges for the service will be billed in addition to the Minimum Period Charge.

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**8.0     ACCESS SERVICE** (cont'd)

**8.6     Special Access**

8.6.1    General

Network Services consist of any of the services offered thereunder, either individually or in combination. Each service is offered independently of all others.

8.6.2    Transmission Service

- A)     Transmission Service is offered via the Company's facilities for the transmission of one-way and two-way communications.
- B)     Digital channels over the Company's Network are furnished for full-duplex transmission of digital signals at operating speeds as follows:

64 Kbps	(DS-0)
56 Kbps	(DS-OD)
18.2 Kbps	
8.6 Kbps	
4.8 Kbps	
2.4 Kbps	
1.544 Mbps	(DS-1)
44.736 Mbps	(DS-3)

Digital channels operating at speeds other than those listed above may be provided at the Company's option on an Individual Case Basis (ICB). The rates for the operating speeds outlined above are described in Section 8.6.2.

- C)     Digital Channels furnished by the Company at 1.544 Mbps, interconnections to such channels and equipment's interfacing to such channels shall meet the following characteristics:

Line Rate:	1.544 Mbps + 130 ppm
Line Code 1:	Bipolar Alternate Mark Inversion (AMI)
Line Code 2:	Bipolar 8 zero substitution (B8ZS)
Line Impedance:	100 ohms +/- 5% balanced
Jitter	The multiplexer will add not more than 0.3 time slot of rms Jitter to a DS1 signal when looped at the DS-3 point.

**8.0     ACCESS SERVICE** (cont'd)**8.6     Special Access** (cont'd)8.6.2     Transmission Service (cont'd)

- D)     Digital channels furnished by the Company at 44.736 Mbps, interconnection to such channels shall meet the following technical characteristics:

Line Rate:                      44.736 Mbps + 20 ppm

Line Code:                      Bipolar with 3 zero substitution (B3ZS)

Line Impedance:                75 ohms +/- 5% unbalanced

**8.7     Switched Access Service**8.7.1     General

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

Rates and charges are set forth in Section 8.8.3 following. The application of rates for Switched Access Service is described in Section 8.8.3(D) following.

8.7.2     Provision and Description of Switched Access Service Agreements

Switched Access Service is provided in the following service type(s):

A)     Feature Group D (FGD) Access

FGD Access, which is available to all customer, provides trunk-side access to Company Local Switching Center switches, with an associated uniform 101XXX Access Code for the Customer's use in originating and terminating communications. Basic FGD service will be provided with Multi-Frequency In Band Signaling). In addition, conventional Signaling for Direct Carrier Trunk Groups is available at the Customer's option. End Users of the Customer's service may also originate calls to certain FGD Access Customers without dialing the 101XXX Access Code if the End User is presubscribed, as described herein.

The Access Code for FGD switching is a uniform Access Code of the form 101XXX. A single Access Code will be the assigned number of all FGD access provided to the Customer by the Company. No Access Code is required for calls to a customer over FGD Switched Access Service if the End User's telephone Exchange service is arranged for presubscription to that Customer, as set forth herein.

**8.0 ACCESS SERVICE** (cont'd)

**8.7 Switched Access Service**

**8.7.2 Provision and Description of Switched Access Service Agreements** (cont'd)

**A) Feature Group D (FGD) Access** (cont'd)

Where no Access Code is required, the number dialed by the Customer's End User shall be a seven or ten digit number for calls in the North American Numbering Plan (NANP), except for 00-dialed calls which are routed to the predesignated Customer. For international calls outside the NANP, a seven to twelve digit number may be dialed. The form of the numbers dialed by the Customer's End User is NXX-XXXX, 0 OR 1+ NXX-XXXX, NPA + NXX-XXXX, 0 OR 1+ NPA + NXX-XXXX, and when the local Switching Center is equipped for International Direct Distance Dialing (IDDD), 01+CC+NN or 011 +CC + NN.

When the 10XXX Access Code is used, FGD switching also provides for dialing the digit 0 for access to the Customer's operator, 911 for access to the Company's emergency service, or the end of dialing digit (#) for cut-through access to the Customer's Premises.

In addition, End Users may originate calls by dialing the 950-XXXX Access Code specific to a particular Interchange Carrier, provided that the Interchange Carrier has subscribed to the Company's Feature Group D with 950 Access Common Switching Optional Feature. If the End User is presubscribed to that Interexchange Carrier, no Access Code is necessary.

**B) Manner of Provision**

Trunks used for Switched Access Service may be configured for one-way (either originating only or terminating only) or for two-way directionality. It is the Customer's responsibility to order a sufficient number of trunks of each type in order to meet its desired grad of service objective. At the Customer's request, the Company will assist the Customer in sizing Switched Access Trunk groups.

**C) Rate Categories**

The following rate categories apply to Switched Access Service:

- a) Direct Connect
  - b) Tandem Connect
  - c) 800 Data Base Access Service
  - d) Optional Features
- 1) Except as stated as follows, Tandem Connect Service is provided in conjunction with a tandem provider serving the area. Charges are computed in accordance with Section 8.4.5(B)(6) preceding (Ordering, Rating, and Billing of Access Services Where More Than One Exchange Telephone Company is involved).

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**8.0     ACCESS SERVICE** (cont'd)

**8.7     Switched Access Service** (cont'd)

8.7.2     Provision and Description of Switched Access Service Agreements (cont'd)

C)     Rate Categories (cont'd)

1)     (cont'd)

a)     Direct Connect

The Company will provide Direct connect, between the Customer's Premises and the Company's Local Switching Center switch(es). This transmission path is dedicated to the use of a single Customer. DS1, DS3, or higher facilities are available for Direct Connect Service. A DS1 facility is capable of transmitting electrical signals at a nominal 1.544 Mbps, with the capability to channelize up to 24 voice frequency transmission paths. A DS3 facility is capable of transmitting electrical signals at a nominal 44.736 Mbps, with the capability to channelize up to 672 simultaneous voice-frequency transmission paths. This Direct Connect rate category is comprised of a monthly Entrance Facilities charge and a per minute of use End Office switching charge as specified in Section 8.8.3(C)(4)(b) following.

b)     Tandem Connect

Tandem Connect consists of circuits from the point of interconnection with Customer's tandem provider to the Company's Local Switching Center. this Tandem Connect rate category is comprised of a Minutes of Use (MOU) based Local Switching and tandem switched transport charges.

c)     800 Database Access Service

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

The 800 Database charge, which consists of a single, fixed rate element, applies on a per query basis.



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**8.0**     **ACCESS SERVICE** (cont'd)

**8.7**     **Switched Access Service** (cont'd)

8.7.2   Provision and Description of Switched Access Service Agreements (cont'd)

C)     Rate Categories (cont'd)

1)     (cont'd)

d)     Switched Access Service Optional Features

i)     Nonchargeable Optional Features

Where transmission facilities permit, the Company will, at the option of the Customer, provide the following nonchargeable optional feature, in association with Switched Access Service.

Aa)   Supervisory Signaling

ii)    Chargeable Optional Features

Where transmission facilities permit, the Company will, at the option of the Customer, provide the following chargeable optional features, as described in Section 8.7.5(B) following, in association with Switched Access Service.

Aa)   800 Database Access Service Query

iii)   Feature Group D Optional Features

Following are the various optional features that are available in lieu of, or in addition to, the standard features provided with Feature Group D. Optional features are provided as Common Switching Optional Features as described in Section 8.7.5(B)(1) following.

iii)   Feature Group D Optional Features

Aa)   Common Switching Optional Features

- I)   Alternate Traffic Routing
- II)   Automatic Number Identification (ANI)
- III)   Cut-Through
- IV)   Service Class Routing
- V)   Feature Group D with 950 Access
- VI)   Called Directory Number Delivery
- VII)   Flexible Automatic Number Identification Delivery

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**8.0**     **ACCESS SERVICE** (cont'd)

**8.7**     **Switched Access Service** (cont'd)

8.7.2    **Provision and Description of Switched Access Service Agreements** (cont'd)

D)       **Billing Validation Service**

The Company shall arrange to have its billing validation data stored in one of the existing Line Information Databases (LIDB). It will be the responsibility of the Customer to identify this database through established industry procedures and to query the billing validation data in the LIDB. Based on the received query information, the LIDB will respond with an SS7 formatted confirmation of validity or denial for the requested billing option. Access to LIDB provides Customers with potential toll fraud detection.

The LIDB will contain a record for every working line number and Billed Number Group served by the Company.

The Company will update the LIDB information on a daily basis.

LIDB service is provided on an on-line, call-by-call basis. Company data accessed from the LIDB shall remain the sole property of the Company and may not be stored or reproduced by the customer for any reason.

The Company will have procedures in place to deactivate billing validation data in the event that it is being used fraudulently.

E)       **Design Layout Report**

At the request of the Customer, the Company will provide to the Customer the makeup of the facilities and services provided from the Customer's Premises to the first point of switching. This information will be provided in the form of a Design Layout Report. The Design Layout Report will be provided to the Customer at no charge.

F)       **Acceptance Testing**

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

G)       **Ordering Options and Conditions**

Access Service is ordered under the Access Order provisions set forth in Section 8.5.2 preceding. Also included in that section are other charges which may be associated with ordering Switched Access Service.

**8.0**     **ACCESS SERVICE** (cont'd)**8.7**     **Switched Access Service** (cont'd)8.7.2     Provision and Description of Switched Access Service Agreements (cont'd)H)     Competitive Pricing Arrangements

Competitive pricing arrangements for Local Transport - Entrance Facilities and Local Transport - Direct Trunked Transport can be furnished to meet the communications needs of specific Customers on a case-by-case basis under individual contracts. The competitive pricing arrangement contracts, once executed, will be filed with the Public Utilities Commission.

8.7.3     Obligations of the Company

In addition to the obligations of the Company set forth in other sections of this tariff, the Company has certain other obligations concerning the provision of Switched Access Service. These obligations are as follows:

A)     Network Management

The Company will administer its Network to insure the provision of acceptable service levels to all telecommunications users of the Company's Network Services. Generally, service levels are considered acceptable only when both End Users and Customers are able to establish connections with little or no delay encountered within the Company Network. The Company reserves the right to apply protective controls, (i.e., those actions, such as call gapping, which selectively cancel the completion of traffic), over an traffic carried over its Network, including that associated with a Customer's Switched Access Service. Generally, such protective measures would only be taken as a result of occurrences such as failure or overload of Company or Customer' facilities, natural disasters, mass calling or national security demands. The Customer will notify the Company of anticipated peaked services as stated below. Based on the information provided, the Company will work cooperatively with the customer to determine the appropriate level of control. In the event that the protective controls applied by the Company result in the complete loss of service by the Customer, the Customer will be granted a credit allowance for service interruption as set forth in Section 8.4.6 preceding.

When a Customer uses the Company's facilities to offer services for which a substantial call volume or peaked service is expected during a short period of time, the Customer must notify the Company at least 24 hours in advance of each peak period. For events scheduled during weekends or holidays, the Company must be notified no later than 5:00 p.m. local time the prior business day. Notification should include the nature, time, duration, and frequency of the event, an estimated call volume, and the NPA NXX and line number(s) to be used. On the basis of the information provided, the Company may invoke network management controls if required to reduce the probability of excessive Network congestion. The Company will work cooperatively with the Customer to determine the appropriate level of such control. Failure to provide prescribed notification may result in Customer caused Network congestion, which could result in discontinuance of service under Section 8.4.5(E) and/or damages under Section 8.4.1(D) preceding.

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**8.0**     **ACCESS SERVICE** (cont'd)

**8.7**     **Switched Access Service** (cont'd)

8.7.4     **Obligations of the Customer**

In addition to obligations specified elsewhere in this tariff, the Customer has certain specific obligations pertaining to the use of Switched Access Service as follows:

A)     **Report Requirements**

When a Customer orders Switched Access Service for both interstate and intrastate use, the Customer is responsible for providing Jurisdictional Reports as set forth in Section 8.4.3(C) preceding. Charges will be apportioned in accordance with those reports. The method to be used for determining the intrastate charges is set forth herein.

B)     **Supervisory Signaling**

The Customer's facilities at the premises of the ordering Customer shall provide the necessary On-Hook, Off-Hook answer and disconnect supervision.

C)     **Design of Switched Access Services**

It is the Customer's responsibility to assure that sufficient Access Services have been ordered to handle its traffic.

8.7.5     **Switched Access Optional Features**

Following are descriptions of the various optional features that are available in lieu of, or in addition to , the standard features provided with the Feature Groups for Switched Access Service.

A)     **Nonchargeable Optional Feature**

1)     **Supervisory Signaling**

Where the transmission parameters permit, and where signaling conversion is required by the Customer to meet its signaling capacity, the Customer may order an optional supervisory signaling arrangement in the form of Multi-frequency (MF) Signaling for each transmission path.

