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August 12, 2009

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

e-FILED VIA DIS SYSTEM

Re: FIDELITY TELECOM, LLC
Case No. 09-718-TP-ACE

Dear Sir or Madam:

Enclosed herewith for filing with the Commission please find an original of the above-referenced company's Application for a Certificate of Public Convenience and Necessity to provide facilities-based and resold competitive local telecommunication services in Paetec Communications, Inc. (AT&T Ohio, Cincinnati Bell, Embarq and Verizon North) exchanges e-filed via the Docketing Information System.

Should you have any questions concerning this matter, please contact the undersigned.

Very truly yours,

CROCKER & CROCKER, P.C.

Patrick D. Crocker

PDC/tld

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

In the Matter of the Application of Fidelity Telecom, LLC)
to apply for Certificate of Public Convenience and)
Necessity to provide facilities-based and resold CLEC)
telecommunication services in Ohio)

TRF Docket No. 90-_____

Case No. 09 - 718 - TP - ACE

NOTE: Unless you have reserved a Case # or are filing a Contract, leave the "Case No" fields BLANK.

Name of Registrant(s) FIDELITY TELECOM, LLC
DBA(s) of Registrant(s) _____
Address of Registrant(s) 23250 Chagrin Blvd., Suite 250, Beachwood, OH 44122
Company Web Address www.FidelityVoice.com (under construction)
Regulatory Contact Person(s) Ron Kohn Phone (216) 593-0300 Fax (866) 549-6489
Regulatory Contact Person's Email Address ronk@fidelityvoice.com
Contact Person for Annual Report Ron Kohn Phone (216) 593-0300
Address (if different from above) _____
Consumer Contact Information Ron Kohn Phone (216) 593-0300
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. CMRS 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 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
Tier 1 Regulatory Treatment				
Change Rates within approved Range	<input type="checkbox"/> TRF 1-6-04(B) (0 day Notice)	<input type="checkbox"/> TRF 1-6-04(B) (0 day Notice)		
New Service, expanded local calling area, correction of textual error	<input type="checkbox"/> ZTA 1-6-04(B) (0 day Notice)	<input type="checkbox"/> ZTA 1-6-04(B) (0 day Notice)		
Change Terms and Conditions, Introduce non-recurring service charges	<input type="checkbox"/> ATA 1-6-04(B) (Auto 30 days)	<input type="checkbox"/> ATA 1-6-04(B) (Auto 30 days)		
Introduce or Increase Late Payment or Returned Check Charge	<input type="checkbox"/> ATA 1-6-04(B) (Auto 30 days)	<input type="checkbox"/> ATA 1-6-04(B) (Auto 30 days)		
Business Contract	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)		
Withdrawal	<input type="checkbox"/> ATW 1-6-12(A) (Non-Auto)	<input type="checkbox"/> ATW 1-6-12(A) (Auto 30 days)		
Raise the Ceiling of a Rate	Not Applicable	<input type="checkbox"/> SLF 1-6-04(B) (Auto 30 days)		
Tier 2 Regulatory Treatment				
Residential - Introduce non-recurring service charges	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)		
Residential - Introduce New Tariffed Tier 2 Service(s)	<input type="checkbox"/> TRF 1-6-05(C) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(C) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(C) (0 day Notice)	
Residential - Change Rates, Terms and Conditions, Promotions, or Withdrawal	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)	
Residential - Tier 2 Service Contracts	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)	<input type="checkbox"/> CTR 1-6-17 (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 checked="" type="checkbox"/> ACE 1-6-10 (Auto 30 days)	<input type="checkbox"/> ACE 1-6-10 (Auto 30 days)	<input type="checkbox"/> ACE 1-6-10 (Auto 30 days)
Add Exchanges to Certificate	<input type="checkbox"/> ATA 1-6-09(C) (Auto 30 days)	<input type="checkbox"/> AAC 1-6-10(F) (0 day Notice)	CLECs must attach a current CLEC Exchange Listing Form	
Abandon all Services - With Customers	<input type="checkbox"/> ABN 1-6-11(A) (Non-Auto)	<input type="checkbox"/> ABN 1-6-11(A) (Auto 90 day)	<input type="checkbox"/> ABN 1-6-11(B) (Auto 14 day)	<input type="checkbox"/> ABN 1-6-11(B) (Auto 14 day)
Abandon all Services - Without Customers		<input type="checkbox"/> ABN 1-6-11(A) (Auto 30 days)	<input type="checkbox"/> ABN 1-6-11(B) (Auto 14 day)	<input type="checkbox"/> ABN 1-6-11(B) (Auto 14 day)
Change of Official Name (See below)	<input type="checkbox"/> ACN 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> ACN 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Change in Ownership (See below)	<input type="checkbox"/> ACO 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> ACO 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Merger (See below)	<input type="checkbox"/> AMT 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> AMT 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Transfer a Certificate (See below)	<input type="checkbox"/> ATC 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> ATC 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Transaction for transfer or lease of property, plant or business (See below)	<input type="checkbox"/> ATR 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> ATR 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Procedural				
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 1-7-07 (Auto 90 day)	<input type="checkbox"/> NAG 1-7-07 (Auto 90 day)		
Request for Arbitration	<input type="checkbox"/> ARB 1-7-09 (Non-Auto)	<input type="checkbox"/> ARB 1-7-09 (Non-Auto)		
Introduce or change c-t-c service tariffs,	<input type="checkbox"/> ATA 1-7-14 (Auto 30 day)	<input type="checkbox"/> ATA 1-7-14 (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 1-7-04 or 1-7-05 (Non-Auto)	<input type="checkbox"/> UNC 1-7-04 or 1-7-05 (Non-Auto)		
Pole attachment changes in terms and conditions and price changes.	<input type="checkbox"/> UNC 1-7-23(B) (Non-Auto)	<input type="checkbox"/> UNC 1-7-05 (Non-Auto)		
CMRS Providers See 4901:1-6-15	<input type="checkbox"/> RCC [Registration & Change in Operations] (0 day)		<input type="checkbox"/> NAG [Interconnection Agreement or Amendment] (Auto 90 days)	
Other* (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.

AFFIDAVIT

Compliance with Commission Rules and Service Standards

I am an officer/agent of the applicant corporation, Fidelity Telecom, 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 rules 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) _____ at (Location) Beachwood, Ohio

*(Signature and Title) Ron Kohn, Managing Member

(Date) 7-17-09

- *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.*

VERIFICATION

I, Ron Kohn, 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) Ron Kohn, Managing Member

(Date) 7-17-09

**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.*

Send your completed Application Form, including all required attachments 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

The Public Utilities Commission of Ohio
TELECOMMUNICATIONS SUPPLEMENTAL APPLICATION FORM
for CARRIER CERTIFICATION
(Effective: 09/19/2007)

(Pursuant to Case Nos. 06-1344-TP-ORD and 06-1345-TP-ORD)
NOTE: This SUPPLEMENTAL form must be used WITH the
TELECOMMUNICATIONS APPLICATION FORM for ROUTINE PROCEEDINGS.

In the Matter of the Application of Fidelity Telecom, LLC to)
apply for Certificate of Public Convenience and)
Necessity to provide facilities-based and resold CLEC)
telecommunication services in Ohio)

Case No. 09 - 718 - **TP** - ACE

Name of Registrant(s) Fidelity Telecom, LLC

DBA(s) of Registrant(s) _____

Address of Registrant(s) 23250 Chagrin Blvd., Suite 250, Beachwood, OH 44122

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

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

List of Required Exhibits

Tariffs: (Include all that apply)

☐ Interexchange Tariff¹

☒ Local Tariff¹

☒ Carrier-to-Carrier (Access) Tariff

Description of Services

NOTE: All Facilities-Based carriers must file an Access Tariff

☒ Service provisioned via Resale

☐ Service provisioned via Facilities

☒ Both Resold and Facilities-based

☒ Description of Proposed Services

☐ Statement about the provision of
CTS services

☒ Description of the proposed
market area

☒ Explanation of how the proposed
services in the proposed market
area are in the public interest.

☒ Description of the class of customers (e.g., residence, business) that the
applicant intends to serve

Business Requirements

Evidence of Registration with:

☒ Ohio Department of Taxation

☒ Ohio Secretary of State² &
Certificate of Good Standing

Documentation attesting to the applicant's financial viability, including the following:

☒ An executive Summary describing the applicant's current financial condition, liquidity, and capital resources. Describe internally generated sources of cash and external funds available to support the applicant's operations that are the subject of this certification application.

☒ Copy of financial statements (actual and pro forma income statement and a balance sheet). Indicate if financial statements are based on a certain geographical area(s) or information in other jurisdictions

☒ Documentation to support the applicant's cash and funding sources.

Documentation attesting to the applicant's managerial ability and corporate structure, including the following:

☒ Documentation attesting to the applicant's technical and managerial expertise relative to the proposed service offering(s) and proposed service area

☒ List of names, addresses, and phone numbers of officers and directors, or partners.

☒ Documentation indicating the applicant's corporate structure and ownership

☒ Information regarding any similar operations in other states.

If this company has been previously certified in the State of Ohio, include that certification number _____

¹ Detariffed services are regulated but not required to be filed in a tariff. For purposes of Certification, all detariffed services offered must be provided as an exhibit.

² Certification from Ohio Secretary of State (domestic or foreign corporation, authorized use of fictitious name, etc.), and Certificate of Good Standing is required.

- ☒ Verification that the applicant will maintain local telephony records separate and apart from any other accounting records in accordance with the GAAP.

Documentation attesting to the applicant's managerial ability and corporate structure (cont'd):

- ☒ Verification of compliance with any affiliate transaction requirements

Documentation attesting to the applicant's proposed interactions with other Carriers

- ☒ Explanation as to whether rates are derived through (check all applicable):
- ☒ interconnection agreement ☐ retail tariffs ☒ resale tariffs
- ☒ Explanation as to which service areas company currently has an approved interconnection or resale agreement.
- ☒ A notarized affidavit accompanied by bona fide letters requesting negotiation pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 and a proposed timeline for construction, interconnection, and offering of services to end users.

Documentation attesting to the applicant's proposed interactions with Customers

- ☒ Explanation of whether applicant intends to provide Local Services which require payment in advance of Customer receiving dial tone.
- ☒ Tariff sheet(s) listing the services and associated charges that must be paid prior to customer receiving dial tone (if applicable)
- ☒ A sample copy of the customer bill and disconnection notice the applicant plans to utilize.
- ☒ Provide a copy of any customer application form required in order to establish residential service, if applicable.
- ☒ For CLECs, List of Ohio ILEC Exchanges the applicant intends to serve
(Use spreadsheet from: http://www.puc.state.oh.us/puco/forms/form.cfm?doc_id=357)
- ☒ If Mirroring the entire ILEC exchanges for both serving area and local calling areas, tariffs may incorporate by reference. If not mirroring the entire ILEC serving and/or local calling areas, the CLEC shall specifically define their service and local calling areas in the tariff.

Affidavit

I am an authorized representative of the applicant corporation Fidelity Telecom, LLC
(Name)

and I am authorized to make this statement on its behalf. I attest that I have utilized the Telecommunications Supplemental Application Form for Carrier Certification 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.

Executed on _____

at Beachwood, Ohio


(Signature and Title) Ron Kohn, Managing Member

7-17-09
(Date)

EXHIBIT LIST

EXHIBIT A	TARIFF
EXHIBIT B	DESCRIPTION OF SERVICES
Exhibit B-1	How Service Provisioned
Exhibit B-2	Description of Proposed Services
Exhibit B-3	Statement about Provision of CTS Services
Exhibit B-4	Description of Proposed Market Area
Exhibit B-5	Explanation of How Proposed Market Area is in Public Interest
Exhibit B-6	Description of Class of Customers Served
EXHIBIT C	BUSINESS REQUIREMENTS
Exhibit C-1	Registration with Ohio Department of Taxation
Exhibit C-2	Certification Ohio Secretary of State and Good Standing Certificate
EXHIBIT D	DOCUMENTATION ATTESTING TO FINANCIAL VIABILITY
Exhibit D-1	Executive Summary of Financial Condition, Liquidity, and Capital Resources
Exhibit D-2	Financial Statements (Actual and Pro Forma Income Statement and Balance Sheet)
Exhibit D-3	Documentation to support cash and funding sources.
EXHIBIT E	MANAGERIAL ABILITY AND CORPORATE STRUCTURE
Exhibit E-1	Technical and Managerial Expertise
Exhibit E-2	Officers and Directors
Exhibit E-3	Corporate Structure and Ownership
Exhibit E-4	Similar Operations in Other States
Exhibit E-5	Verification Records Maintained in Accordance with GAAP
Exhibit E-6	Compliance with Affiliate Transaction Requirements
EXHIBIT F	Documentation Attesting to Proposed Interactions with Carriers
Exhibit F-1	Rate Derivation
Exhibit F-2	Explanation Service Areas Approved Interconnection or Resale Agreement
Exhibit F-3	Notarized Affidavit accompanied by bona fide letters requesting negotiation, proposed timeline for construction, interconnection, and offering of service to end users.
EXHIBIT G	Documentation Attesting to Proposed Interactions with Customers
Exhibit G-1	Explanation of Required Payment in Advance of Receiving Dial Tone
Exhibit G-2	Tariff Sheets for Services and Charges to be Paid Prior to Receiving Dial Tone
Exhibit G-3	Sample Bill and Disconnection Notice
Exhibit G-4	Customer Application to Establish Residential Service
Exhibit G-5	List of Ohio ILEC Exchanges
Exhibit G-6	Mirroring Statement

EXHIBIT A
Tariffs (See Exhibit A-1)

EXHIBIT A-1
Local Exchange Tariff

Local Exchange Services P.U.C.O. Tariff No. 2

Local Exchange Service Catalog

Carrier-to-Carrier (Access) Tariff P.U.C.O. Tariff No. 3

LOCAL EXCHANGE SERVICES

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES

APPLYING TO LOCAL EXCHANGE SERVICE AND

INTEREXCHANGE SERVICE FURNISHED BY

FIDELITY TELECOM, LLC

THROUGHOUT THE STATE OF OHIO

This tariff describes the terms, conditions, services and rates applicable to the provision of local exchange telecommunications services regulated and tariffed in accordance with the Competitive Retail Telephone Rules (Case No. 06-1345-TP-ORD).

The Company provides certain Detariffed/Nonregulated services which are found in the Company's Pricing Guide, available for viewing at the Company's principal place of business at 23250 Chargin Blvd, Suite 250, Beachwood, OH 44122 or toll free at (888) 756-9706.

ISSUED: August 12, 2009

EFFECTIVE: September 11, 2009

Issued under authority of the Public Utilities Commission of Ohio,

Dated _____, in Case No. ____-____-TP-ACE

Issued by: Ron Kohn, Managing Member
FIDELITY TELECOM, LLC
23250 Chargin Blvd, Suite 250
Beachwood, OH 44122

LOCAL EXCHANGE SERVICES

CHECK SHEET

Pages inclusive of this tariff are effective as of the date shown. Original and revised pages, as named below, comprise all changes from the original tariff in effect on the date indicated.

<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>
1	Original	26	Original
2	Original	27	Original
3	Original	28	Original
4	Original	29	Original
5	Original	30	Original
6	Original	31	Original
7	Original	32	Original
8	Original	33	Original
9	Original	34	Original
10	Original	35	Original
11	Original	36	Original
12	Original	37	Original
13	Original	38	Original
14	Original	39	Original
15	Original	40	Original
16	Original	41	Original
17	Original		
18	Original		
19	Original		
20	Original		
21	Original		
22	Original		
23	Original		
24	Original		
25	Original		

ISSUED: August 12, 2009

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Issued under authority of the Public Utilities Commission of Ohio,

Dated _____, in Case No. ____-____-TP-ACE

Issued by: Ron Kohn, Managing Member
FIDELITY TELECOM, LLC
23250 Chargin Blvd, Suite 250
Beachwood, OH 44122

LOCAL EXCHANGE SERVICES

TABLE OF CONTENTS

CHECK SHEET.....	1
TABLE OF CONTENTS.....	2
EXPLANATION OF SYMBOLS	3
APPLICATION OF TARIFF	4
1. DEFINITIONS.....	5
2. REGULATIONS	9
3. SERVICE DESCRIPTIONS AND RATES	26
4. PROMOTIONAL OFFERINGS.....	41

ISSUED: August 12, 2009

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Dated _____, in Case No. ____-____-TP-ACE

Issued by: Ron Kohn, Managing Member
FIDELITY TELECOM, LLC
23250 Chagrin Blvd, Suite 250
Beachwood, OH 44122

LOCAL EXCHANGE SERVICES

**EXPLANATION OF SYMBOLS, REFERENCE MARKS,
AND ABBREVIATIONS OF TECHNICAL TERMS
USED IN THIS TARIFF**

The following symbols shall be used in this tariff for the purpose indicated below:

- C - To signify changed regulation.
- D - To signify decreased rate.
- I - To signify increased rate.
- T - Textural Change.
- N - New rate or regulation.

ISSUED: August 12, 2009

EFFECTIVE: September 11, 2009

Issued under authority of the Public Utilities Commission of Ohio,
Dated _____, in Case No. ____-____-TP-ACE

Issued by: Ron Kohn, Managing Member
FIDELITY TELECOM, LLC
23250 Chargin Blvd, Suite 250
Beachwood, OH 44122

LOCAL EXCHANGE SERVICES

APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate communications services by FIDELITY TELECOM, LLC, to Customers within the local exchange service area defined herein. This tariff is effective only where an approved interconnection agreement exists with the incumbent LEC currently serving such area.

The tariff describes the Company's terms, conditions, services and rates applicable to the provision of local exchange telecommunications services regulated in accordance with Competitive Retail Telephone Rules (Case No. 06-1345-TP-ORD).

Descriptions and rates for detariffed service offerings are found in the Company's Price Guide, available by contacting the Company at 23250 Chargin Blvd, Suite 250, Beachwood, OH 44122 or toll free at (888) 756-9706.

The Company is subject to the Commission's rules for Minimum Telephone Service Standards (MTSS) found in Chapter 4901:1-5 of the Ohio Administrative Code. Customers have certain rights and responsibilities under the MTSS and these safeguards can be found in the appendix to rule 4901:1-5-03 of the Ohio Administrative Code. These rights and responsibilities include complaint handling, ordering or changing service, service repair, payment of bills, and disconnection and reconnection of service.

ISSUED: August 12, 2009

EFFECTIVE: September 11, 2009

Issued under authority of the Public Utilities Commission of Ohio,

Dated _____, in Case No. ____-____-TP-ACE

Issued by: Ron Kohn, Managing Member
FIDELITY TELECOM, LLC
23250 Chargin Blvd, Suite 250
Beachwood, OH 44122

LOCAL EXCHANGE SERVICES

SECTION 1 - DEFINITIONS**1. Definitions**

Certain terms used generally throughout this tariff are defined below.