B)     **Chargeable Option Features**

1)     **800 Database Access Service**

The Customer will be charged a per query based on a query of the 800-NXX-XXXX dialed and/or delivered to the Customer in conjunction with 800 Data Base Access Service.

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**8.0     ACCESS SERVICE** (cont'd)

**8.7     Switched Access Service** (cont'd)

8.7.5     Switched Access Optional Features

C)     Feature Group D Optional Features

1)     Alternate Traffic Routing

This option provides the capability of directing originating traffic from a Local Switching Center to a direct access Trunk group, with additional traffic overflowing to the access tandem Trunk Group and then to a Customer designated Premises. Multiple Customer Premises Alternate Routing is available where originating traffic from a Local Switching Center is directed via a Trunk group to a Customer designated Premises until that group is fully loaded, and then additional originating traffic from the same Local Switching Center or access tandem is delivered via a different Trunk group to a second Customer designated Premise. The Customer shall specify the last Trunk CCS desired for the high use group.

2)     Automatic Number Identification (ANI)

This option provides the automatic in-band transmission signaling of a seven or ten digit number and information digits to the Customer's Premises for calls originating in the LATA for the identification of the calling station. the ANI feature is a Local Switching Center software function which is associated on a call-by-call basis with:

- a) all individual transmission paths in a Trunk group routed directly between a Local Switching Center and a Customer's Premises; or where technically feasible;
- b) all individual transmission paths in a Trunk group between a Local Switching Center and an Access Tandem, and a trunk group between a Access Tandem and a Customer's Premises.

3)     Cut Through

This option allows End Users of the Customer to reach the Customer's Premises by using the end of dialing digit (#) at the end of the dialing sequence. The Company will not record any other dialed digits on these calls.

4)     Service Class Routing

This option provides the capability of directing originating traffic from a Local Switching Center to a Trunk group to a Customer designated Premises, based on the line class of service and service prefix indicator. A domestic Interexchange Carrier may not order more than four different routes per Local Switching Center or Access Tandem. An international Interexchange Carrier may order up to four additional routes.

**8.0     ACCESS SERVICE** (cont'd)**8.7     Switched Access Service** (cont'd)8.7.5     Switched Access Optional Features (cont'd)C)     Feature Group D Optional Features (cont'd)5)     Feature Group D with 950 Access

This option provides for the routing of originating calls, dialed using a 9501XXX Access Code, to the FGD Customer using FGD signaling protocols and technical specifications. The Customer is responsible for distinguishing between standard FGD calls and 950-dialed calls delivered over the same trunks.

6)     Called Directory Number Delivery

This option provides the customer with the telephone number to which the call was directed. The seven or ten digit number is provided as part of the in-band transmission and MF signaling. The Called Directory Number Delivery feature is associated on a call-by-call basis with all individual transmission paths in a Trunk group routed from an Access Tandem or the originating Local Switching Center. This option is available except when FGD is provided with 950 access or Cut-Through features

7)     Flexible Automatic Number Identification Delivery

This feature is a network enhancement to ANI. The feature is available on inbound signaling. Flexible ANI will provide additional values for Information Indicator (II) digits that are associated with various classes of service not associated with the standard ANI digits. This feature may only be used in conjunction with ANI. The following Information Indicator codes are available:

- A)    Confinement/Detention Facility
- B)    Outward Wide Area Telecommunications Service
- C)    Cellular Service
- D)    Private Pay Station
- E)    Access for Private Virtual Networks

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**8.0     ACCESS SERVICE** (cont'd)

**8.8     Rates and Charges**

8.8.1     Special Construction

A)     Rates and Charges will be based on the costs incurred by the Company and may include:

- 1)     nonrecurring type charges
- 2)     recurring type charges
- 3)     termination charges
- 4)     a combination thereof

B)     Basis for Cost Computation

The cost referred to in 8.8.1 may include one or more of the following items to the extent that they are applicable.

- a)     Cost installed of the facilities to be provided, including estimated costs for the rearrangement of existing. Cost installed includes the cost of:
  - i)     equipment and materials provided or used;
  - ii)    engineering, labor and supervision;
  - iii)   transportation; and
  - iv)    rights-of-way
- b)     cost of maintenance;
- c)     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;
- d)     administration, taxes and uncollectable revenue on the basis of reasonable average costs for these items;
- e)     license preparation, processing and related fees;
- f)     tariff preparation, processing and related fees;

**8.0**     **ACCESS SERVICE** (cont'd)

**8.8**     **Rates and Charges** (cont'd)

8.8.1   **Special Construction** (cont'd)

B)     **Basis for Cost Computation** (cont'd)

- g)   any other identifiable costs related to the facilities provided; or
- h)   an amount for return and contingencies.

D)     **Termination Liability**

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

- 1)     The termination liability period is the estimated service life of the facilities provided.
- 2)     The amount of the maximum termination liability is equal to the estimated amounts for:
  - a)   cost installed of the facilities provided including estimated costs for rearrangements of existing facilities and/or construction of new facilities as appropriate, less net salvage. Cost installed including the cost of:
    - i)   equipment and materials provided or used;
    - ii)   engineering, labor and supervision;
    - iii)   transportation; and
    - iv)   rights-of-way;
  - b)   license preparation, processing and related fees;
  - c)   tariff preparation, processing and related fees;
  - d)   cost of removal and restoration, where appropriate; and
  - e)   any other identifiable costs related to the specially constructed or rearranged facilities.



**8.0**     **ACCESS SERVICE** (cont'd)

**8.8**     **Rates and Charges** (cont'd)

8.8.2    **Special Access Service**

The applicable termination liability charge is based on the normal method for calculating the unpaid balance of a term obligation.

A)     **General**

Rates are composed of three elements which may apply to a Customer's service, depending upon the specific service requested and its location.

- 1)     The Channel termination rate element provides for the termination of the communications path at the Customer designated location. One channel termination charge applies for each Customer designated location at which a channel is terminated.
- 2)     The channel mileage rate element is determined by the Vertical and Horizontal Coordinated ("V&H") method, as set forth in the National Exchange Company Associated Tariff, F.C.C. No. 4.
- 3)     Optional Features for which charges are applied only include multiplexing.

B)     **Voice Grade Service**

There are two types of Voice Grade Services. the service is compatible with either 2-wire ground start and loop start equipment or 4-wire E/M signaling equipment. 4-wire supports analog data transmission speeds of up to 18.2 Kbps. The rates for Voice Grade channels as described in Section 8.6.2 preceding are as follows:

- 1)     This service consists of making Voice Grade capacity available in a 24-hour per day, 7 days per week basis.
- 2)     **Voice Grade Service Rates**

	<b><u>RECURRING PER MONTH</u></b>
<b><u>Channel Termination per point of termination</u></b>	Max
- 2 wire voice/analog data	\$40.00
- 4 wire voice/analog data	\$40.00
Channel mileage, per mile	\$3.00
	<b><u>NON RECURRING CHARGE</u></b>
<b><u>Channel Termination per point of termination</u></b>	Max
- 2 wire voice/analog data	\$200.00
- subsequent, same location	\$200.00
- 4 wire voice/analog data	\$200.00
- subsequent, same location	\$200.00

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**8.0**     **ACCESS SERVICE** (cont'd)

**8.8**     **Rates and Charges** (cont'd)

8.8.2     **Special Access Service** (cont'd)

C)     **Digital Data Service**

Digital Data Service is provided at transmission rates of 2.4, 4.8, 0.6, 56 and 64 Kbps.

1)     This service consists of making DS-0 capacity available on a 24-hour per day, 7 days per week basis.

2)     **Digital Data Service Rates**

<u>Channel Termination per point of termination</u>	<u>RECURRING PER MONTH</u> Max
2.4 Kbps	\$50.00
4.8 Kbps	\$50.00
8.6 Kbps	\$50.00
18.2 Kbps	\$50.00
56 Kbps	\$50.00
64 Kbps	\$50.00

**Channel mileage, per mile**

2.4 Kbps	\$3.00
4.8 Kbps	\$3.00
8.6 Kbps	\$3.00
18.2 Kbps	\$3.00
56 Kbps	\$3.00
64 Kbps	\$3.00

<u>Channel Termination per point of termination</u>	<u>NON RECURRING CHARGE</u> Max
2.4 Kbps - 64 Kbps	\$200.00
2.4 Kbps - 64 Kbps/subsequent same loc	\$200.00

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**8.0**     **ACCESS SERVICE** (cont'd)**8.8**     **Rates and Charges** (cont'd)8.8.2     **Special Access Service** (cont'd)D)     **DS-1 Service**

DS-1 service is a digital transmission facility of 1.544 Mbps with a capacity of up to 24 analog or digital channels. This service supports voice, analog data, digital data and video.

- 1)     This service consists of making DS-1 capacity available 24-hours per day, 7 days per week/
- 2)     **DS-1 Rates**

**RECURRING PER MONTH**

	Max
<b><u>Channel Termination</u></b>	
per point of termination	ICB
Subsequent, same location	ICB
<b><u>Channel Mileage</u></b>	
- first mile	ICB
- each additional mile	ICB
<b><u>Optional Features</u></b>	
- multiplexing, DS-1 to DS-0	ICB

**NON RECURRING CHARGES**

	Max
<b><u>Channel Termination</u></b>	
per point of termination	ICB
Subsequent, same location	ICB
<b><u>Optional Features</u></b>	
- multiplexing, DS-1 to DS-0	ICB

**8.0     ACCESS SERVICE** (cont'd)**8.8     Rates and Charges** (cont'd)8.8.2     Special Access Service (cont'd)E)     DS-3 Service

DS-3 service is a digital transmission facility of 44.736 Mbps with a capacity of 28 DS-1 channels or 672 Voice, Analog Data or Digital Data Channels.

1)     The service consists of making DS-3 capacity available 24-hours per day, 7 days per week.

2)     DS-3 RatesRECURRING PER MONTH

	Max
<u>Channel Termination</u>	
per point of termination	ICB
Subsequent, same location	ICB
<u>Channel Mileage</u>	
- first mile	ICB
- each additional mile	ICB
<u>Optional Features</u>	
- multiplexing, DS-3 to DS-1	ICB

NON RECURRING CHARGES

	Max
<u>Channel Termination</u>	
per point of termination	ICB
Subsequent, same location	ICB
<u>Optional Features</u>	
- multiplexing, DS-1 to DS-0	ICB

**8.0**     **ACCESS SERVICE** (cont'd)

**8.8**     **Rates and Charges** (cont'd)

8.8.2     **Special Access Service** (cont'd)

F)     **Service Calls**

When a Customer reports trouble to the Company for clearance and no trouble is found in the Company's facilities, the Customer may be responsible for payment of a charge calculated from the time the Company's personnel are dispatched to the Customer Premise until the work is completed.

1)

**Service Call Charges**

Max

Per hour rate per technician

\$100.00

G)     **Individual Case Basis Arrangements**

When a Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariffs, charges will be determined on an Individual Case Basis. Specialized rates or charges will be made available to similarly situated Customers on a nondiscriminatory basis and will be filed with the Public Utilities Commission for approval.

8.8.3     **Switched Access Service**

There are three types of rates and charges that apply to Switched Access Service. These are Monthly Recurring Charges, usage rates and Non-Recurring Charges.

a)     **Monthly Recurring Charges**

Monthly Recurring Charges are flat rates for facilities that apply each month or fraction thereof that a specific rate element is provided.

b)     **Usage Rates**

Usage rates are rates that are applied on a per access minute or per query basis. Usage rates are accumulated over a monthly period.

c)     **Non-Recurring Charges**

Non-Recurring charges are one time charges that apply for a specific work activity (i.e., installation of new service or change to an existing service).

i)     **Installation of Service**

Non-Recurring charges apply to each Switched Access Service installed. The charge is applied per line or trunk.

**8.0**     **ACCESS SERVICE** (cont'd)

**8.8**     **Rates and Charges** (cont'd)

8.8.3   Switched Access Service (cont'd)

A)     Application of Rates

1)     Direct Connect

The Direct Connect rate is assessed based on the total of the monthly Entrance Facilities charge and the monthly usage charge. The monthly entrance facilities charge consists of a fixed or per termination rate based on the type of the facilities (e.g., DS1 or DS3) on a per mile rate.

2)     Tandem Connect

The Tandem Connect rate is assessed based on the monthly per minute usage charges for Local Switching and Tandem Switched Transport.

3)     800 Number Translation Charge

The 800 Number Translation charge applies for the translation of a specific 800 number to a ten digit telephone number on a per query basis.

B)     Billing of Access Minutes

When recording originating calls over FGD, usage measurement begins when the first supervisory signal (i.e. wink, ground, loop) is forwarded from the Customer's facilities. The measurement of originating call usage over FGD ends when the originating FGD entry switch receives disconnect supervision from either the originating End User's Local Switching Center (indicating that the originating End User has disconnected), or the Customer's facilities, whichever is recognized first by the entry switch.

For terminating calls over FGD with multi-frequency address signaling, the measurement of access minutes begins when a seizure signal is received from the Carrier's Trunk group at the Point of Presence within the LATA. The measurement of terminating call usage over FGD ends when a disconnect signal is received, indicating that either the originating or terminating user has disconnected.

C)     Rates and Charges

1)     Service Implementation

a)     Installation Charge (Per End)

DS1	ICB
DS3	ICB

**8.0**     **ACCESS SERVICE** (cont'd)**8.8**     **Rates and Charges** (cont'd)8.8.3     **Switched Access Service** (cont'd)C)     **Rates and Charges** (cont'd)2)     **Change Charges (Per Order)**

	<u>Per Occurrence</u>
	Max.
a)     Service Date	\$100.00
b)     Design Change	\$100.00
c)     Expedite Charge	\$300.00

3)     **Cancellation Charges (Per Order)**     Maximum: \$300.004)     **Switched Access**a)     **Entrance Facility Charge**i)     **Per DS1**

The rates and charges for DS1 Entrance Facilities are the charges set forth in the Company's DS1 Special Access Service as specified in Section 8.8.2(D) preceding.

ii)     **Per DS3**

The rates and charges for DS3 Entrance Facilities are the charges set forth for the Company's DS3 Special Access Service as specified in Section 8.8.2(E) preceding.

b)     **Carrier Common Line Access Charge**ii)     **Tandem Switching**

<u>Per Access Minute</u>
<u>Originating/Terminating</u>
Max.
\$0.0001780



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**8.0**     **ACCESS SERVICE** (cont'd)

**8.8**     **Rates and Charges** (cont'd)

8.8.3    Switched Access Service (cont'd)

C)     Rates and Charges (cont'd)

4)     Switched Access (cont'd)

c)     Switched Access Charge

i)     Tandem Transport Facility Charge

Per Access Minute  
Originating/Terminating

Max.  
\$0.000044

Per Fixed Mileage  
Originating/Terminating

Max.  
\$0..000044

ii)    Dedicated Trunk Port

Per DS0

Max.  
\$10.00

Per DS1

Max.  
\$100.00

d)     End Office Local Switching Charge

Interstate Per Access Minute Originating/Terminating

Max.  
\$0.025000

Intrastate Per Access Minute Originating/Terminating

Max  
\$0.0051540

5)     Chargeable Optional Features

a)     800 Data Base Access Service Basic Query

Per Query     Maximum: \$0.006741

6)     Nonchargeable Optional Features

Supervisory Signaling     Maximum: \$ 0.00000

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**8.0 ACCESS SERVICE** (cont'd)**8.8 Rates and Charges** (cont'd)8.8.3 Switched Access Service (cont'd)C) Rates and Charges (cont'd)7) Feature Group D Optional Features

a) <u>Common Switching Optional Feature</u>	<u>Max.</u>
Alternate Traffic Routing	\$0.025000
Automatic Number Identification	\$0.025000
Cut-Through	\$0.025000
Service Class Routing	\$0.025000
Feature Group D with 950 Access	\$0.025000
Called Directory Number Delivery	\$0.025000
Flexible ANI Delivery	\$0.025000

D) Special Construction1) Basis for Rates and Charges

Rates and charges for Switched Access Special Construction are the same as rates and charges for Special Access Service and are specified in Section 8.8.1(A) and 8.8.1(B) preceding.

**8.9 Line Information Data Base (LIDB) Access Service**8.9.1) Rates and Charges

	<u>Rate Per Query</u>
	<u>Max</u>
A) Query Transport	\$0.0016
B) Query	\$0.0366

**8.10 Miscellaneous Services**8.10.1 Provision of Access Service Billing Information

The customers' monthly access service bills will be provided by BDT (Bill Data Tape). Monthly Access service bills are billed on a monthly basis. The rates and charges for the provision of Access Service are listed in Section 8.11(N)(1) following.

---

**8.0**     **ACCESS SERVICE** (cont'd)

**8.10**    **Miscellaneous Services** (cont'd)

8.10.2   **Billing Name and Address**

A)       Service Description

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

B)       General

- 1)       This service provides the billing name and address of an end user who has an ANI recorded by the customer for telecommunications services rendered to the end user. Such information will allow the customer to bill the end users who have not established a formal relationship with the customer for services rendered.
- 2)       Upon acceptance of an order for BNA service, the Company will furnish account detail for each working number submitted. Account detail consists of current data base information including the end user's billing name and billing address.
- 3)       Only current information which resides in the Company's data base will be provided. Customers ordering BNA service must accept BNA account detail on an "as is" basis.
- 4)       The Company will specify the location where requests for BNA service are to be received, and the format in which the requests are to be provided.
- 5)       The subscribing customer must agree that BNA information will not be resold or otherwise provided to any other person, corporation, partnership or entity, other than Customer's authorized billing agent, and that Billing Name and Address shall be used by Customer or Customer's authorized billing agent solely for:
  - a)       Billing its customers for using Customer's telecommunications services.
  - b)       Any purpose associated with the equal access requirement of United States v. AT&T, 552 F. Supp. 131 (D.D.C. 1982).
  - c)       Verification of service orders of new customers, identification of customers who have moved to a new address, fraud prevention, and similar nonmarketing purposes.

For calling card calls and collect and third party billed calls, Billing Name and Address for ANI service is not available on accounts of nonpublished/unlisted end users who, by request to the Company (request may be submitted at any time), have specified that such information not be released.

**8.0     ACCESS SERVICE** (cont'd)**8.10    Miscellaneous Services** (cont'd)8.10.2   Billing Name and Address (cont'd)

## C)       Regulations

- 1)       Wherever possible, the Company will provide Billing Name and Address for ANI data no later than (10) business days from the date of receipt of the customer's request. Availability of data may be delayed if errors exist in the request received from the customer.
- 2)       In situations where the customer requests more than forty (40) BNA records on a single order, the Company will provide the requested BNA information in a time frame mutually agreed to by the customer and the Company.
- 3)       The number of BNA records orders for which charges apply will be accumulated by the Company, and billed to the customer on a monthly basis as set forth in 8.10.2 (D) following.

## D)       The rates and charges for the Billing Name and Address services are listed in Section 8.11(N)(2) following.

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**8.0 ACCESS SERVICE** (cont'd)

**8.11 Price Sheets**

A) Carrier Common Line Access Service

		<u>Rate Per Access Minute</u>	
		Terminating	Originating
a)	Premium Access	\$0.000000	\$0.000000
b)	Non Premium Access	\$0.000000	\$0.000000

B) Switched Access Service

1) Tandem Switching

a) Interstate

Rates for Tandem Switching is inclusive in End Office Switching Rate in Section 8.11(K)(1)

b) Intrastate

		<u>Rate</u>	<u>Rate</u>
		<u>Per Access Minute</u>	<u>Per Fixed Mileage</u>
i)	Local Transport Termination/Tandem	\$0.000244	\$0.000244

ii)	Tandem Switching	<u>Per Access Minute</u>
		\$0.000178

iii)	Dedicated Trunk Port	<u>Monthly Rate</u>
	i) Per DS0	\$4.21
	ii) Per DS1	\$96.78

iv) Nonchargable Optional Features

Supervisory Signaling	\$0.00
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v) Feature Group D Optional Features

Common Switching Optional Features

Alternate Traffic Routing	\$0.00
Automatic Number Identification	\$0.00
Cut-Through	\$0.00
Service Class Routing	\$0.00
Feature Group D with 950 Access	\$0.00
Called Directory Number Delivery	\$0.00
Flexible Automatic Number ID Del	\$0.00

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921 Eastwind Dr, Suite 104  
Westerville, Ohio 43081

**8.0**     **ACCESS SERVICE** (cont'd)

**8.11**   **Price Sheets** (cont'd)

C)     Service Implementation

Installation Per End

DS-1	ICB
DS-3	ICB

D)     Entrance Facility Charge

Per DS-1	ICB
Per DS-3	ICB

The rates and charges for DS-1 Entrance Facilities are the charges set forth for the Company's DS-1 Special Access Service as specified in Section 8.8.2(D) of this tariff.

The rates and charges for DS-3 Entrance Facilities are the charges set forth for the Company's DS-3 Special Access Service as specified in Section 8.8.2(E) of this tariff.

E)     Cancellation Charges

Per Order	\$65.00
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F)     Change Charges

Per Order/Per Occurrence

1)     Service Date	\$50.00
2)     Design Changes	\$100.00
3)     Expedite Charge	\$50.00

G)     Special Construction

1)     Basis for Rates and Charges

Rates and charges for Switched Access Special Construction are the same as rates and charges for Special Access Service and are specified in Section 8.8.1(A) and 8.8.1(B) preceding.

**8.0 ACCESS SERVICE** (cont'd)

**8.11 Price Sheets** (cont'd)

H) Voice Grade Service

1)		<u>Monthly Recurring</u>	<u>Non Recurring</u>
	Channel Termination		
	- 2 wire voice/analog data	\$18.00	\$175.00
	Subsequent order/same location	N/A	\$125.00
	- 4 wire voice/analog data	\$32.00	\$175.00
	Subsequent order/same location	N/A	\$125.00
	Channel Mileage (Per Mile)	\$1.00	

I) Digital Data Service

Digital Data Service is provided at transmission rates of 2.4, 4.8, 8.6, 56, and 64 Kbps.

This service consists of making DS-0 capacity available on a 24-hour per day, 7 days per week basis.

1) Digital Data Services Rates

<u>Channel Termination Per Point of Termination</u>	<u>Monthly Recurring</u>	<u>Non Recurring</u>
2.4 Kbps	\$40.00	\$175.00
4.8 Kbps	\$40.00	\$175.00
8.6 Kbps	\$40.00	\$175.00
18.2 Kbps	\$40.00	\$175.00
56 Kbps	\$40.00	\$175.00
64 Kbps	\$40.00	\$175.00
Subsequent order/same location	N/A	\$125.00
<u>Channel Mileage, Per Mile</u>		
2.4 Kbps - 64 Kbps	\$1.00	

J) DS-1 Service

DS-1 service is a digital transmission facility of 1.544 Mbps with a capacity of up to 24 analog or digital channels. This service supports voice, analog data, digital data and video.

This service consists of making DS-1 capacity available 24-hours per day, 7 days per week.

**8.0**     **ACCESS SERVICE** (cont'd)

**8.11**   **Price Sheets** (cont'd)

J)     DS-1 Service (cont'd)

1)     DS-1 Rates

Channel Termination

Monthly  
Recurring

per point of termination  
- subsequent, same location

ICB  
ICB

Channel Mileage, Per Mile

first mile  
- each additional mile

ICB  
ICB

Optional Features

multiplexing, DS-1 to DS-0

ICB

Channel Termination

Non Recurring

per point of termination  
- subsequent, same location

ICB  
ICB

Optional Features

multiplexing, DS-1 to DS-0

ICB

K)     End Office Local Switching

Rate Per Access Minute

- 1)     Interstate
- 2)     Intrastate

\$0.025000  
\$0.0051540

L)     800 Data Base Query     Rate Per Query     \$0.0034100

M)     Line Information Data Base (LIDB) Query

Rate Per Query

- A) Query Transport
- B) Query

\$0.0016  
\$0.0366



**8.0 ACCESS SERVICE** (cont'd)**8.11 Price Sheets** (cont'd)N) Miscellaneous Services1) Provision of Access Service Billing Information

Per Monthly Access Service Bill by BDT	\$40.00
--	---------

2) Billing Name and AddressAT&T Ohio Areas of Ohio

Monthly Charge (up to & including 75 BNA requests)	\$37.50
Per BNA request in excess of 75 per month	\$0.446010

Verizon Areas of Ohio

Processing Fee (applies once per calendar year)	\$50.00
Per BNA Found	\$0.31
Per BNA Not Found	\$0.29

Embarq Areas of Ohio

Per BNA Request	\$1.40
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**8.12 UNE-P Carrier Access Charges**A) Unbundled Network Element Platform - Embarq Area

The Company concurs with the description of and rates for Switched Access Service contained in Embarq's Ohio Access Service Tariff approved and on file with the commission.

B) Unbundled Network Element Platform - Verizon Area

The Company concurs with the description of and rates for Switched Access Service contained in Verizon's Ohio Access Service Tariff approved and on file with the commission.

C) Unbundled Network Element Platform - AT&T Ohio Area

The Company concurs with the description of and rates for Switched Access Service contained in AT&T Ohio's Ohio Access Service Tariff approved and on file with the commission.