Account Codes: Allows a User to allocate local calls to a digital, non-verified account code.

Advance Payment: Payment of all or part of a charge for special construction required before the start of service.

Authorized User: A person, firm, corporation or other entity that either is authorized by the Customer to use local exchange telephone service or is placed in a position by the Customer, either through acts or omissions, to use local exchange telephone service.

Call Forward Busy: Automatically routes incoming calls to a designated answering point when the called line is busy.

Call Forward No Answer: Automatically routes incoming calls to a designated answering point when the called line does not answer within a pre-specified number of rings.

Call Forward Variable: Automatically routes incoming calls to a designated answering point, regardless of whether the user's Station is idle or busy.

Call Hold: Allows the User to hold one call for any length of time provided that neither party goes On- Hook.

Call Park: Allows a User to "park" a call against their directory number within the business group and "unpark" the call from any other directory number. A business group consists of a series of Customer-defined telephone numbers.

Call Pickup: Allows a User to answer incoming calls to another Station line within a defined call pickup group. Call Pickup is provided as either Group Call Pickup, where predesignated groups can pickup each other's calls by activating an access code or a feature key, or Directed Call Pickup, where any call can be retrieved by dialing a different access code followed by the extension number.

Call Transfer/Consultation/Conference: Provides the capability to transfer or add a third party, using the same line.

Call Waiting: Provides the User with a burst of tone to indicate that another call is waiting. The second call can either be answered by flashing the switchhook or hanging up the phone and being rung back by the caller.

ISSUED: August 12, 2009

EFFECTIVE: September 11, 2009

Issued under authority of the Public Utilities Commission of Ohio,

Dated _____, in Case No. ____-____-TP-ACE

Issued by: Ron Kohn, Managing Member
FIDELITY TELECOM, LLC
23250 Chargin Blvd, Suite 250
Beachwood, OH 44122

LOCAL EXCHANGE SERVICES

SECTION 1 - DEFINITIONS1. Definitions (Cont'd)

Call Waiting Cancel: Allows a User to cancel the Call Waiting feature on a per call basis by dialing a specific two digit code.

Calling Number Delivery: Identifies the 10-digit number of the calling party.

Calling Number Delivery Blocking: Blocks the delivery of the number to the called party on a per call or per line basis.

Class of Service (COS): Used to prevent a Station from dialing certain codes and numbers.

Company: FIDELITY TELECOM, LLC , which is the issuer of this tariff.

Commission: The Public Utilities Commission of Ohio.

Conference/Six-Way: The User can sequentially call up to five other people and add them together to make up a six-way call.

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

Customer Group Dialing Plan: A dialing scheme shared by the members of a Customer group, such as 4 digit internal dialing.

Dial Pulse (DP): The pulse type employed by rotary dial Station sets.

Direct Inward Dialing (DID): A service attribute that routes incoming calls directly to Stations, by-passing a central answering point.

Do Not Disturb: Allows the User to prevent incoming calls from ringing its line by diverting them to a tone or a recorded announcement that informs the caller that the User is not accepting calls at this time.

Dual Tone Multi-Frequency ("DTMF"): The pulse type employed by tone dial Station sets.

Hunting: Routes a call to an idle Station line. With Serial Hunting, calls to a member of a hunt group will search from that point to the end of the group and stop.

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

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Dated _____, in Case No. ____-____-TP-ACE

Issued by: Ron Kohn, Managing Member
FIDELITY TELECOM, LLC
23250 Chargin Blvd, Suite 250
Beachwood, OH 44122

LOCAL EXCHANGE SERVICES

SECTION 1 - DEFINITIONS1. Definitions (Cont'd)

Joint User: A person, firm or corporation designated by the Customer as a user of local exchange service furnished to the Customer by the Company, and to whom a portion of the charges for such facilities are billed under a joint use arrangement.

LATA: A local access and transport area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192 for the provision and administration of communications services.

Least Idle Trunk Selection (LIDL): LIDL trunk selection occurs when a switching unit selects from a Trunk group the Trunk that has been idle for the shortest period of time.

Local Calling: A completed call or telephonic communication between a calling Station and any other station within the local service area of the calling Station.

Local Exchange Carrier: Any individual, partnership, association, joint-stock company, trust governmental entity or corporation engaged in the provision of local exchange telephone service.

Mbps: Megabits, or million of Bits, per second.

Message Waiting: This feature provides an indication to a Station User that a message is waiting. Indications may be visual (lamp) or audible (stuttered dialtone).

Most Idle Trunk Selection (MIDL): MIDL Trunk selection occurs when a switching unit selects from a Trunk group the Trunk that has been idle for the longest period of time.

Multiple Appearance Directory Numbers: A directory number that is assigned more than once to one or more Proprietary Business Sets.

Multi-Frequency ("MF"): An inter-machine pulse-type used for signaling between telephone switches or between telephone switches and PBX/key systems.

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 the Service Order is executed.

Off-Hook: The term "off-hook" denotes the active condition of a telephone exchange service line.

On-Hook: The term "on-hook" denotes the idle condition of a telephone exchange service line.

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LOCAL EXCHANGE SERVICES

SECTION 1 - DEFINITIONS1. Definitions (Cont'd)

Originating Off-Net: A call terminating on and placed via non-company owned or leased facilities.

Originating On-Net: A call terminating on and placed via company owned or company leased facilities.

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

Presubscription: Presubscription is an arrangement whereby an end user may select and designate to the Telephone Company an interexchange carrier (IXC) to access, without an access code, for toll calls. This IXC is referred to as the end user's predesignated IXC.

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 standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance of service. The parties may mutually agree on a substitute Service Commencement Date.

Service Order: A request for local exchange service by the Customer in a format specified by the Company. Service Orders shall contain or reference the name and address of the Customer, a specific description of the services ordered, the rate to be charged, the duration of the services, and the terms and conditions in this tariff. The customer may initiate a Service Order by telephone, e-mail or other electronic means, or in writing, however, the Company reserves the right to require that Service Orders be executed by the Customer prior to initiating service.

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

Speed Call: Provides a User with the option to call selected directory numbers by dialing a one or two-digit code.

Station: Telephone equipment from or to which calls are placed.

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

User: A Customer or any other person authorized by the Customer to use service provided under this tariff.

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LOCAL EXCHANGE SERVICES

SECTION 2 – REGULATIONS**2. Regulations****2.1 Undertaking of the Company****2.1.1 Scope**

The Company undertakes to furnish communications service in connection with one-way and/or two-way information transmission between points within the State of Ohio under the terms of this tariff.

Customers may use services and facilities provided under this tariff to obtain access to services offered by other service providers. The Company is responsible under this tariff only for the services and facilities provided herein, 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.

2.1.2 Shortage of Equipment or Facilities

2.1.2.1 The Company reserves the right to limit or 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.

2.1.2.2 The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the facilities the Company may obtain from other carriers, from time to time, to furnish service as required at the sole discretion of the Company.

2.1.3 Terms and Conditions

2.1.3.1 Except as otherwise provided herein, service is provided and billed on the basis of a minimum period of at least one month, and shall continue to be provided until canceled by the Customer. Unless otherwise specified herein, for the purpose of computing charges in this tariff, a month is considered to have 30 days. All calculations of dates set forth in this tariff shall be based on calendar days, unless otherwise specified herein.

2.1.3.2 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 rate to be charged, the duration of the services, and the terms and conditions in this tariff.

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LOCAL EXCHANGE SERVICES

SECTION 2 – REGULATIONS**2. Regulations (Cont'd)****2.1 Undertaking of the Company (Cont'd)****2.1.3 Terms and Conditions (Cont'd)**

2.1.3.3 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 termination. The rights and obligations that by their nature extend beyond the termination of the term of the Service Order shall survive such termination.

2.1.3.4 Reserved for future use.

2.1.3.5 Another Telephone Company must not interfere with the right of any person or entity to obtain service directly from the Company.

2.1.3.6 The Customer has no property right to the telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business. Nothing in this provision shall be construed to be inconsistent with number portability requirements.

2.1.3.7 The Customer agrees to operate Company-provided equipment in accordance with instructions of the Company or the Company's 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 2.1.3.8 below.

2.1.3.8 The Customer agrees to return to the Company all Company-provided equipment delivered to 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 Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.

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LOCAL EXCHANGE SERVICES

SECTION 2 – REGULATIONS**2. Regulations (Cont'd)****2.1 Undertaking of the Company (Cont'd)****2.1.4 Liability of the Company**

Because the Customer has exclusive control of its communications over the services furnished by the Company, and because interruptions and errors incident to these services are unavoidable, the services the Company furnishes are subject to the terms, conditions, and limitations specified in this tariff and to such particular terms, conditions, and limitations as set forth in the special regulations applicable to the particular services and facilities furnished under this tariff.

2.1.4.1 The liability of the Company for damages arising out of the furnishing of these 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 of commission or omission, shall be limited to the extension of allowances for interruption and any other remedies specified by the Commission pursuant to the Minimum Telephone Service Standards.

2.1.4.2 The Company shall not be liable or responsible for any special, consequential, exemplary, lost profits, or punitive damages, whether or not caused by the intentional acts or omissions or negligence of the Company's employees, agents or contractors.

2.1.4.3 The Company shall not be liable for any failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and 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 any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.

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LOCAL EXCHANGE SERVICES

SECTION 2 – REGULATIONS**2. Regulations (Cont'd)****2.1 Undertaking of the Company (Cont'd)****2.1.4 Liability of the Company (Cont'd)**

2.1.4.4 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.

2.1.4.5 The Company shall not be liable for the claims of vendors supplying equipment to Customers of the Company, which may be installed at premises of the Company, nor shall the Company be liable for the performance of said vendor or vendor's equipment.

2.1.4.6 The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, 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.

2.1.4.7 The Company shall not be liable for any damages whatsoever to property resulting from the installation, maintenance, repair or removal of equipment and associated wiring unless the damage is caused by the Company's willful misconduct or negligence.

2.1.4.8 The Company shall not incur any liability, direct or indirect, to any person who dials or attempts to dial the digits "9-1-1" or to any other person who may be affected by the dialing of the digits "9-1-1".

2.1.4.9 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 AND FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

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LOCAL EXCHANGE SERVICES

SECTION 2 – REGULATIONS**2. Regulations (Cont'd)****2.1 Undertaking of the Company (Cont'd)****2.1.4 Liability of the Company (Cont'd)**

2.1.4.10 Approval of limitation of liability language by the Commission does not constitute a determination by the Commission that the limitation of liability imposed by the Company should be upheld in a court of law. Approval by the Commission merely recognizes that since it is a court's responsibility to adjudicate negligence and consequential damage claim, it is also the court's responsibility to determine the validity of the exculpatory clauses.

2.1.4.11 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. Customer shall be free to pursue whatever legal remedies they may have should a dispute arise.

2.1.5 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 affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notifications requirements. With some emergency or unplanned service-affecting conditions, such as outage resulting from cable damage, notification to the Customer may not be possible.

2.1.6.1 The Company shall use reasonable efforts to maintain facilities 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 installed by the Company, except upon the written consent of the Company.

2.1.6.2 Equipment installed 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.

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LOCAL EXCHANGE SERVICES

SECTION 2 – REGULATIONS**2. Regulations (Cont'd)****2.1 Undertaking of the Company (Cont'd)****2.1.6 Provision of Equipment and Facilities**

2.1.6.3 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. Beyond this responsibility, the Company shall not be responsible for:

- (a) the transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
- (b) the reception of signals by Customer provided equipment; or
- (c) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

2.1.7 Non-routine Installation

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

2.1.8 Ownership of Facilities

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

LOCAL EXCHANGE SERVICES

SECTION 2 – REGULATIONS**2. Regulations (Cont'd)****2.1 Undertaking of the Company (Cont'd)****2.1.9 Telecommunications Service Priority**

The Telecommunications Service Priority System is the regulatory, administrative and operational system authorizing and providing for priority treatment, to provide and restore National Security Emergency Preparedness Telecommunications service. Under the rules of the Telecommunications Service Priority System, The Telephone Company is authorized and required to provide and restore services with Telecommunications Service Priority assignments before services without such assignments. The provision and restoration of Telecommunications Service Priority System services shall be in compliance with Part 64, Appendix A, of the Federal Communications Commission's Rules and Regulations, the guidelines set forth in the Telecommunications Service Priority for National Security Emergency Preparedness Service User Manual and Service Vendor Handbook.

2.2 Prohibited Uses

2.2.1 The service 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, licenses, consents and permits.

2.2.2 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

2.3.1 The Customer shall be responsible for:

- (a) the payment of all applicable charges pursuant to this tariff;
- (b) 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 noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer's premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subrogated to the Company's right of recovery of damages to the extent of such payment.

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LOCAL EXCHANGE SERVICES

SECTION 2 – REGULATIONS**2. Regulations (Cont'd)****2.3 Obligations of the Customer**

- (c) 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, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- (d) 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 local exchange service to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1(c). Any costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;
- (e) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's 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;
- (f) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1 (d) above; 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;

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LOCAL EXCHANGE SERVICES

SECTION 2 – REGULATIONS**2. Regulations (Cont'd)****2.3 Obligations of the Customer (Cont'd)**

- (g) not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities; and
- (h) making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.

2.3.2 Claims

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

- (a) any loss, destruction or damage to property of the Company or any third party, or the death of or injury to persons, including, but not limited to, employees or invitees of either the Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or
- (b) 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 the Company's services and facilities in a name not contemplated by the agreement between the Customer and the Company.

2.4 Customer Equipment and Channels**2.4.1 General**

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

LOCAL EXCHANGE SERVICES

SECTION 2 – REGULATIONS**2. Regulations (Cont'd)****2.4.2 Station Equipment**

2.4.2.1 The Customer is responsible for providing and maintaining any terminal equipment on the Customer premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations. The Company will, where practicable, notify the Customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair the Company's right to discontinue forthwith the use of a service temporarily if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition that gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions as set forth in Section 2.6 following is not applicable.

2.4.2.2 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 other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

2.4.3 Interconnection of Facilities

2.4.3.1 Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing local exchange service and the channels, facilities, or equipment of others may be provided at the Customer's expense.

2.4.3.2 Local Service may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.

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LOCAL EXCHANGE SERVICES

SECTION 2 – REGULATIONS**2. Regulations (Cont'd)****2.4 Customer Equipment and Channels (Cont'd)**

2.4.3.3 Facilities furnished under this tariff may be connected to Customer provided terminal equipment in accordance with the provisions of this tariff.

2.4.4 Inspections

2.4.4.1 Upon reasonable 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 2.4.2.2 for the installation, operation, and maintenance of Customer-provided facilities and equipment to Company-provided facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.

2.5 Payment Arrangements**2.5.1 Payment for Service**

The Customer is responsible for payment of all charges for service and facilities furnished by the Company to the Customer or its Joint or Authorized Users.

2.5.2 Billing and Collection of Charges

Bills will be rendered monthly to Customer.

2.5.2.1 All service, installation, monthly Recurring Charges and Non-Recurring Charges shall not be due earlier than fourteen (14) days from the date of the postmark on the bill. If not paid by the due date, it then becomes past due. For residential service the Company shall offer the option of deferred payment arrangements, with the option to spread installation charges over a period of three months.

2.5.2.2 The Company shall present bills for Recurring Charges monthly to the Customer, in advance of the month which service is provided. Usage charges will be billed in arrears.

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LOCAL EXCHANGE SERVICES

SECTION 2 – REGULATIONS**2. Regulations (Cont'd)**

2.5.2.3 For new customers or existing customers whose service is disconnected, 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.

2.5.2.4 Amounts not paid within 30 days after the date of invoice, but no sooner than 14 days after the postmark on the bill, are considered past due.

2.5.2.5 Checks with insufficient funds or non-existing accounts will be assessed a fee as follows, except as may be waived under appropriate circumstances.

<u>Maximum</u>	<u>Current</u>
\$30.00	\$25.00

2.5.3 Disputed Bills

The date of the dispute shall be the date the Company receives sufficient documentation to enable it to investigate the dispute. The date of the resolution is the date the Company completes its investigation and notifies the Customer of the disposition of the dispute.

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LOCAL EXCHANGE SERVICES

SECTION 2 – REGULATIONS

- 2.5.4 Customer inquiries or complaints regarding service or accounting may be made in writing or by telephone to the Company at:

FIDELITY TELECOM, LLC	Telephone:	(216) 593-0300
23250 Chargin Blvd, Suite 250	Facsimile:	(866) 549-6489
Beachwood, OH 44122	Toll Free:	(888) 756-9706

Any objection to billed charges should be reported promptly to the Company. Customer is responsible for all nondisputed charges. If after investigation and review by the Company, a disagreement remains as to the disputed amount, the customer may file an appropriate complaint with the PUCO in accordance with the Commission's rules of procedure:

Service Monitoring and Enforcement Department
Public Utilities Commission of Ohio
180 East Broad Street, Tenth Floor
Columbus, OH 43215-3793

Toll Free Telephone: 1-800-686-7826
TTY Toll Free Telephone: 1-800-686-1570

From 8:00 AM to 5:00 PM (EST) weekdays or at www.puco.ohio.gov.

Residential customer may also contact the Ohio Consumers' Counsel for assistance with complaint and utility issues at:

Toll Free: 1-877-742-5622

From 8:00 AM to 5:00 PM (EST) weekdays or at www.pickocc.org.

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LOCAL EXCHANGE SERVICES

SECTION 2 – REGULATIONS**2.5.5 Deposits**

2.5.5.1 To safeguard its interests, the Company may, pursuant to the Minimum Telephone Standards as codified in Chapter 4901:1-5 of the Ohio Administrative Code, require a Customer 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. A deposit may be required if the Customer does not otherwise satisfactorily establish credit under the criteria set forth in Chapter 4901:1-5 of the Telephone Service Standards as codified in Chapter 4901:1-5 of the Ohio Administrative Code. All deposits will be handled pursuant to the Minimum Telephone Service Standards as codified in Chapter 4901:1-5 of the Ohio Administrative Code. 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 average monthly bill for all regulated local exchange services for the ensuing twelve months, plus thirty percent (30%) of estimated monthly recurring charges.

2.5.5.2 Reserved for future use.

2.5.5.3 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 within 45 days from the date of termination. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account.

2.5.5.4 Deposits held for 180 days or longer will accrue interest at a rate specified by the PUCO in Rule 4901: 1-17-05 of the Ohio Administrative Code and will be refunded to the customer after twelve consecutive month of payment.