**Exhibit B**  
**Current Pages**  
**Telecom Ventures, LLC**  
**90-9237-TP-TRF**  
**09-0696-TP-ATA**

**August 7, 2009**

Telecom Ventures, LLC  
921 Eastwind Dr, Suite 104  
Westerville, Ohio 43081

PUCO Tariff No. 2

Original Title Sheet

CARRIER-TO-CARRIER TARIFF

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Telecom Ventures, LLC

CARRIER TO CARRIER TARIFF

90-9237-TP-TRF

Case No.: 09-0697-TP-ATA

Regulations and Schedule of Intrastate Access Rates

This tariff includes the rates, charges, terms and conditions of service for the provision of intrastate access telecommunications services by Telecom Ventures, LLC. This tariff is available for public inspections during normal business hours at the main office of Telecom Ventures, LLC at 921 Eastwind Drive, Suite 104, Westerville, Ohio 43081.

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CARRIER-TO-CARRIER TARIFF

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**CHECK SHEET**

The sheets listed below of this tariff are effective as of the date shown. Revised sheets contain all changes from the original tariff that are in effect as of the date indicated.

<b>SHEET</b>	<b>REVISION</b>	<b>SHEET</b>	<b>REVISION</b>	<b>SHEET</b>	<b>REVISION</b>
Title	Original *	26	Original *		
1	Original *	27	Original *		
2	Original *	28	Original *		
3	Original *	29	Original *		
4	Original *	30	Original *		
5	Original *	31	Original *		
6	Original *	32	Original *		
7	Original *	33	Original *		
8	Original *	34	Original *		
9	Original *	35	Original *		
10	Original *	36	Original *		
11	Original *	37	Original *		
12	Original *	38	Original *		
13	Original *	39	Original *		
14	Original *	40	Original *		
15	Original *	41	Original *		
16	Original *	42	Original *		
17	Original *	43	Original *		
18	Original *	44	Original *		
19	Original *	45	Original *		
20	Original *	46	Original *		
21	Original *	47	Original *		
22	Original *				
23	Original *				
24	Original *				
25	Original *				

\* - Indicates pages included with this filing.

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CARRIER-TO-CARRIER TARIFF

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**EXPLANATION OF SYMBOLS**

- (C) To signify a changed rate, regulation or condition.
- (D) To signify a discontinued rate, regulation or condition.
- (I) To signify an increase.
- (M) To signify text relocation without change.
- (N) To signify new material, including a listing, rate, regulation, rule or condition.
- (R) To signify a reduction.
- (T) To signify a change in the word of text, but no change in the rate, rule or condition.

CARRIER-TO-CARRIER TARIFF

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CARRIER-TO-CARRIER TARIFF

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**SECTION 1 – DEFINITIONS AND ABBREVIATIONS**

Access Code: Denotes a uniform code assigned by the Company to an individual Customer. The code has the form 101XXXX or 950-XXXX.

Access Line: An arrangement which connects the Customer's local exchange line to a Company designated switching center or point of presence.

Access Minutes: The increment for measuring usage of exchange facilities for the purpose of calculating chargeable usage.

Access Service Request (ASR): The service order form used by access service Customers and the Company for establishing, moving or rearranging access services provided by the Company.

Access Tandem: A switching system that provides a traffic concentration and distribution function for originating or terminating traffic between End Offices and the Customer's Premises or Point of Presence.

Answer Supervision: The transmission of the switch trunk equipment supervisory signal (off-hook or on-hook) to a carrier's Point of Presence or Customer's terminal equipment as an indication that the called party has answered or disconnected.

Automatic Number Identification (ANI): The automatic transmission of a caller's billing account telephone number to a local exchange company, Interexchange Carriers, or a third party Customer. The primary purpose of ANI is for billing of toll calls.

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

Bps: Bits per second. The number of bits transmitted in a one second interval.

Call: A Customer or End User attempt for which the complete address code (e.g., 0-, 911, or 10 digits) is provided to the Serving Wire Center, End Office or Access Tandem Switch.

Casual Calling: Where access to the Company's network and the subsequent use of service by the Customer is initiated through the dialing of a toll-free number or Access Code. Casual Calling allows non-Pre subscribed customers to utilize the service of the Company.

Central Office: The premises of the Company or another local exchange carrier containing one or more switches where Customer or End User station loops are terminated for purposes of interconnection to other station loops, trunks or access facilities.

Channel: A communications path between two or more points.

CIC: An Interexchange Carrier identification code.

Commission: Refers to the Public Utilities Commission of Ohio, unless otherwise indicated.

Common Carrier: An authorized company or entity providing telecommunications services to the public.

Company: Used throughout this tariff to indicate Telecom Ventures, LLC

CARRIER-TO-CARRIER TARIFF

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**SECTION 1 – DEFINITIONS AND ABBREVIATIONS (CONT'D)**

Constructive Order: Delivery of calls to or acceptance of calls from the Customer's End Users over Company-switched local exchange services constitutes a Constructive Order by the Customer to purchase switched access services as described herein. Similarly the selection of the Customer by an End User as the End User's PIC constitutes a Constructive Order for switched access by the Customer.

CPE: Customer Premise Equipment. All Terminal Equipment or other communications equipment and/or systems provided by the Customer for use with the Company's facilities and services.

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 this tariff, the Customer is a Common Carrier utilizing the Company's Switched or Dedicated Access services described in this tariff to reach its End User customer(s).

Customer Premises: The premises specified by the Customer for termination of access services. Typically an Interexchange Carrier's Point of Presence.

Dedicated Access: Where originating or terminating access between an End User and an Interexchange Carrier are provided via dedicated facilities, circuits or channels. A method of reaching the Customer's communication and switching systems whereby the End User is connected directly to the Customer's Point of Presence without utilizing the services of the local switched network.

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.

Dual Tone Multifrequency (DTMF): Tone signaling, also known as touch tone signaling.

End Office: The Central Office from which the End User's Premises would normally obtain local exchange service and dial tone from the Company or other local exchange carrier.

End Office Switch: A Company switching system where Customer or End User station loops are terminated for purposes of interconnection to other stations loops, trunks or access facilities. In most contexts, the End User is connected via station loops or trunks to an End Office Switch.

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 an Interexchange Carrier who in turn utilizes the Company's Switched or Dedicated Access services described in this tariff to provide the End User with access to the IXC's communication and switching systems.

End User Premises: The premises specified by the Customer or End User for termination of access services at the End User's physical location.

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CARRIER-TO-CARRIER TARIFF

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**SECTION 1 – DEFINITIONS AND ABBREVIATIONS (CONT'D)**

Equal Access: Where the local exchange company central office provides interconnection to Interexchange Carriers with Feature Group D circuits. In such End Offices, Customers can presubscribe their telephone line(s) to their preferred Interexchange Carrier. A form of dialed access provided by local exchange companies whereby telephone calls dialed by the Customer are automatically routed to the Company's network. Customers may also route calls to the Company's network by dialing an access code provided by the Company.

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

Gps: Gigabits per second; billions of bits per second.

Holiday: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

Host Office: An electronic switching system which provides call processing capabilities for one or more Remote Switching Modules or Remote Switching Systems.

Individual Case Basis (ICB): A process whereby the terms, conditions, rates and/or charges for a service provided under the general provisions of this tariff are developed or modified based on the unique circumstances in each case.

Interstate: For the purpose of this tariff, the term Interstate applies to the regulatory jurisdiction of services used for communications between one or more originating and terminating points located in different states within the United States or between one or more points in the United States and at least on international location.

Intrastate: For the purpose of this tariff, the term Intrastate applies to the regulatory jurisdiction of services used for communications between one or more originating and terminating points, all located within the same state.

Interexchange Carrier (IXC): A long distance telecommunications services provider that furnishes services between exchange areas.

Kbps: Kilobits per second; thousands of bits per second.

LATA: Local Access and Transport Area. A geographic area for the provision and administration of communications services existing on February 8, 1996, as previously established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192; or established by a Bell operating company after February 8, 1996 and approved by the FCC; or any other geographic area designated as a LATA in the National Exchange Carrier Association (NECA) Tariff F.C.C. No. 4.

LEC: Local Exchange Company.

Mbps: Megabits; millions of bits per second.

Message: See Call.

N/A: No Applicable.

Non-Recurring Charge (NRC): The initial charge, usually assessed on a one-time basis, to initiate and establish a service or feature.

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CARRIER-TO-CARRIER TARIFF

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**SECTION 1 – DEFINITIONS AND ABBREVIATIONS (CONT'D)**

NPA: Numbering Plan Area or area code.

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.

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.

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

On-Hook: The idle condition of Switched Access service or a telephone exchange line.

Originating Direction: The use of Switched Access service for the origination of calls from an End User's Premises to a Customer's Point of Presence.

PIC Authorization: A Customer's or End User's selection of a PIC that meets the requirements of federal and state law.

PIC: Primary Interexchange Carrier.

Point of Presence (POP): The physical location associated with an Interexchange Carrier's communication and switching systems.

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

Premises: All the space in the same building in which a Customer has the right of occupancy to the exclusion of others or shares the right of occupancy with others; and all space in different buildings on continuous property, provided such buildings are occupied by one Customer. May also denote a Customer-owned enclosure or utility vault located above or below ground on private property or on Customer acquired right-of-way. Foyers, hallways, and other space provided for the common use of all occupants of a building are considered the premises of the operator of the building.

Presubscription: An arrangement whereby a Customer selects and designate to the Company or other LEC a carrier he or she wishes to access, without an access code, for completing interLATA and/or intraLATA toll calls. The selected carrier is referred to as the Primary Interexchange Carrier.

Primary Interexchange Carrier: The IXC designated by the Customer as its first routing choice and primary overflow carrier for routing of 1+ direct dialed and operator assisted non-local calls.

Private Line: A service which provides a dedicated path between one or more Customer Premises.

Query: The inquiry to a Company data base to obtain information, processing instructions or service data.

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CARRIER-TO-CARRIER TARIFF

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**SECTION 1 – DEFINITIONS AND ABBREVIATIONS (CONT'D)**

Recurring Charge: The charges to the Customer for services, facilities or equipment, which continue for the agreed upon duration of the service. Recurring charges do not vary based on Customer usage of the services, facilities or equipment provided.

Remote Switching Modules or Remote Switching Systems (RSM/RSS): Small remotely controlled electronic End Office Switching equipment which obtains its call processing capability from a Host Office. An RSM/RSS cannot accommodate direct trunks to a Customer.

Service Commencement Date: The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to the service order or this Tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date.

Service Order: A written request for Network Services executed by the Customer and the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties for services offered under this tariff.

Serving Wire Center Switch: A Company switching system where Customer or End User station loops are terminated for purposes of interconnection to other station loops, trunks or access facilities. In most contexts, the Customer is connected via station loops or trunks to a Serving Wire Center Switch.

Signaling System Number 7 (SS7): The protocol used for out-of-band interoffice signaling to provide call control, remote network management, and maintenance capabilities for the interoffice telephone network.

Special Access: See Dedicated Access.

Station: Refers to telephone equipment or an exchange access line from or to which calls are placed.

Switched Access: Where originating or terminating access between an End User and an Interexchange Carrier is provided via Feature Group facilities, circuits or channels provided by a local exchange carrier. A method of reaching the Customer's communication and switching systems whereby the End User is connected to the Customer's Point of Presence or designate using services of the local switched network.

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

Terminating Direction: The use of Switched Access Service for the completion of calls from a Customer's Point of Presence to an End User Premises.

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

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

V & H Coordinates: Geographic points which define the originating and terminating points of a call in mathematical terms so that the airline mileage of the call may be determined. Call mileage may be used for the purpose of rating calls.

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CARRIER-TO-CARRIER TARIFF

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**SECTION 2 – RULES AND REGULATIONS**

**2.1 Undertaking of Telecom Ventures, LLC**

- 2.1.1 The Company undertakes to furnish switched or dedicated access communications service pursuant to the terms of this tariff.
- 2.1.2 The Company's services and facilities are available twenty-four (24) hours per day, seven (7) days per week.
- 2.1.3 The Company is responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own customers.
- 2.1.4 The Company 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. The Customer shall be responsible for all charges due for such service arrangements.

**2.2 Use of Company's Service**

- 2.2.1 Services provided under this tariff may be used by the Customer for any lawful telecommunications purpose for which the service is technically suited.
- 2.2.2 The services the Company offers shall not be used for any unlawful purpose or for any use for which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.3 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.
- 2.2.4 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. The Company may require applicants for service who intend to use the Company's offerings for resale, shared and/or joint use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and the Commission's regulations, policies, orders, and decisions.

CARRIER-TO-CARRIER TARIFF

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**SECTION 2 – RULES AND REGULATIONS (CONT'D)**

**2.3 Limitations**

- 2.3.1 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.3.2 The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and equipment and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers, from time to time, to furnish service as required at the sole discretion of the Company.
- 2.3.3 The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- 2.3.4 The Company may block any signals being transmitted over its network by Customers which cause interference to the Company or other users. Customer shall not be relieved of obligations to make payments for charges relating to any blocked service that causes interference to the Company or other users and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.
- 2.3.5 The Company reserves the right to discontinue service when the Customer is using the service in violation of the provisions of this tariff, or in violation of the law.

**2.4 Assignment and Transfer**

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without written consent of the other party, except that the Company may assign its rights and duties to a) any entity controlling, controlled by or under common control with the Company, whether direct or indirect; b) under any sale or transfer of all or substantially all the assets of the Company within the applicable state or states; or c) under any financing, merger or reorganization of the Company.

**2.5 Application for Service**

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

**2.6 Ownership of Facilities**

- 2.6.1 The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code used by the Company in the provision of service under this tariff.
- 2.6.2 Title to all facilities utilized by the Company to provide service under the provisions of this tariff shall remain with the Company, its partners, agents, contractors or suppliers. Such facilities shall be returned to the Company, its partners, agents, contractors or suppliers by the Customer, whenever requested, within a reasonable period following the request in original condition, reasonable wear and tear expected.

CARRIER-TO-CARRIER TARIFF

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**SECTION 2 – RULES AND REGULATIONS (CONT'D)**

**2.7     Liability of the Company**

- 2.7.1     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, changing or removing 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, at the sole discretion of the Company) to the period during which such error, mistake, omission, interruption or delay occurs.
- 2.7.2     In no event shall the Company be liable for any incidental indirect, special, or consequential damages (including, without limitation, lost revenue or profits) of any kind whatsoever regardless of the cause or foreseeability thereof.
- 2.7.3     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.
- 2.7.4     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, 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 FCC, or other relevant Commission, rule and regulations.
- 2.7.5     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.
- 2.7.6     No liability shall attach to the Company by reason of any defacement or damage to the Customer's premise resulting from the existence of the Company's equipment or facilities on such premise, or by the installation or removal thereof, when such defacement or damage is not the result of the gross negligence or intentional misconduct of the Company or its employees.
- 2.7.7     The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.
- 2.7.8     The Company makes no warranties or representations, express or implied, either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.
- 2.7.9     Failure by the Company to assert its rights under a provision of this tariff does not preclude the Company from asserting its rights under other provisions.
- 2.7.10    Inclusion of early termination liability by the Company in its tariff or a contract does not constitute a determination by the Commission that the termination liability imposed by the Company is approved or sanctioned by the Commission. Customers shall be free to pursue whatever legal remedies they may have should a dispute arise.

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CARRIER-TO-CARRIER TARIFF

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**SECTION 2 – RULES AND REGULATIONS (CONT'D)**

**2.8     Liability of the Customer**

- 2.8.1     The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the acts or omissions of the Customer, its officers, employees, agents, invites, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- 2.8.2     To the extent caused by the acts or omissions of the Customer as described in 2.8.1, preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by any third party pursuant to this or any other tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided to such third party.
- 2.8.3     A Customer shall not assert any claim against any other Customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this tariff including by not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this tariff is intended either to limit or expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.
- 2.8.4     The Customer shall be fully liable for any damages, including, without limitation, usage charges, that the Customer may incur as a result of the unauthorized use of services provided to a Customer. Unauthorized use occurs when a person or entity that does not have actual, apparent, or implied authority to use the network, obtains the Company's services provided under this tariff. The unauthorized use of the Company's services includes, but is not limited to, the placement of calls from the Customer's premise, and the placement of calls through equipment controlled and/or provided by the Customer, that are transmitted over the Company's network without the authorization of the Customer. The Customer shall be fully liable for all such usage charges.

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**SECTION 2 – RULES AND REGULATIONS (CONT'D)**

**2.9      Obligations of the Customer**

- 2.9.1      The Customer is responsible for making proper application for service; placing any necessary orders; for complying with tariff regulations; and payment of charges for services provided. Specific Customer responsibilities include, by are not limited to the following:
- A.          reimbursing the Company for damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer or the non-compliance by the Customer with these regulations; or by fire or theft or other casualty on the Customer premise, unless caused by the gross negligence or intentional misconduct of the employees or agents of the Company;
  - B.          providing at Customer's expense, and as specified by the Company when Customer orders service, any needed equipment, adequate and secure equipment space, power, supporting structures, and conduit to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premise;
  - C.          obtaining, maintaining and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide communications services to the Customer from the cable building entrance or property line to the location of the equipment space described in Section 2.9.1 (B). Any and all costs associated with the obtaining and maintaining the rights-of-way described herein, including any costs of altering the structure to permit installation of the Company-provided facilities and/or equipment, shall be borne entirely by the Customer, or may be supplied by the Company and charged to the Customer; the Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;
  - D)          providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premise at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment; the Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company; the Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g., friable asbestos) prior to any construction or installation work;
  - E)          complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer Premises or the rights-of-way for which Customer is responsible under Section 2.9.1 (C); and granting or obtaining permission for Company agents or employees to enter the premise of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
  - F.          not crating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities.

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**SECTION 2 – RULES AND REGULATIONS (CONT'D)**

**2.9 Obligations of the Customer (cont'd)**

2.9.1 (cont'd)

- G. making access to Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer, such agreement not to be reasonably withheld or denied. No allowance will be made for the period during which service is interrupted for such purposes;
- H. ensuring that any Customer-provided equipment and/or systems are properly interfaced with Company facilities or services, that the signals emitted into Company's network are of the proper mode, bandwidth, power, and signal level for the intended use of the Customer and in compliance with the criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade service to other Customers.

2.9.2 With regard to access services provided by the Company, specific Customer responsibilities include, but are not limited to the following:

A. **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.

B. **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.

C. **Jurisdictional Reports**

The jurisdictional reporting requirements will be as specified below. When a Customer orders Access Service, its projected Percent Interstate Usage (PIU) must be provided in whole numbers to the Company. These whole number percentages will be used by the Company to apportion the use and/or charges between interstate and intrastate until a revised report is received as set forth herein. Reported or default PIU factors are used only where the call detail is insufficient to determine the appropriate jurisdiction of the traffic.

1. Originating Access: Originating access minutes consist of traffic originating from the Company's Central Office(s). The Customer must provide the Company with a projected PIU factor on an annual basis. If no PIU for originating minutes is submitted as specified herein, a default PIU calculated as the average of the actual prior three (3) month's usage will be applied by the Company.

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**SECTION 2 – RULES AND REGULATIONS (CONT'D)**

**2.9 Obligations of the Customer (cont'd)**

2.9.2 (cont'd)

**C. Jurisdictional Reports (cont'd)**

2. Terminating Access: Terminating access minutes consist of traffic terminating to the Company's Central Office(s). The Customer must provide the Company with a projected PIU factor on an annual basis. If no PIU for terminating minutes is submitted as specified herein, a default PIU calculated as the average of the actual prior three (3) month's usage will be applied by the Company.
3. Except where the Company measured access minutes are used as set forth above, the Customer reported Projected PIU factor as set forth above will be used until the Customer reports a different projected PIU factor, as set forth below.

**D. Jurisdictional Audits**

1. The Customer shall keep sufficient detail from which percentages of interstate and intrastate use reported to the Company can be verified and upon request of the Company make such records available for inspection and audit. The Customer must maintain these records for twenty-four (24) months from the date the report became effective for billing purposes.
2. Initiation of an audit will be at the sole discretion of the Company. The audit shall be performed by an independent party selected by the Company. An audit may be initiated by the Company for a single Customer no more than once per year. The Customer shall supply the required data within thirty (30) calendar days of the Company request.
3. In the event that an audit reveals that any Customer reported PIU was incorrect, the Company shall apply the audit result to all usage affected by the audit. The Customer shall be backbilled or credited, for a period retroactive to the date that the incorrect percentage was reported, but not to exceed twenty-four (24) months. Backbilled amounts are subject to a late payment penalty and payment shall be made in immediately available funds, within thirty (30) days from receipt of bill or by the following bill date, whichever is a shorter period.
4. Should an audit reveal that the misreported percentage(s) of use has resulted in an underpayment of access charges to the Company of five percent or more of the total Switched Access Services bill, the Customer shall reimburse the Company for the cost of the audit. Proof of cost shall be the bills, in reasonable detail submitted to the Company by the auditor.
5. Within fifteen (15) days of the auditor's report, the Company will furnish a copy of the audit results to the person designated by the Customer to receive such results.

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**SECTION 2 – RULES AND REGULATIONS (CONT'D)**

**2.10 Billing and Payment for Services**

**2.10.1 Responsibility for Charges**

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer for transmission of calls via the Company. In particular and without limitation to the foregoing, the Customer is responsible for any and all cost(s) incurred as the result of:

- A. any delegation of authority resulting in the use of Customer's communications equipment and/or network services which result in the placement of calls via the Company;
- B. any and all use of the service arrangement provided by the Company, including calls which the Customer did not individually authorize;
- C. any calls placed by or through the Customer's equipment via any remote access feature(s).

**2.10.2 Minimum Period**

The minimum period for which services are provided and for which rates and charges are applicable is one (1) month unless otherwise specified in this tariff or by mutually agreed upon contract. When a service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the service is used or not.

**2.10.3 Payment for Service**

- A. All charges due by the Customer are payable to the Company or any agent duly authorized to receive such payments. The Company shall bill on a current basis all charges incurred by, and credits due to, the Customer under this tariff. Any known unbilled charges for prior periods and any known unbilled adjustments also will be applied to this bill. Terms of payment shall be according to the rules and regulations of the agent and subject to the rules of regulatory bodies having jurisdiction.
- B. Non-recurring charges, including without limitation installations, service connections, move or rearrangements, are due and payable upon receipt of the Company's invoice by the Customer. At the Company's discretion, payment of all or a portion of any non-recurring charges may be required prior to commencement of facility or equipment installation or construction required to provide the services requested by the Customer.
- C. The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which service is provided.
- D. When billing is based upon Customer usage, usage charges will be billed monthly in arrears for service provided in the preceding billing period.

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**SECTION 2 – RULES AND REGULATIONS (CONT'D)**

**2.10 Billing and Payment for Services (cont'd)**

**2.10.3 Payment for Service (cont'd)**

- E. Customer billing will begin on the service commencement date, which is the day the Company determines in its reasonable sole discretion that the service or facility is available for use, except that the service commencement date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards under this tariff or the service order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- F. When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.
- G. Amounts not paid within thirty (30) days after the mailing date of an invoice will be considered past due.

**2.10.4 Disputed Charges**

- A. Any objections to billed charges must be reported to the Company or its billing agent within sixty (60) days of the invoice of the bill issued to the Customer. Adjustments to Customers' bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.
- B. 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 sixty (60) days of the invoice date of the bill 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.
- C. 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.
- D. 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 payment penalty as set forth in 2.10.5.
- E. 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 time a late factor as set forth in 2.10.5.
- F. 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.

CARRIER-TO-CARRIER TARIFF

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**SECTION 2 – RULES AND REGULATIONS (CONT'D)**

**2.10 Billing and Payment for Services (cont'd)**

**2.10.5 Late Payment Fees**

A late payment rate of 1.5% per month multiplied by the amount of payment that is late, or the highest rate permitted by applicable law, whichever is less, shall be due to the Company for any billed amount for which payment has not been received by the Company within thirty (30) days of the invoice date of the Company's invoice for service, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment. If the last calendar day for remittance falls on a Sunday, holiday or other day when the offices of the Company are closed, the date for acceptance of payments prior to assessment of any late payment fees shall be extended through to the next business day.

**2.10.6 Returned Check Charge**

A service charge equal to \$50.00, or the actual fee incurred by Company from a bank or financial institution for: insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank or other financial institution.

**2.11 Taxes, Surcharges and Fees**

2.11.1 All state and local taxes (i.e., sales tax, municipal utilities tax) are listed as separate line items on the Customer's bill and are not included in the quoted rates and charges set forth in this tariff. To the extent that a municipality, other political subdivision or local agency of government, or Commission imposes upon and collects from the Company a sales tax, occupation tax, license tax, permit fee, rights-of-way fee, franchise fee, or other regulatory fee or tax, such fees and taxes shall, insofar as practicable and allowed by law, be billed pro rata to Customers receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government. It shall be the responsibility of the Customer to pay any such taxes and fees that subsequently become applicable retroactively.

2.11.2 The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs.

**2.12 Deposits and Advanced Payments**

**2.12.1 General**

The Company reserves the right to validate the creditworthiness of Customers and billed parties through available verification procedures prior to initiating service to the Customer. Where, as a result of such validation, the Customer's creditworthiness is found to be unacceptable to the Company, the Company may refuse to initiate service to the Customer or may require a deposit or advance payment prior to initiating service.