2.5.6 Discontinuance of Service

2.5.6.1 Disconnection of local and toll service will be in accordance with Rule 4901:1-5-17.

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Dated _____, in Case No. ____ - ____ -TP-ACE

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LOCAL EXCHANGE SERVICES

SECTION 2 – REGULATIONS**2. Regulation (Cont'd)****2.6 Allowances for Interruptions of Service**

2.6.1 Credit for Interruptions: At a minimum, credit allowances will be calculated consistent with MTSS Rule, 4901:1-5 of the Ohio Administrative Code.

2.6.2 Limitations on Allowances

No credit allowance will be made for:

- (a) service interruption caused as a result of negligent or willful act on the part of the subscriber;
- (b) interruptions due to the failure or malfunction of subscriber owned telephone equipment;
- (c) military action, wars, insurrection, riots, or strikes; or
- (d) is extended by the company's inability to gain access to the Customer's premises due to the Customer missing a repair appointment.

2.6.3 Use of Alternative Service Provided by the Company: Where the Company bears no liability for the interruption and 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 applicable tariffed rates and charges.

2.7 Cancellation of Service**2.7.1 Cancellation of Service by the Customer**

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, Customer agrees to pay to Company 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 2.5.2: all costs, fees and expenses reasonable incurred in connection with

- (1) All Non-Recurring Charges reasonably expended by Company to establish service to Customer, plus

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LOCAL EXCHANGE SERVICES

SECTION 2 – REGULATIONS**2. Regulation (Cont'd)****2.7 Cancellation of Service (Cont'd)****2.7.1 Cancellation of Service by the Customer (Cont'd)**

- (2) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus
- (3) all Recurring Charges specified in the applicable Service Order tariff for the balance of the then current term or as may be pro-rated in the absence of a term contract.

Commission approval of this provision does not constitute a determination of the reasonableness of termination liability.

2.8 Transfer 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 rights and duties (a) pursuant to any sale or transfer of substantially all the assets of the Company; or (b) pursuant to any financing, merger or reorganization of the Company.

2.9 Notices and Communications

- 2.9.1 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.
- 2.9.2 The Company shall designate on the Service Order and 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.

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LOCAL EXCHANGE SERVICES

SECTION 2 – REGULATIONS**2. Regulations (Cont'd)**

- 2.9.3 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 deposit 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.
- 2.9.4 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.
- 2.9.5 Subscriber bills will contain all of the information required by 4901:1-5 of the Ohio Administrative Code.

2.10 Universal Emergency Number Service – 9-1-1

Where requested by local government authorities, and subject to the availability of facilities, the Company will provide a universal number “911” dialing to its customers for simplified emergency access police, fire, and other emergency services. 911 calls will be routed for answering to a Public Safety Answering Point (PSAP) as designated by the local government unit authorized to establish and operate such systems. The Company does not undertake to answer and forward 911 calls, but furnishes the use of its facilities to enable the local government unit or its designee to answer and respond to such calls.

The 911 Calling Party, by calling 911 Service, gives consent for the Company to provide 911 information consisting of the name, address, telephone number, and other calling party information when available, to Law Enforcement Agencies and other emergency service providers on a call-by-call basis for the purpose of enabling those agencies or service providers to respond to emergency calls for assistance. Database inquires for 911 information consisting of name, address, telephone number and other information when available, will only be allowed for purposes of dispatching or responding to 911 emergency calls or integrity verification as prescribed by the applicable state codes, rules or legislation.

Customers with Unlisted or Non-published numbers as well as those customers who have requested per line blocking forfeits the privacy afforded by these services on calls made to 911.

The provision of 911 Service by the Company shall not be interpreted, construed, or regarded as being for the benefit of or creating any Company obligation, either expressed or implied, toward any third person or legal entity other than the customer. The company’s entire liability to any person for interruption or failure of 911 Service shall be limited to the terms specified in this Tariff or by statute.

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LOCAL EXCHANGE SERVICES

SECTION 3 – SERVICE DESCRIPTIONS AND RATES**3. Service Descriptions**

3.1 Local Exchange Service: The Company's Local Telephone Service provides a Customer with the ability to connect to the Company's switching network which enables the Customer to:

- place or receive calls to any calling Station in the customer's local calling area, as defined herein;
- access enhanced Universal Emergency Number/911 Service where available;
- access the interexchange carrier selected by the Customer for interLATA, intraLATA, interstate or international calling;
- access Operator Services;
- access Directory Assistance;
- place or receive calls to 800/888 telephone numbers;
- access Telecommunications Relay Service.

The Company's service can not be used to originate calls to other telephone companies caller-paid information services (e.g., 900, 976). Calls to those numbers and other numbers used for caller-paid information services will be blocked by the Company.

3.1.1 Exchange Areas Served

The company provides local exchange services in the territories served by AT&T Ohio, Cincinnati Bell, United Telephone d/b/a Embarq and Verizon North. The Company concurs in the exchange, rate class, local calling areas, and zone designations specified in the Local Exchange Services Tariffs of AT&T Ohio, Cincinnati Bell, United Telephone d/b/a Embarq and Verizon North.

3.1.2 General - The Company's Local Exchange Service is comprised of a Switched Network Access Channel and Local Usage is mandatory for all customers subscribing to the Company's local exchange service offerings. The remaining service elements, enhanced features and toll usage, are optional services available to customers.

3.1.3 Class of Service: The Local Exchange Service Offering is offered to primarily residential customers.

3.1.3.1 Local Exchange Service will be classified as Residential Service where the primary use is for social or domestic purposes and the location to which service is provided is a residence or the bona fide living quarter for a combined residence and business premises.

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Beachwood, OH 44122

LOCAL EXCHANGE SERVICES

SECTION 3 – SERVICE DESCRIPTIONS AND RATES3. Service Descriptions (Cont'd)3.1 Local Exchange Service (Cont'd)

3.1.4 Geographic Zones – Geographic zones for services reflecting a rate zone differential will mirror the zones of the incumbent local exchange carrier. See AT&T Ohio P.U.C.O. No. 20, Part 4, Section 1.2.A for current zones.

3.1.5 Switched Network Access Channels include the following features as standard and are offered in the following configurations:

Touchtone Dialing
One Directory Listing plus One Directory
Presubscription (both IntraLATA and InterLATA)
Calling number delivery blocking/per call
Toll restriction
900/976 Blocking

3.1.5.1 Basic - Switched Network Access Channels provides the Customer with a single, voice- grade analog communications channel with a single telephone number.

3.1.6 Local Usage Services – The Company's local exchange service subscribers may choose between two different calling packages: Per Message Calling and Unlimited Local Calling (available to residence subscribers only). Local Usage Service pertains to customer dialed calls to stations within the customer's local exchange or local calling areas as defined in Section 3.1.1

3.1.6.1 Per Message Rate – This option applies a single, per unit charge for each completed local message originated by the customer and terminating within the customer's local calling area.

3.1.6.2 Unlimited Local Calling – This option applies a single monthly charge for unlimited local calls. This usage option is restricted solely to residence customers.

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23250 Chargin Blvd, Suite 250
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LOCAL EXCHANGE SERVICES

SECTION 3 – SERVICE DESCRIPTIONS AND RATES3. Service Descriptions (Cont'd)3.1 Local Exchange Service (Cont'd)

- 3.1.7 Enhanced Calling Features – are a set of optional features available to the Company's local exchange service Customers that provide additional calling functionality. The Company offers the following optional features.

Feature

Call Forward Busy - allows incoming calls to a busy line to be routed to a preselected line.

Call Forward No Answer - allows incoming calls to automatically route to a preselected line when the called station is not answered after a preset number of rings.

Call Forward Variable - allows a customer to activate routing of incoming calls to another line in their key system or to an external number.

Call Hold – permits a customer to place a call on hold by depressing the switch hook, dialing an access code and going on hook.

Call Park – attendant places a call on hold, a code is then dialed to retrieve the call from the parked position.

Call Pickup, Group – all the phones in an area can be answered by dialing a code.

Call Waiting – provides a tone to alert a customer that a second party is calling, and allows the customer to answer the incoming call while holding the original connection.

Conference Three-Way - allows the customer to add a third party to an established call without operator assistance.

Message Waiting – allows a visual, and/or audible tone signal when there is a message waiting.

Automatic Callback - by dialing a code this feature automatically returns the last incoming call whether or not it was answered.

Calling Number Delivery (Caller ID) - allows a customer to identify the telephone number from which the call is being made. The telephone number is displayed on a customer provided display device.

Calling Number Delivery w/ Name (Caller ID w/ Name) - works along with Caller ID, displays telephone number and listed name associated with the telephone number.

*Calling Number Delivery Blocking (Per Line)** - prevents the display of the calling telephone number on all calls dialed.

Serial Hunting – a series of telephone lines are organized so that if the first line is busy the next line is hunted and so on until a free line is found.

*NOTE: Calling Name/Calling Number Delivery Blocking (Per Line) charge is waived if the Customer has a Non-listed or a Non-published number.

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LOCAL EXCHANGE SERVICES

SECTION 3 – SERVICE DESCRIPTIONS AND RATES**3.1.8 Local Exchange Service - Rates and Charges**

A Local Exchange Service Customer will be charged applicable Non-Recurring Charges, monthly Recurring Charges and Message charges

3.1.8.1 Non-Recurring Charges

	<u>Maximum</u>	<u>Actual</u>	
		<u>Residential</u>	<u>Business</u>
Service Connection Charge per line	\$100.00	\$37.35	\$37.35
Subsequent account changes (Changes, Additions per order	\$250.00	\$41.55	\$41.55
Presubscription Change			
Manual change	\$10.00	\$5.50	\$5.50
Electronic change	\$5.00	\$1.25	\$1.25
Optional Feature Activation (per order)	---	\$7.30	\$7.30

NOTE: Non-recurring account change charges will not apply during the initial 30 day period following completion of a service order.