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**SECTION 2 – RULES AND REGULATIONS (CONT'D)**

**2.12 Deposits and Advanced Payments (cont'd)**

**2.12.2 Deposits**

- A. 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 or has a bad credit rating 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 that has established satisfactory credit and has no history of late payments to the Company.
- B. The maximum amount of any deposit shall not exceed the equivalent of the Customers estimated liability for two (2) months service.
- C. The Company will pay interest on deposits, to accrue from the date the deposit is made until it has been refunded, or until a reasonable effort has been made to effect refund. The Company will pay interest at the rate prescribed by the Commission or as otherwise permitted by applicable law.
- D. 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.
- E. Upon discontinuance of service, the Company shall automatically refund the Customer's deposit plus accrued interest, or the balance, if any, in excess of the unpaid bills including any penalties assessed for service furnished by the Company; refunds shall be made promptly after determination of the Customer's final invoice.

**2.12.3 Advance Payments**

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 or has a bad credit rating to make an advance payment 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. The advance payment will not exceed an amount equal to one (1) month's estimated billing. This will be applied against the next month's charges and a new advance payment may be collected for the next month, if necessary. Advance payments do not accrue interest. An advance payment may be required in addition to a deposit.

**2.13 Cancellation by Customer**

**2.13.1 General**

- A. Customers of the Company's service may cancel service by providing the Company with written notification thirty (30) days prior to the requested cancellation date. The Company shall hold the Customer responsible for payment of all bills for service furnished up to and including the cancellation date specified by the Customer or until thirty (30) days after the date that the cancellation notice is received, whichever is later.

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**SECTION 2 – RULES AND REGULATIONS (CONT'D)**

**2.13 Cancellation by Customer (cont'd)**

**2.13.1 General (cont'd)**

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

**2.13.2 Cancellation of Service Order**

- A. Where the Customer cancels service to be provided pursuant to a Service Order prior to the start of service, or prior to any special construction, no charges will be imposed except for those specified below.
- B. Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.
- C. Where in order to provide service pursuant to a Service Order, the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, may apply. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- D. The charges described above will be calculated and applied on a case-by-case basis.

**2.14 Discontinuance of Service by Company**

- 2.14.1 Service will continue to be provided until canceled by the Customer pursuant to Section 2.13 or until discontinued by the Company. The Company may render bills subsequent to the termination of service for charges incurred before termination. The Customer shall pay such bills in full accordance with the payment terms of this tariff.
- 2.14.2 The Company may refuse or discontinue service to a Customer without incurring any liability under the following conditions. The Company is not obligated to give prior notice of its intent to refuse or discontinue service under the following conditions, but will attempt to provide notice to Customers of such refusal or discontinuance at the earliest reasonable opportunity.
  - A. For violation of law: Except as provided elsewhere in this tariff, the Company may refuse, suspend or cancel service, without notice, for any violation of terms of this tariff, for any violation of any law, rule, regulation, order, decree or policy of any government authority of competent jurisdiction, 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 or prohibits Customer from subscribing to, using, or paying for such service.

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**SECTION 2 – RULES AND REGULATIONS (CONT'D)**

**2.14 Discontinuance of Service by Company (cont'd)**

2.14.2 (cont'd)

- B. For the Company to comply with any order or request of any governmental authority having jurisdiction: The Company may refuse, suspend or cancel service, without notice, in order to permit the Company to comply with any order or request of any governmental authority having jurisdiction.
- C. Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law.
- D. In the event of Customer or Authorized User use of equipment in such a manner as to adversely affect the Company's equipment or service to others.
- E. In the event of tapering with the equipment or services owned by the Company or its agents in a manner which adversely affects the network or other Customers.
- F. In the event of unauthorized or fraudulent use of service: Whenever service is discontinued for fraudulent use of service, the Company may, to the extent that the Company opts to restore such service, require the Customer to make, at Customer's own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
- G. If any of the facilities, appliances, or apparatus on Customer's premise are found to be unsafe or causing harm to the Company's facilities, and may refuse to furnish service until the applicant or Customer shall have remedied the condition.

2.14.3 The Company may refuse or discontinue service under the following conditions provided unless otherwise stated, it gives written notice to the Customer, and gives the Customer a minimum of five (5) days to remedy any deficiency:

- A. For nonpayment: The Company, by written notice to the Customer and in accordance with applicable law, may refuse, suspend or cancel service without incurring any liability when there is an unpaid balance for service that is past due. If any billed amount is in dispute, the Customer has the right to appeal to the PUCO. Service will not be discontinued while the dispute is under PUCO review.
- B. For returned checks: At the Company's discretion it may refuse, suspend or cancel the service of any Customer, in the same manner as provided for nonpayment, whose check or draft is returned unpaid for any reason after two attempts at collection.
- C. For neglect or refusal to provide reasonable access to the Company or its agents for the purpose of inspection and maintenance of equipment owned by the Company or its agents.
- D. For Customer use of, or Customer's permitting the use of obscene, profane or grossly abusive language over the Company's facilities, and who, after five (5) days notice, fails, neglects or refuses to cease and refrain from such practice or to prevent the same, and to remove its property from the premise of such person.

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**SECTION 2 – RULES AND REGULATIONS (CONT'D)**

**2.14 Discontinuance of Service by Company (cont'd)**

2.14.3 (cont'd)

- E. For use of service for any property or purpose other than that described in the Service Order.
- F. For Customer's breach of any contract for service between the Company and the Customer.

**2.15 Restoration of Service**

- 2.15.1 If service has been discontinued for nonpayment or as otherwise provided herein and the Customer wishes service continued, service may be restored at the Company's sole discretion, when all past due amounts are paid or the event giving rise to the discontinuance (if other than nonpayment) is corrected. Customers whose service was disconnected for nonpayment may be required to pay and deposit and/or advance payment prior to service restoration.
- 2.15.2 A restoration fee of \$50.00, or the actual costs incurred by the Company, whichever is greater, applies to Customers whose service is restored following disconnection by the Company.
- 2.15.3 Restoration of disrupted services shall be in accordance with applicable Commission and/or Federal Communications Commission Rules and Regulations specified in Part 64, Subpart D, which specify the priority system for such activities.

**2.16 Provision of Company Equipment and Facilities**

- 2.16.1 The Company shall use reasonable efforts to maintain the facilities and equipment that it furnishes to the Customer. The Customer may not nor may the Customer permit others to rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- 2.16.2 The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- 2.16.3 Equipment the Company provides or installs at the Customer premise shall not be used for any purpose other than that for which the equipment is provided.
- 2.16.4 The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided equipment. Where such equipment is connected to the facilities furnished under 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 transmissions; or
  - B. the reception of signals by Customer-provided equipment; or

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**SECTION 2 – RULES AND REGULATIONS (CONT'D)**

**2.16 Provision of Company Equipment and Facilities (cont'd)**

2.16.4 (cont'd)

- C. network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

**2.17 Interconnection**

- 2.17.1 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 limitation established by the Company. Service furnished by the Company is not part of a joint undertaking with such other common carriers or systems. Any special interface equipment or facilities necessary to achieve compatibility between the facilities of the Company and other participating carriers shall be provided at the Customer's expense.
- 2.17.2 Connection with the facilities or services of other carriers shall be under the applicable terms and conditions of the other carriers' tariffs. The Customer is responsible for taking all necessary legal steps for interconnecting Customer-provided terminal equipment or systems with Company's facilities. Customer shall secure all licenses, permits, right-of-way, and other arrangements necessary for such interconnection.
- 2.17.3 The Customer shall ensure that the facilities or equipment provided by another carrier 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, at the Company's sole discretion, install protective equipment at the Customer's expense. If the Company determines that installed protective equipment does not or will not eliminate the actual or potential harm, the Company may immediately terminate the Customer's service.
- 2.17.4 If harm to the Company's network, personnel or services due to interconnection with another carrier's services is deemed by the Company to be imminent, the Company reserves the right to immediately shut down Customer's service without prior notice.

**2.18 Customer-Provided Equipment**

- 2.18.1 The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A user may transmit any form of signal that is compatible with the Company's equipment, but the Company does not represent that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.
- 2.18.2 Terminal equipment on the user's premise and the electric power consumed by such equipment shall be provided by and maintained at the expense of the Customer. The Customer is responsible for the provision of wiring or cable to connect its terminal equipment to the Company's network.

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**SECTION 2 – RULES AND REGULATIONS (CONT'D)**

**2.18 Customer-Provided Equipment (cont'd)**

- 2.18.3 The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.
- 2.18.4 Upon suitable notification to the Customer, and at a reasonable time, the Company may make such test and inspections as may be necessary to determine that the Customer is complying with the requirements under this Section 2.18 for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- 2.18.5 If the protective requirements for Customer-provided equipment are not being met, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company may, upon five (5) days written notice, require the use of additional protective equipment at the Customer's expense. If this written notice fails to remedy any protective deficiencies or potential harm the Company may, upon additional five (5) days written notice, terminate the existing service of the Customer.
- 2.18.6 If harm to the Company's network, personnel or services due to Customer-provided equipment is deemed by the Company to be imminent, the Company reserves the right to immediately shut down Customer's service without prior notice and without incurring liability.

**2.19 Inspection, Testing and Adjustments**

- 2.19.1 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.
- 2.19.2 Upon reasonable notice, the facilities or equipment provided by the Company shall be made accessible 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 (24) hours in length and is requested by the Customer.
- 2.19.3 The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period applies to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

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**SECTION 2 – RULES AND REGULATIONS (CONT'D)**

**2.20 Allowances for Interruptions in Service**

**2.20.1 General**

- A. Upon the written request of the Customer, delivered to the Company no later than thirty (30) days following the date of service interruptions, a credit allowance will be given when service is interrupted, except as specified in Section 2.20.2 following. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this tariff.
- B. An interruption period begins when the Customer reports to the Company a service, facility or circuit is inoperative and, if necessary, releases it for testing and repair by the Company, as determined in its sole and reasonable discretion. An interruption period ends when the service, facility or circuit is operative.
- C. If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, refuses access to its premise for test and repair by the Company, or continues to make voluntary use of the service, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.
- D. The Customer shall be responsible for the payment of service charges for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

**2.20.2 Limitations of Allowances**

- A. No credit allowance will be made for any interruption in service:
  - 1. due to the negligence of or noncompliance with the provisions of this tariff by any person or entity other than the Company, including but not limited to the Customer;
  - 2. due to the failure of power, equipment, systems, connections or services not provided by the Company;
  - 3. due to circumstances or causes beyond the reasonable control of the Company;
  - 4. during any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
  - 5. during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
  - 6. that occurs or continues due to the Customers failure to authorize replacement of any element of special construction; and

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**SECTION 2 – RULES AND REGULATIONS (CONT'D)**

**2.20 Allowances for Interruptions in Service (cont'd)**

**2.20.2 Limitations of Allowances (cont'd)**

A. (cont'd)

7. that was not reported to the Company within thirty (30) days of the date that service was affected.
8. Cellular and other wireless transmission is subject to interruptions including but not limited to, dropped calls, interrupted calls, unintelligible calls, one-way audio and other problems created by factors beyond the Company's control. Under no circumstances will the Company provide credit or payment of any kind for calls which experience problems related to cellular (wireless) transmissions.

**2.20.3 Use of Another Means of Communications**

- A. If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

**2.20.4 Application of Credits for Interruptions in Service**

- A. Except as provided in Section 2.10.2 (A), if a Customer's service is interrupted, and it remains interrupted for eight normal working hours or longer after access to the premises is made available to the Company, and after being reported to be out of order, appropriate adjustments or refunds shall be made to the Customer, when such adjustment exceeds \$1.00.
- B. The amount of adjustment or refund shall be determined on the basis of the known period of interruption, generally beginning from the time the service interruption is first reported. The refund to the Customer shall be pro rata part of the month's flat rate charges (if any) for the period of days and that portion of the service facilities rendered useless or inoperative. The refund may be accomplished by accredit on a subsequent bill for the service.
- C. For purposes of credit computation every month shall be considered to have seven hundred twenty (720) hours. For services with a monthly recurring charge, no credit shall be allowed for an interruption of continuous duration of less than eight (8) hours. The Customer shall be credited for an interruption of eight (8) or more hours at the rate of 1/720<sup>th</sup> of the monthly charge for the services affected for each day that the interruption continues. The formula used for computation of credits is as follows:

$$\text{Credit} = A/720 \times B$$

A = outage time in hours (must be 8 or more)

B = total monthly recurring charge for affected service.

- D. No credits will be provided for usage sensitive services.

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**SECTION 2 – RULES AND REGULATIONS (CONT'D)**

**2.21 Notices and Communications**

- 2.21.1 The Customer shall designate on the service order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.21.2 The Company shall designate on the service order an address to which the Customer shall mail or deliver all notices and other communications, except that the Company may designate a separate address on bills for service to which the Customer shall mail payment on that bill.
- 2.21.3 Notice of a pending disconnection of a Customer's service may contain the reason for the notice, the date of the notice, a description of any remedies the Customer may make, the time allotted for the Customer to make remedies (if any), and a toll free customer service number the Customer may call to obtain additional information.
- 2.21.4 Except as otherwise stated in this tariff, all other notices or communications required to be given under this tariff will be in writing.
- 2.21.5 Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the second business day following placement of the notice, communication or bill with the U.S. mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.21.6 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

**2.22 Mixed Interstate and Intrastate Switched Access Service**

- 2.22.1 When mixed interstate and intrastate switched access service is provided, all charges, including nonrecurring charges, usage charges, and optional features, will be prorated between interstate and intrastate. The percentage provided in the reports as set forth in 2.9.2 preceding will serve as the basis for prorating the charges. The percentage of an access service to be charged as interstate is applied in the following manner:
  - A. For nonrecurring chargeable rate elements, multiply the PIU times the quantity of chargeable elements times the interstate tariff rate per element.
  - B. For usage sensitive chargeable rate elements, multiply the PIU times actual use times the interstate rate.
- 2.22.2 A similar calculation is then performed to determine the intrastate portion of the bill.

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**SECTION 2 – RULES AND REGULATIONS (CONT'D)**

**2.23 Determination of Jurisdiction of Mixed Interstate and Intrastate Dedicated Facilities**

- 2.23.1 When mixed interstate and intrastate service is provided over a dedicated facility, the jurisdiction will be determined as follows. For jurisdictional reports required for switched access, see Section 9.2.2:
- A. If the Customer's estimate of the interstate traffic on the service equals 10% or more of the total traffic on that service, the service will be provided according to the applicable rules and regulations of the interstate tariff.
  - B. If the Customer's estimate of the interstate traffic on the service is less than 10% of the total traffic on that service, the service will be provided according to the applicable rules and regulations of the appropriate intrastate tariff.
  - C. 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.

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**SECTION 3 – SWITCHED ACCESS SERVICE**

**3.1     General**

- 3.1.1     Switched Access Service, which is available to Customers for their use in furnishing their services to End Users, provides a two-point communications path between a Customer's Premises and an End User's Premises. It provides for the use of common terminating, switching and trunking facilities, and for the use of common subscriber plant of the Company. Switched Access Service provides for the ability to originate calls from an End User's Premises to a Customer's Premises and to terminate calls from a Customer's Premises to an End User's Premises in the LATA where it is provided.
- 3.1.2     When a rate as set forth in this tariff is shown to more than two decimal places, the charges will be determined using the rate shown. The resulting amount will then be rounded to the nearest penny (i.e., rounded to two decimal places).
- 3.1.3     In the absence on an ASR as described in Section 3.4, delivery of calls to, or acceptance of calls from, the Customer's End User location(s) via Company-provided switched access services shall constitute a Constructive Order and an agreement by the Customer to purchase the Company's switched access services as described and priced herein.

**3.2     Manner of Provision**

- 3.2.1     Switched Feature Group (FG) Access is furnished for originating and terminating calls by the Customer to its End User. FG Access is furnished on a per-line or per trunk basis.
- 3.2.2     Originating traffic type represents access capacity within a LATA for carrying traffic from the End User to the Customer; and Terminating traffic type represents access capacity within a LATA for carrying traffic from the Customer to the End User. When ordering capacity for FG Access, the Customer must at a minimum specify such access capacity in terms of originating traffic type and/or terminating traffic type.
- 3.2.3     Feature Group Access is provisioned, at minimum, at the DS-1 level and provides line-side or trunk-side access to End Office switches, for the Customer's use in originating and terminating communications. Basic FG Access service will be provided with Multi-Frequency In Band Signaling (SS7 is also available, where capabilities exist).
- 3.2.4     Two types of Feature Group Access are available:
  - A.       **Tandem Connect Access:** This option applies when the Customer has no direct facilities to the Company. All traffic is routed to and from Company's End Office via the Customer's tandem provider. Delivery of calls to, or acceptance of calls from the Customer's End User location(s) via Company-provided Tandem Connect Access services shall constitute a Constructive Order and an agreement by the Customer to purchase the Company's switched access services as described and priced herein.
  - B.       **Direct Connect Access:** This option applies when the Company provides facilities between the Customer's premises and a Company End Office. This transmission path is dedicated to the use of a single Customer. The Company requires the Customer to submit an ASR or comparable documentation for Direct Connect Access. Direct Connect Access is provided on an Individual Case Basis as Special Service Arrangements pursuant to Section 6 of this tariff.



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**SECTION 3 – SWITCHED ACCESS SERVICE (CONT'D)**

**3.3 Rate Categories**

**3.3.1 Common Line**

The Common Line rate category establishes the charges related to the use of Company-provided End User common lines by Customers and End Users for intrastate access.

**3.3.2 Tandem Connect Access**

The Tandem Connect Access rate category establishes the charges related to the transmission and Feature Group switching facilities between the Customer's tandem provider and the end office switch(es) where the Customer's traffic originates or terminates.

**A. Tandem Switched Transport**

Tandem-Switched Transport is composed of the following rate elements:

1. The Tandem-Switched Termination element includes the non-distance sensitive portion of Switched Transport, and is assessed on a per access minute of use basis.
2. The Tandem-Switched Facility element includes the distance sensitive portion of Switched Transport and is assessed on a per access minute of use per mile basis.
3. The Tandem-Switching element includes the access tandem switching associated with Tandem-Switched Transport traffic and is assessed per access minute switched through the tandem.

**B. Common Multiplexing**

Common Multiplexing is provided on a usage sensitive basis in conjunction with Tandem-Switched Transport. Switched access facilities are connected to the tandem as DS1 circuits. Multiplexing is required to convert common switched facilities from an operating speed of 44.736 Mbps to an operating speed of 1.544 Mbps.

**C. Common Trunk Port**

The Common Trunk Port used by multiple Customers provides for the termination of common transport trunks in common end office trunk ports in conjunction with tandem routed traffic. The Common Trunk Port rate is assessed on a usage sensitive basis on tandem routed switched access. This rate will also be assessed on all minutes of use originating or terminating as a RSS/RSM.

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**SECTION 3 – SWITCHED ACCESS SERVICE (CONT'D)**

**3.3 Rate Categories (cont'd)**

**3.3.3 End Office Switching**

The End Office Switching rate category establishes the charges related to the use of end office switching equipment, the terminations in the end office of End User lines, the terminations of calls at Company Intercept Operators or recordings, the Signaling Transfer Point (STP) costs, and the SS7 signaling function between the end office and the STP.

**A. Local Switching**

The Local Switching rate element provides for (1) local end office switching, i.e., the common switching functions associated with the various Switched Access Service arrangements and (2) intercept functions, i.e., the termination of certain calls at a Telephone company intercept operator or recording.

**B. Host-Remote Transport**

- The Host-Remote Termination rate is assessed to all switched minutes transported between the Host office and a RSM or RSS. Host Remote rates apply to all Feature Groups used to connect to the Host office.
- The Host-Remote Facility rate applies on a per minute per mile basis to all switched access minutes transported between the Host office and a RSM and RSS, regardless of the type of Switched Transport service the Customer uses to connect to the Host office.

**3.3.4 Toll-Free 8XX Data Base Access Service**

The Toll-Free 8XX Data Base Access Service is a service offering that utilizes originating trunk side Switched Access Service to deliver Toll Free calls to the Company's Interexchange Carrier Customers. The service provides for the forwarding of End User dialed Toll Free calls to a Company Service Switching Point which will initiate a query to the database to perform the Customer identification and delivery function. The call is forwarded to the appropriate Interexchange Carrier Customer based on the dialed Toll-Free Number. Records exchange, rating and billing for Toll-Free Data Base Access Service is subject to the provisions of the Multiple Exchange Carrier Access Billing Guidelines (MECAB).

**3.3.5 Switched Access Optional Features**

Various optional features may be available and will be priced on an Individual Case Basis.

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**SECTION 3 – SWITCHED ACCESS SERVICE (CONT'D)**

**3.4     Access Ordering**

**3.4.1    General**

- A.     Customers may order switched access through a Constructive Order, as defined herein, or through an ASR.
- B.     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.
- C.     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:
  - 1.       Customer name and Premises address(es);
  - 2.       Billing name and address (when different from Customer name and address); and
  - 3.       Customer contact name(s) and telephone number(s) for the following provisioning activities:  
          Order negotiation, order confirmation, interactive design, installation and billing.

**3.4.2    Access Service Date Intervals**

- A.     Access Service is provided with Standard or Negotiated Intervals.
- B.     The Company will specify a firm order confirmation date and 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:
  - 1.       For service provided under a Standard Interval: The Standard Interval for Switched Service will be sixty (60) 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.
  - 2.       For service provided under a Negotiated Interval: The company will offer a Service Date based on the type and quantity of Access Services the Customer has requested. The Company will negotiate a Service Date interval with the Customer when:
    - (a)    The Customer requests a Service Date before or beyond the applicable Standard Interval Service Date; or
    - (b)    There is no existing facility connecting the Customer Premises with the Company; or

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**SECTION 3 – SWITCHED ACCESS SERVICE (CONT'D)**

**3.4 Access Ordering (cont'd)**

**3.4.2 Access Service Date Intervals (cont'd)**

B. (cont'd)

2. (cont'd)

(c) The Customer requests a service that is not considered by the Company to be a standard service offering (for example: if additional engineering or special construction is required to complete the order); or

(d) The Company determines that Access Service cannot be installed within the Standard Interval.

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

**3.4.3 Access Service Request Modifications**

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

**3.5 Special Construction or Special Service Arrangements**

3.5.1 Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction of Company facilities or development of special service arrangements may be undertaken by the Company on a reasonable-efforts basis at the request of the Customer. Such construction or arrangements will be provided pursuant to regulations contained in Section 6 of this tariff.

**3.6 Obligations of the Company**

3.6.1 With regard to access services provided by the Company, specific Company responsibilities include, but are not limited to the following:

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**SECTION 3 – SWITCHED ACCESS SERVICE (CONT'D)**

**3.6 Obligations of the Company (cont'd)**

3.6.1 (cont'd)

**A. 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, service levels are considered acceptable only when both End Users and Customers are able to establish connections with minimal delay encountered within the Company network. The Company maintains the right to apply protective controls, i.e., those actions, such as call gapping, which selectively cancel the completion of traffic, over any traffic carrier over its network, including that associated with a Customer's Switched Access Service. Generally, such protective measures would only be taken as a result of occurrences such as a failure or overload of Company or Customer facilities, natural disasters, mass calling or national security demands.

**B. Design and Traffic Routing of Switched Access Service**

The Company shall design and determine the routing of Switched Access Service, including the selection of the first point of switching and the selection of facilities from the interface to any switching point and to the End Offices. The Company shall also decide if capacity is to be provided by originating only, terminating only, or two-way trunk groups. Finally, the Company will decide whether trunk side access will be provided through the use of two-wire or four-wire trunk terminating equipment.

Selection of facilities and equipment and traffic routing of the service are based on standard engineering methods, available facilities and equipment and the Company's traffic routing plans. If the Customer desires different routing or directionality than that determined by the Company, the Company will work cooperatively with the Customer in determining (1) whether the service is to be routed directly to an end office or through an access tandem switch and (2) the directionality of the service.

**3.7 Obligations of the Customer**

3.7.1 The Customer has certain specific obligations pertaining to the use of Switched Access Service. These obligations are in addition to obligations specified in Section 2.9 of this tariff and are as follows:

**A. Report Requirements**

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

1. Jurisdictional Reports

When a Customer orders Switched Access Service for both interstate and intrastate use, the Customer is responsible for providing reports as set forth in Section 2.9.2© preceding. Charges will be apportioned in accordance with those reports.

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**SECTION 3 – SWITCHED ACCESS SERVICE (CONT'D)**

**3.7 Obligations of the Customer (cont'd)**

3.7.1 (cont'd)

A. **Report Requirements (cont'd)**

2. Code Screening Reports

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

B. **On and Off-Hook Supervision**

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

**3.8 Rate Regulations**

3.8.1 **General**

There are three types of rates and charges that apply to Switched Access Service provided by the Company. These are monthly recurring charges, usage charges, and nonrecurring charges.

3.8.2 **Types of Charges**

- A. Nonrecurring charges are one time charges that apply for a specific work activity (e.g., installation or change to an existing service). Nonrecurring charges may apply for installation of service, installation of optional features and service rearrangements.
- B. Recurring Charges are flat monthly rates that apply for each month or fraction thereof that a specific rate element is provided. For billing purposes, each month is considered to have thirty (30) days.
- C. Usage Charges are rates that apply only when a specific rate element is used. These are applied on a per-access minute, a per-call or per-query basis. Usage rates are accumulated over a monthly period.

3.8.3 **Measurement of Access Minutes**

- A. When recording originating calls over FG Access with multi-frequency address signaling, usage measurement begins when the first wink supervisory signal is forwarded from the Customer's facilities. The measurement of originating call usage over FG Access ends when the originating FG Access entry switch receives disconnect supervision from either the originating End User's End Office (indicating that the originating End User has disconnected), or from the Customer's facilities, whichever is recognized first by the entry switch.