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LOCAL EXCHANGE SERVICES

SECTION 3 – SERVICE DESCRIPTIONS AND RATES3. Service Descriptions (Cont'd)3.1.8 Local Exchange Service (Cont'd)3.1.8.2 Monthly Recurring ChargesRESIDENTIAL FLAT RATE LOCAL EXCHANGE SERVICE

Flat Rate Local Exchange Service provides a Customer with a single, analog voice-grade telephonic communications channel that can be used to place or receive one call at a time. Flat Rate Local Exchange Service lines are provided for the connection of Customer-provided wiring, telephone, facsimile machines or other station equipment. Local exchange service lines and trunks are provided on a single party (individual) basis only. No multi-party lines are provided. Flat Rate Local Exchange Service includes unlimited local exchange calling per month.

Recurring charges for Flat Rate Local Exchange Service are billed monthly in advance. Non-recurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company.

	<u>Maximum</u>	<u>Actual</u> <u>Residential</u>
Nonrecurring Set-up Fee Per Account	\$100.00	\$100.00
Local Exchange Line Per Month	\$100.00	\$100.00

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23250 Chargin Blvd, Suite 250
Beachwood, OH 44122

 LOCAL EXCHANGE SERVICES

SECTION 3 – SERVICE DESCRIPTIONS AND RATES3. Service Descriptions (Cont'd)3.1.8 Local Exchange Service (Cont'd)3.1.8.2 Monthly Recurring Charges (Cont'd)BUSINESS FLAT RATE LOCAL EXCHANGE SERVICE

Business Saver, a local exchange service available to business Customers, provides the Customer with a local exchange access line, unlimited local usage and unlimited access to Calling Features at no additional charge.

1) Service Features

Business Saver provides the following:

- A. Local Exchange Service: Local Exchange Access Line and unlimited local exchange calling.
- B. Calling Features: Unlimited access to all optional features at no additional charge¹.

2) Rates

A. Initiation Fee

	<u>Maximum</u>	<u>Actual</u>
Per Account ²	\$100.00	\$100.00

B. Local Exchange Service

Includes Local Exchange Access line, unlimited local usage and unlimited Call Management features.

Monthly Rate Per Line

	<u>Maximum</u>	<u>Actual</u>
1 line	\$100.00	\$100.00
Add'l lines	\$100.00	\$100.00

¹ Calling features added after initial service installation will be billed a Service Order Change Charge.

² Initiation fee will be billed on a final invoice only if the Customer cancels service within the first billing period.

LOCAL EXCHANGE SERVICES

SECTION 3 – SERVICE DESCRIPTIONS AND RATES3. Service Descriptions (Cont'd)3.1.8 Local Exchange Service (Cont'd)3.1.8.3 Enhanced Calling Feature Charges

	<u>Maximum</u>	<u>Monthly recurring charge</u>	
		<u>Residential</u>	<u>Business</u>
Caller ID – Numeric listing	\$10.00	\$6.00	\$6.00
Call Waiting	\$20.00	\$5.00	**
Caller ID Blocking*	\$20.00	N/C	**
Automatic Callback	---	\$4.00	**
Conference Three Way	---	\$3.50	**
Call Forwarding Busy	---	\$4.00	**
Message Waiting	---	\$0.25	**
Call Forwarding No Answer	---	\$4.00	**
Remote Call Forwarding	---	\$17.40	**
Call Forwarding Variable	---	\$4.00	**
Serial Hunting	---	\$0.50	**
Call Hold	---	\$4.00	**
Speed Call (up to 8 numbers)	---	\$4.00	**
Call Park	---	\$4.00	**
Call Pickup, Group	---	\$7.00	**
Caller ID – Number and Name	---	\$1.95	**

* Calling Number Delivery Blocking – Per Line charge is waived if the Customer has a Non-listed or a Non-published number.

** Detariffed features available to business customers are located in the Company's Pricing Guide.

*** This charge is currently being waived for all customers

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LOCAL EXCHANGE SERVICES

SECTION 3 – SERVICE DESCRIPTIONS AND RATES**3. Service Descriptions (Cont'd)****3.2 Directory Assistance**

A Customer may obtain Local Directory Assistance (DA) in determining telephone numbers within its local calling area by calling the Directory Assistance operator. The Customer may request a maximum of two telephone numbers per call to Directory Assistance service without additional charges. Directory Assistance includes the option for call completion to the requested number at an additional charge as specified below. The Call Completion option provides, when selected by the customer, for the automatic dialing of the requested number.

3.2.1 Each call to Directory Assistance will be charged as follows.

	<u>Residential</u>	<u>Actual</u> <u>Business</u>
DA, per call	\$2.99	*
DA, with call completion	\$2.99	*

3.2.2 A credit will be given for calls to Directory Assistance as follows:

- The Customer experiences poor transmission or is cut-off during the call; or
- The Customer is given an incorrect telephone number.

To obtain such a credit, the Customer must notify Company's Customer Service representative.

* Detariffed services available to business customers are located in the Company Pricing Guide.

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Beachwood, OH 44122

 LOCAL EXCHANGE SERVICES

SECTION 3 – SERVICE DESCRIPTIONS AND RATES3. Service Descriptions (Cont'd)3.3 Operator Assistance (Traditional)

A Customer may obtain the assistance of a local operator to complete local exchange telephone calls in the following manner. Surcharges as specified in Section 3.3.1 will apply:

Third Number Billing: Provides the Customer with the capability to charge a local call to a third number which is different from the called or calling party. The party answering at the third number has the option to refuse acceptance of the charges in advance or when queried by the operator.

Collect Calls: Provides the Customer with the capability to charge a call to the called party. On the operator announcement of a collect call, the called party has the option to refuse acceptance of charges in advance or when queried by the operator.

Calling Cards: Provides the Customer with the capability to place a call using a calling card with or without the assistance of an operator.

Person to Person: Calls completed with the assistance of an operator to a particular Station and person specified by the caller. The call may be billed to the called party.

Station to Station: Calls completed with the assistance of an operator to a particular Station. The call may be billed to the called party.

3.3.1 Operator Assisted (Traditional) Surcharges: The following surcharges will be applied on a per call basis.

	<u>Residential</u>	<u>Actual</u> <u>Business</u>
Calling Card/Operator	\$2.00	*
Calling Card/Automatic	\$1.50	*
Third Number Billing	\$2.50	*
Collect Calling	\$2.50	*
Person to Person	\$4.00	*
Station to Station	\$2.50	*

* Detariffed services available to business customers are located in the Company Pricing Guide.

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 Beachwood, OH 44122

 LOCAL EXCHANGE SERVICES

SECTION 3 – SERVICE DESCRIPTIONS AND RATES3. Service Descriptions (Cont'd)3.3 Operator Assistance (Traditional) (Cont'd)

3.3.2 Busy Line Verification and Interrupt Service: Busy Line Verification and Interrupt Service, which is furnished where and to the extent that facilities permit, provides the Customer with the following options:

3.3.2.1 Busy Line Verification: Upon request of the calling party, the Company will determine if the line is clear or in use and report to the calling party.

3.3.2.2 Busy line Verification with Interrupt: The operator will interrupt the call on the called line only if the calling party indicates an emergency and requests interruption. The operator will then interrupt the call, advising the called party the name of the calling party.

3.3.2.3 Rates: Rates for Busy Line Verification and Interrupt Service, as specified below, will apply under the following circumstances:

Per Request

	<u>Residential</u>	<u>Actual</u> <u>Business</u>
Busy Line Verification	\$1.00	*
Busy Line Interrupt	\$2.00	*

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 23250 Chargin Blvd, Suite 250
 Beachwood, OH 44122

LOCAL EXCHANGE SERVICES

SECTION 3 – SERVICE DESCRIPTIONS AND RATES3. Service Descriptions (Cont'd)3.4 Directory Listings

The Company shall provide a single directory listing, termed the primary listing, in the telephone directory published by the local exchange provider in the Customer's exchange area of the Station number which is designated as the Customer's main billing number. Directory listing of additional Company Station numbers, other than the Customer's main billing number, associated with a Customer's service will be provided for an additional monthly recurring charge per listing.

3.4.1 The Company reserves the right to limit the length of any listing in the directory by the use of abbreviations when, in its judgment, the clearness of the listing or the identification of the Customer is not impaired thereby. When more than one line is required to properly list the Customer, no additional charge is made.

3.4.2 The Company may refuse a listing which is known not to constitute a legally authorized or adopted name, contains obscenities in the name, or any listing which, in the opinion of the Company, is likely to mislead or deceive calling persons as to the identity of the listed party, or is a contrived name used for advertising purposes or to secure a preferential position in the directory or is more elaborate than is reasonably necessary to identify the listed party. The Company, upon notification to the Customer, will withdraw any listing which is found to be in violation of its rules with respect thereto.

3.4.3 Each listing must be designated Government, Business, or Residence to be placed in the appropriate section of the directory. In order to aid the user of the directory, and to avoid misleading or deceiving the calling party as to the identity of the listed party, only business listings may be placed in the Business Section and only residential listings in the Residential Section. The Company, upon notification to the Customer, will withdraw any listing that is found to be in violation of its rules with respect thereto.

3.4.4 In order for listing to appear in an upcoming directory, the Customer must furnish the listing to the Company in time to meet the directory publishing schedule.

3.4.5 Directory listings are provided in connection with each Customer service as specified herein.

3.4.5.1 Primary Listing: A primary listing contains the name of the Customer, or the name under which a business is regularly conducted, as well as the address and telephone number of the Customer. This listing is provided at no additional charge.

3.4.5.2 Additional Listings: In connection with local exchange service, additional listings are available only in the name of Authorized Users of the Customer's service, as defined herein.

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FIDELITY TELECOM, LLC
23250 Chargin Blvd, Suite 250
Beachwood, OH 44122

LOCAL EXCHANGE SERVICES

SECTION 3 – SERVICE DESCRIPTIONS AND RATES3. Service Descriptions (Cont'd)3.4 Directory Listings (Cont,d)

3.4.5.3 Nonpublished Listings: Listings that are not printed in directories or available from Directory Assistance. A Nonpublished Telephone Service will be furnished, at the Customer's request providing the omission or deletion of the Customer's telephone listing from the telephone directory and, in addition, the Customer's telephone listing will be omitted or deleted from the directory assistance records, subject to the provisions set forth in Section 2.1.4.

3.4.5.4 Nonlisted Numbers: A Nonlisted number will be furnished at the Customer's request, providing for the omission or deletion of the Customer's listing from the telephone directory. Such listings will be carried in the Company's directory assistance and other records will be given to any calling party.

3.4.5.5 Foreign Listings: Where available, a listing in a phone directory which is not in the Customer's immediate calling area. The Customer will be charged the rates specified in the tariff published by the specific exchange carrier providing the Foreign Listings.

3.4.5.6 Alternate Call Listings: Where available, a listing that references a telephone number that is not the primary listing for the Customer. The Customer must provide written verification that the alternate telephone number is authorized to accept calls.

3.4.5.7 Reference Listing: A listing including additional telephone numbers of the same or another Customer to be called in the event there is not an answer from the Customer's telephone.

3.4.5.8 Recurring Charges: Monthly Recurring Charges associated with Directory Listings are as follows:

Per Listing or Per Number Charge

	<u>Maximum</u>	<u>Actual</u>	
		<u>Residential</u>	<u>Business</u>
Primary Listing	N/C	N/C	N/C
Non-Published Number	\$4.00	\$0.00	*
Additional listing on 2 nd or 3 rd lines	---	\$0.99	*
Additional listing on 1 st line	---	\$5.95	*
Non-listed Number	---	\$0.50	*
Alternate Listing	---	\$2.75	*
Reference Listing	---	\$2.75	*
Foreign Listing	---	\$2.75	*

* Detariffed services available to business customers are located in the Company Pricing Guide.

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LOCAL EXCHANGE SERVICES

SECTION 3 – SERVICE DESCRIPTIONS AND RATES3. Service Descriptions (Cont'd)3.4 Directory Listings (Cont,d)

3.4.5.9 Non-Recurring Charges: Non-Recurring charges associated with Directory Listings are as follows:

	<u>Maximum</u>	<u>Actual</u>	
		<u>Residential</u>	<u>Business</u>
Primary Listing	N/C	N/C	N/C
Non-published Number	\$15.00	\$2.50	\$2.50
Additional listing on 2 nd or 3 rd lines	---	\$0.99	*
Additional listing on 1 st line	---	\$5.95	*
Non-listed Number	---	\$2.50	*
Alternate Listing	---	\$6.50	*
Reference Listing	---	\$6.50	*
Foreign Listing	---	\$6.50	*

3.5 Emergency Services (Enhanced 911): Allows Customers to reach appropriate emergency services including police, fire and medical services. Enhanced 911 has the ability to selectively route an emergency call to the primary E911 provider so that it reaches the correct emergency service located closest to the caller. In addition, the Customer's address and telephone information will be displayed to the primary E911 provider for display at the Public Service Answering Point (PSAP). Charges for Enhanced 9-1-1 will be a pass through of the charge imposed by the ILEC.

3.6 Vanity Telephone Numbers: At the request of the Customers, the Company may assign a telephone number with the last four digits selected by the Customer. The assignment is subject to the availability of a particular number.

* Detariffed services available to business customers are located in the Company Pricing Guide.

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Dated _____, in Case No. ____-____-TP-ACE

Issued by: Ron Kohn, Managing Member
FIDELITY TELECOM, LLC
23250 Chargin Blvd, Suite 250
Beachwood, OH 44122

LOCAL EXCHANGE SERVICES

SECTION 3 – SERVICE DESCRIPTIONS AND RATES**3. Service Descriptions (Cont'd)****3.7 Service Connection Assistance****3.7.1 General:**

3.7.1.1 Service Connection Assistance is a telephone assistance program that provides certain eligible residential customers requesting local exchange service with the following benefits:

- a. Wavier of applicable deposit requirements under Section 1 of this tariff.
- b. Full or partial wavier of applicable service connection charges for establishing or re-establishing local exchange service as described in Section 3 of this tariff. (Service Connection Assistance does not apply to network wiring charges).

3.7.2 Regulations

3.7.2.1 Service Connection Assistance is a basic local exchange residential service offering available to customers who are currently participating in one of the following assistance programs:

- a. Home Energy Assistance Program (HEAP);
- b. Emergency - Home Energy Assistance Program (E - HEAP);
- c. Ohio Energy Credits Program (OECF);
- d. Supplemental Security Income (SSI) under Title XVI of the Social Security Act;
- e. Food Stamps;
- f. Federal public housing assistance (Section 8); or,
- g. Medical Assistance under Chapter 5111 of the Ohio Revised Code (Medicaid).

3.7.2.2 The Telephone Company shall require, as proof of eligibility for Service Connection Assistance, a document signed by the customer, certifying under penalty of perjury that the customer is receiving benefits from one of the programs identified in Section 3.7.2.1, above; identifying the specific program or programs from which the customer receives benefits, and agreeing to notify the carrier if the customer ceases to participate in such program or programs.

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LOCAL EXCHANGE SERVICES

SECTION 3 – SERVICE DESCRIPTIONS AND RATES**3. Service Descriptions (Cont'd)**

3.7.2.3 Customers of Service Connection Assistance cannot be a dependent (as defined by the Federal Income Tax Code) under the age of 60.

3.7.2.4 Service Connection Assistance is available for all grades of service.

3.7.2.5 Service Connection Assistance is available for a single telephone line at the customer's principal place of residence. No other exchange service will be permitted in the same household.

3.7.2.6 Service Connection Assistance shall be available to eligible customers not more than once in a one-year period at the same address. Customers must pay or make arrangements to pay to the Telephone Company any outstanding bills for regulated telephone services in the customer's name, and no other member of the household may owe money for such services previously provided at the Customer's current address.

3.7.2.7 Service Connection Assistance customers are not restricted on the optional services to which they may subscribe.

3.7.3 Rates

The Company will provide Telephone Service Assistance on a pass through basis charging the customer the same amount it is charged by the underlying ILEC who provides the service.

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LOCAL EXCHANGE SERVICES

SECTION 4 – PROMOTIONAL OFFERINGS4. Promotional Offerings

- 4.1 Promotional Offerings: The Company may from time to time engage in special promotions of limited duration of its service offerings designed to attract new customers or to increase existing customer awareness of a particular tariff offering. Waiver of any charges other than a non-recurring charge shall be limited to ninety (90) calendar days on a per customer basis during a 12-month period. Requests for promotional offerings will be presented to the Commission for its review in accordance with Case No. 95-845-TP-COI.

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LOCAL EXCHANGE SERVICES

PRICING GUIDE
FOR
DETARIFFED AND/OR UNREGULATED
TELECOMMUNICATIONS SERVICES
PROVIDED BY
FIDELITY TELECOM, LLC

This Pricing Guide contains the descriptions, regulation, and rates applicable to the furnishing of telecommunications services provided by FIDELITY TELECOM, LLC.

The Pricing Guide includes the Local services offered to Customers within the State of Ohio that are detariffed and/or unregulated by the Public Utilities Commission of Ohio.

The general terms and conditions applicable to the services listed in the Pricing Guide are contained in the Company's P.U.C.O. Tariff No. 2 on file with the Public Utilities Commission of Ohio.

Copies of the Tariff on file with the Public Utilities Commission of Ohio may be inspected during normal business hours at the Company's principal place of business at 23250 Chargin Blvd, Suite 250, Beachwood, OH 44122 or at the Public Utilities Commission of Ohio.

23250 Chargin Blvd, Suite 250
Beachwood, OH 44122

LOCAL EXCHANGE SERVICES

TABLE OF CONTENTS

SECTION 1 – SERVICE AREAS	2
SECTION 2 – SUPPLEMENTARY SERVICES AND RATES.....	3
SECTION 3 – SPECIAL ARRANGEMENTS	10

23250 Chagrín Blvd, Suite 250
Beachwood, OH 44122

LOCAL EXCHANGE SERVICES

SECTION 1 – SERVICE AREAS

1.1 Exchange Service Areas

The Company provides local exchange services in the territories served by AT&T Ohio, Cincinnati Bell, United Telephone d/b/a Embarq and Verizon North.

The Company concurs in the exchange, rate class, local calling area, and zone designations specified in the Local Exchange Services Tariffs of AT&T Ohio, Cincinnati Bell, United Telephone d/b/a Embarq and Verizon North.