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**SECTION 3 – SWITCHED ACCESS SERVICE (CONT'D)**

**3.8 Rate Regulations (cont'd)**

**3.8.3 Measurement of Access Minutes (cont'd)**

- B. For terminating calls over FG Access with multi-frequency address signaling, the measurement of access minutes begins when a seizure signal is received from the Carrier's trunk group at the Point of Presence within the LATA. The measurement of terminating call usage over FG Access ends when a disconnect signal is received, indicating that either the originating or terminating user has disconnected.
- C. When recording originating calls over FG Access with SS7 signaling, usage measurement begins with the transmission of the initial address message by the switch for direct trunk groups and with the receipt on an exit message by the switch for tandem trunk group. The measurement of originating FC Access usage ends when the entry switch received or sends a release message, whichever occurs first.
- D. For terminating calls over FG Access with SS7 signaling, the measurement of access minutes begins when the terminating recording switch receives the initial address message from the terminating End User. On directly routed trunk groups or on tandem routed trunk groups, the Company switch receives the initial address message and sends the indication to the Customer in the form of an answer message. The measurement of terminating FG Access call usage ends when the entry switch receives or sends a release message, whichever occurs first.
- E. Mileage, where applicable, will be measured in accordance with standard industry practices.

**3.8.4 Moves**

- A. A move of services involves a change in the physical location of one of the following:
  - 1. The point of termination at the Customer's Premises, or
  - 2. The Customer's Premises
- B. 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:
  - 1. 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.
  - 2. 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 remain responsible for satisfying all outstanding minimum period charges for the discontinued service.

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**SECTION 3 – SWITCHED ACCESS SERVICE (CONT'D)**

**3.8 Rate Regulations (cont'd)**

**3.8.5 Installation of Optional Features**

- A. If a separate nonrecurring charge applies for the installation of an optional feature available with Switched Access 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.
- B. For all other changes, including the addition of, or modifications to, optional features without separate nonrecurring charges, a charge equal to one half the Switched Transport nonrecurring (i.e. installation) charge will apply. When an optional feature is not required on each transmission path, but rather for an entire transmission path group, an end office or an access tandem switch, only one such charge will apply.

**3.8.6 Service Rearrangements**

- A. Service rearrangements are changes to existing services 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 Premises. Changes that result in the establishment of new minimum period obligations are treated as disconnects and starts.
- B. 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.
- C. 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.



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**SECTION 3 – SWITCHED ACCESS SERVICE (CONT'D)**

**3.9 Rates and Charges AT&T Territory**

**3.9.1 Common Line Access Service**

**A. Carrier Common Line**

- Per Originating Minute	\$ 0.00
- Per Terminating Minute	\$ 0.00

**3.9.2 Tandem Connect Access**

**A. Tandem Switched Transport, per Minute**

Zone 1	\$ 0.000103
Zone 2	\$ 0.000103
Zone 3	\$ 0.000105
Zone 4	\$ 0.000107
Zone 5	\$ 0.000109

**B. Tandem Switched Transport, per Minute, per Mile**

Zone 1	\$ 0.000013
Zone 2	\$ 0.000014
Zone 3	\$ 0.000014
Zone 4	\$ 0.000014
Zone 5	\$ 0.000014

**C. Tandem Switching, per Minute**

Zone 1	\$ 0.001118
Zone 2	\$ 0.001151
Zone 3	\$ 0.001155
Zone 4	\$ 0.001291
Zone 5	\$ 0.001856

**D. Common Transport Multiplexing, per Minute**

Zone 1	\$ 0.000015
Zone 2	\$ 0.000017
Zone 3	\$ 0.000018
Zone 4	\$ 0.000018
Zone 5	\$ 0.000018

**E. Common Trunk Port, per Minute**

All Zones	\$ 0.000371
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President, Communication Options, Inc.  
921 Eastwind Dr, Suite 104  
Westerville, Ohio 43081

CARRIER-TO-CARRIER TARIFF

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**SECTION 3 – SWITCHED ACCESS SERVICE (CONT'D)**

**3.9 Rates and Charges AT&T Territory (cont'd)**

**3.9.2 Tandem Connect Access (cont'd)**

**F. End Office Switching**

Local Switching (per access minute)	- All Zones	\$	0.00315300
Information Surcharge (per access minute)	- All Zones	\$	0.00000000

**G. Host-Remote Transport**

Host-Remote Termination (per host-remote access minute)	- All Zones	\$	0.000410
Host Remote Facility (per host-remote access minute per mile)	- All Zones	\$	0.000021
Host-Remote Trunk Port (per host-remote access minute)	- All Zones	\$	0.000371

**3.9.3 Toll Free 8XX Data Base Access Service**

800 Database Query (per call)	- All Zones	\$	0.00230400
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**3.9.4 Switched Access Optional Features**

Optional Features are provided on an Individual Case Basis as Special Service Arrangements pursuant to Section 6 of this tariff.

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**SECTION 3 – SWITCHED ACCESS SERVICE (CONT'D)**

**3.10 Rates and Charges Embarq Territory**

**3.10.1 Common Line Access Service**

**A. Carrier Common Line**

- Per Originating Minute	\$ 0.00
- Per Terminating Minute	\$ 0.00

**3.10.2 Tandem Connect Access**

**A. Tandem Switched Transport, per Minute**

Zone 1	\$ 0.000412
Zone 2	\$ 0.000412
Zone 3	\$ 0.000412

**B. Tandem Switched Transport, per Minute, per Mile**

Zone 1	\$ 0.000035
Zone 2	\$ 0.000035
Zone 3	\$ 0.000035

**C. Tandem Switching, per Minute**

Zone 1	\$ 0.000124
Zone 2	\$ 0.000124
Zone 3	\$ 0.000124

**D. Common Transport Multiplexing, per Minute**

Zone 1	\$ 0.000405
Zone 2	\$ 0.000405
Zone 3	\$ 0.000405

**E. Common Trunk Port, per Minute**

All Zones	\$ 0.000405
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**SECTION 3 – SWITCHED ACCESS SERVICE (CONT'D)**

**3.10 Rates and Charges Embarq Territory (cont'd)**

**3.10.2 Tandem Connect Access (cont'd)**

**F. End Office Switching**

Local Switching (per access minute)	- All Zones	\$	0.003644
Information Surcharge (per access minute)	- All Zones	\$	0.000000

**G. Host-Remote Transport**

Host-Remote Termination (per host-remote access minute)	- All Zones	\$	0.000412
Host Remote Facility (per host-remote access minute per mile)	- All Zones	\$	0.000035
Host-Remote Trunk Port (per host-remote access minute)	- All Zones	\$	0.000810

**3.10.3 Toll Free 8XX Data Base Access Service**

800 Database Query (per call)	- All Zones	\$	0.006755
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**3.10.4 Switched Access Optional Features**

Optional Features are provided on an Individual Case Basis as Special Service Arrangements pursuant to Section 6 of this tariff.

CARRIER-TO-CARRIER TARIFF

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**SECTION 3 – SWITCHED ACCESS SERVICE (CONT'D)**

**3.11 Rates and Charges Verizon Territory**

**3.11.1 Common Line Access Service**

**A. Carrier Common Line**

- Per Originating Minute	\$ 0.00
- Per Terminating Minute	\$ 0.00

**3.11.2 Tandem Connect Access**

**A. Tandem Switched Transport, per Minute**

All Areas	\$ 0.0000000
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**B. Tandem Switched Transport, per Minute, per Mile**

All Areas	\$ 0.0000020
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**C. Tandem Switching, per Minute**

All Areas	\$ 0.0024000
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**D. Common Transport Multiplexing, per Minute**

All Areas	\$ 0.0000000
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**E. Common Trunk Port, per Minute**

All Areas	\$ 0.0015479
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**F. End Office Switching**

Local Switching (per access minute)	\$ 0.0022077
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Information Surcharge (per access minute)	\$ 0.0000000
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**G. Host-Remote Transport**

Host-Remote Termination (per host-remote access minute)	\$ 0.0000000
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Host Remote Facility (per host-remote access minute per mile)	\$ 0.0000020
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Host-Remote Trunk Port (per host-remote access minute)	\$ 0.0015479
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**SECTION 3 – SWITCHED ACCESS SERVICE (CONT'D)**

**3.11 Rates and Charges Verizon Territory (cont'd)**

**3.11.3 Toll Free 8XX Data Base Access Service**

800 Database Query (per call) - All Zones \$ 0.0085684

**3.11.4 Switched Access Optional Features**

Optional Features are provided on an Individual Case Basis as Special Service Arrangements pursuant to Section 6 of this tariff.

**3.12 Rates and Charges – Service Order Charges**

Service Order Charges are nonrecurring charges to recover the administrative costs associated with initiating Access Service.

1.	Service Implementation		
1.	Access Order Charge, per Access Request	\$	100.00
2.	Installation Charge, per Trunk	\$	125.00
2.	Service Date Change, per Access Order	\$	50.00
3.	Design Change/Partial Cancellation Charge, per Access Order	\$	50.00

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**SECTION 4 – DEDICATED ACCESS SERVICE**

[Reserved for Future Use]

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**SECTION 5 – MISCELLANEOUS SERVICES AND CHARGES**

**5.1 IntraLATA PIC Change Charge**

IntraLATA Presubscription Change Charge, per business line, trunk, or port.

Manual PIC Change	\$	5.00
Electronic PIC Change	\$	1.25



CARRIER-TO-CARRIER TARIFF

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**SECTION 6 – SPECIAL CONTRACTS, ARRANGEMENTS, AND CONSTRUCTION**

**6.1 Special Contract Arrangements**

At the option of the Company, services may be offered on a contract basis to meet specialized pricing requirements of the Customer not contemplated by this tariff. The terms of each contract shall be mutually agreed upon between the Customer and the Company and may include discounts off of rates contained herein and waiver of recurring, nonrecurring, or usage charges. The terms of the contract may be based partially or completely on the term and volume commitment, type of access arrangement, mixture of services, or other distinguishing features. Service shall be available to all similarly situated Customers for a fixed period of time following the initial offering to the first contract Customer as specified in each individual contract. All contracts will be filed with the Public Utilities Commission of Ohio for approval.

**6.2 Special Service Arrangements**

6.2.1 If a Customer's requirements cannot be met by services included in this tariff, or pricing for a service is shown in this tariff as "ICB", the Company will provide, where practical, special service arrangements at charges to be determined on an Individual Case Basis. These special service arrangements will be provided if the provision of such arrangements are not detrimental to any other services furnished under the Company's tariffs.

6.2.2 Special service arrangement rates are subject to revision depending on changing costs or operating conditions.

6.2.3 If and when a special service arrangement becomes a generically tariffed offering, the tariffed rate or rates will apply from the date of tariff approval.

**6.3 Non-Routine Installation Charges**

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

**6.4 Special Construction Charges**

**6.4.1 General**

A. Special construction charges may apply for services provided to the Customer by the Company. Special construction includes but is not limited to that construction undertaken:

1. where facilities are not presently available, and there is no other requirement for the facilities so constructed;
2. of a type other than that which the Company would normally utilize in the furnishing of its services;
3. over a route other than that which the Company would normally utilize in the furnishing of its services.

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**SECTION 6 – SPECIAL CONTRACTS, ARRANGEMENTS, AND CONSTRUCTION (CONT'D)**

**6.4 Special Construction Charges (cont'd)**

**6.4.1 General (cont'd)**

**A. (cont'd)**

4. in a quantity greater than that which the Company would normally construct;
5. on an expedited basis;
6. on a temporary basis until permanent facilities are available;
7. involving abnormal costs;
8. in advance of its normal construction; or
9. when the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariff.

**B.** Where the Company furnishes a facility or service requiring special construction, charges will be determined by the Company and may include: (1) nonrecurring charges; (2) recurring charges; (3) usage charges; (4) termination liabilities; or (5) any combination thereof.

**C.** 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.

Exhibit C

August 7, 2009

Re: Case No: 09-0696-TP-ATA and 90-9041-TP-TRF

Telecom Ventures, LLC respectfully submits this application and Exhibits to remove Section 8 from our current PUCO Tariff No. 1 and introduce a new Carrier to Carrier tariff as PUCO Tariff No. 2.

Please feel free to contact me with any questions or concerns.

Sincerely,  
Pamela K. Engle  
Regulatory Manager  
Phone: 614-901-7091  
Email: [pamela.engle@coi.net](mailto:pamela.engle@coi.net)

**This foregoing document was electronically filed with the Public Utilities**

**Commission of Ohio Docketing Information System on**

**8/7/2009 10:49:54 AM**

**in**

**Case No(s). 90-9237-TP-TRF, 09-0697-TP-ATA**

Summary: Tariff In the matter of Telecom Ventures, LLC to remove Section 8 from tariff PUCO No 1 and introduce a new carrier to carrier tariff listed as PUCO No. 2 electronically filed by Mrs. Pamela K Engle on behalf of Telecom Ventures, LLC