23250 Chargin Blvd, Suite 250
Beachwood, OH 44122

LOCAL EXCHANGE SERVICES

SECTION 2 – SUPPLEMENTARY SERVICES AND RATES**2.1 Enhanced Calling Features**

Enhanced Calling Features are optional features available to the Company's local exchange service Customers that provide additional calling functionality.

2.1.1 Features Available on a Monthly Basis**Business Services**

<u>Optional Features</u>	<u>Rate Per Month</u>
Automatic Callback	\$4.00
Conference Three Way	\$3.50
Call Forwarding Busy	\$4.00
Message Waiting	\$0.25
Call Forwarding No Answer	\$4.00
Remote Call Forwarding	\$17.40
Call Forwarding Variable	\$4.00
Serial Hunting	\$0.50
Call Hold	\$4.00
Speed Call (up to 8 numbers)	\$4.00
Call Park	\$4.00
Call Pickup, Group	\$7.00
Caller ID – Number and Name	\$1.95

3.1.2 Features Available on a Per Use Basis - Business

The following features are available to all local exchange Customers on a per use basis. Customers may utilize each feature by dialing the appropriate access code. The Customer will be billed a per use charge each time the feature is used by the Customer. Customers may choose to subscribe to these features on a monthly basis to obtain unlimited use of these features for a fixed monthly charge.

Business Services

<u>Optional Features</u>	<u>Rate Per Use</u>
Blocking – per use	N/C

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Beachwood, OH 44122

LOCAL EXCHANGE SERVICES

SECTION 2 – SUPPLEMENTARY SERVICES AND RATES**2.2 Directory Assistance Services**

A Customer may obtain Local Directory Assistance (“DA”) in determining telephone numbers within its local calling area by calling the Directory Assistance operator. The Customer may request a maximum of two telephone numbers per call to Directory Assistance service without additional charges. Directory Assistance includes the option for call completion to the requested number at an additional charge as specified below. The Call Completion option provides, when selected by the Customer, for the automatic dialing of the requested number.

A credit will be given for calls to Directory Assistance as follows:

- The Customer experiences poor transmission or is cut-off during the call; or
- The Customer is given an incorrect telephone number.

To obtain such a credit, the Customer must notify Company’s Customer Service representative.

Business Services

Each Call to Directory Assistance will be charged as follows:

Directory Assistance, per call	\$0.50
Directory Assistance, with Call Completion	\$0.50

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Beachwood, OH 44122

LOCAL EXCHANGE SERVICES

SECTION 2 – SUPPLEMENTARY SERVICES AND RATES

2.3 Operator Assisted Services

A Customer may obtain the assistance of a local operator to complete local exchange telephone calls in the following manner. In addition to usage rates specified by the local exchange service selected, surcharges as specified below will apply:

Third Number Billing: Provides the Customer with the capability to charge a local call to a third number, which is different from the called or calling party. The party answering at the third number has the option to refuse acceptance of the charges in advance or when queried by the operator.

Collect Calls: Provides the Customer with the capability to charge a call to the called party. On the operator announcement of a collect call, the called party has the option to refuse acceptance of charges in advance or when queried by the operator.

Person to Person: Calls completed with the assistance of an operator to a particular Station and person specified by the caller. The call may be billed to the called party.

Station to Station: Calls completed with the assistance of an operator to a particular Station. The call may be billed to the called party.

Business Services

The following surcharges will be applied on a per call basis.

Calling Card / Operator	\$2.00
Calling Card / Automatic	\$1.50
Third Number Billing	\$2.50
Collect Calling	\$2.50
Person to Person	\$4.00
Station to Station	\$2.50

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Beachwood, OH 44122

LOCAL EXCHANGE SERVICES

SECTION 2 – SUPPLEMENTARY SERVICES AND RATES

2.4 Busy Line Verification and Interrupt Service

Busy Line Verification and Interrupt Service, which is furnished where and to the extent that facilities permit, provides the Customer with the following options:

2.4.1 Busy Line Verification: Upon request of the calling party, the Company will determine if the line is clear or in use and report to the calling party.

2.4.2 Busy line Verification with Interrupt: The operator will interrupt the call on the called line only if the calling party indicates an emergency and requests interruption. The operator will then interrupt the call, advising the called party the name of the calling party.

2.4.3 Rates: Rates for Busy Line Verification and Interrupt Service, as specified below, will apply under the following circumstances:

Business Services

Busy Line Verification	\$1.00
Busy Line Interrupt	\$2.00

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LOCAL EXCHANGE SERVICES

SECTION 2 – SUPPLEMENTARY SERVICES AND RATES**2.5 Directory Listing Service**

- 2.5.1 The Company shall provide a single directory listing, termed the primary listing, in the telephone directory published by the local exchange provider in the Customer's exchange area of the Station number which is designated as the Customer's main billing number. Directory listing of additional Company Station numbers, other than the Customer's main billing number, associated with a Customer's service will be provided for an additional monthly recurring charge per listing.
- 2.5.2 The Company reserves the right to limit the length of any listing in the directory by the use of abbreviations when, in its judgment, the clearness of the listing or the identification of the Customer is not impaired thereby. When more than one line is required to properly list the Customer, no additional charge is made.
- 2.5.3 The Company may refuse a listing which is known not to constitute a legally authorized or adopted name, contains obscenities in the name, or any listing which, in the opinion of the Company, is likely to mislead or deceive calling persons as to the identity of the listed party, or is a contrived name used for advertising purposes or to secure a preferential position in the directory or is more elaborate than is reasonably necessary to identify the listed party. The Company, upon notification to the Customer, will withdraw any listing, which is found to be in violation of its rules with respect thereto.
- 2.5.4 Each listing must be designated Government, Business, or Residence to be placed in the appropriate section of the directory. In order to aid the user of the directory, and to avoid misleading or deceiving the calling party as to the identity of the listed party, only business listings may be placed in the Business Section and only residential listings in the Residential Section. The Company, upon notification to the Customer, will withdraw any listing that is found to be in violation of its rules with respect thereto.
- 2.5.5 In order for a listing to appear in an upcoming directory, the Customer must furnish the listing to the Company in time to meet the directory publishing schedule.

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LOCAL EXCHANGE SERVICES

SECTION 2 – SUPPLEMENTARY SERVICES AND RATES**2.5 Directory Listing Service (Cont'd)**

2.5.6 Directory listings are provided in connection with each Customer service as specified herein.

- .1 Primary Listing: A primary listing contains the name of the Customer, or the name under which a business is regularly conducted, as well as the address and telephone number of the Customer. This listing is provided at no additional charge.
- .2 Additional Listings: In connection with local exchange service, additional listings are available only in the name of Authorized Users of the Customer's service, as defined herein.
- .3 Nonpublished Listings: Listings which are not printed in directories or available from Directory Assistance. A Nonpublished Telephone Service will be furnished, at the Customer's request providing the omission or deletion of the Customer's telephone listing from the telephone directory and, in addition, the Customer's telephone listing will be omitted or deleted from the directory assistance records.
- .4 Nonlisted Numbers: A Nonlisted number will be furnished at the Customer's request, providing for the omission or deletion of the Customer's listing from the telephone directory. Such listings will be carried in the Company's directory assistance and other records will be given to any calling party.
- .5 Foreign Listings: Where available, a listing in a phone directory which is not in the Customer's immediate calling area. The Customer will be charged the rates specified in the tariff published by the specific exchange carrier providing the Foreign Listings.
- .6 Alternate Call Listings: Where available, a listing that references a telephone number that is not the primary listing for the Customer. The Customer must provide written verification that the alternate telephone number is authorized to accept calls.
- .7 Reference Listing: A listing including additional telephone numbers of the same or another Customer to be called in the event there is not an answer from the Customer's telephone.

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LOCAL EXCHANGE SERVICES

SECTION 2 – SUPPLEMENTARY SERVICES AND RATES**2.5 Directory Listing Service (Cont'd)****2.5.7 Rates****Business Services****Monthly recurring charges
Per listing or
Per Number Charge**

Primary Listing	No charge
Non-published number	\$0.00
Non-Listed number	\$0.50
Additional Listing on 1 st line	\$0.99
Additional listing on 2 nd or 3 rd lines	\$0.99
Alternate Call Listing	\$2.75
Reference Listing	\$2.75
Foreign Listing	\$2.75

**Non-recurring charges
Per listing or
Per Number Charge**

Primary Listing	No charge
Non-published number	\$2.50
Non-Listed number	\$2.50
Additional Listing on 1 st line	\$0.99
Additional listing on 2 nd or 3 rd lines	\$0.99
Alternate Call Listing	\$6.50
Reference Listing	\$6.50
Foreign Listing	\$6.50

2.6 Taxes and Surcharges

The customer is responsible for the payment of all state, local and E911 taxes, surcharges, utility fees, or other similar fees (i.e., sales tax, municipal utilities tax) that may be levied by a governing body or bodies in conjunction with or as a result of the services furnished under this tariff. These charges may appear as separate line items on the customer's bill, as opposed to being included in the rates contained in the tariff. Any such line items charges will be reflected in the Company's tariff. The Company shall not assess separately any fees or surcharges, other than government approved sales taxes, without first seeking Commission approval under the appropriate procedures required by the Commission's Local Service Guidelines, Case No. 06-1345-TP-ORD.

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LOCAL EXCHANGE SERVICES

SECTION 3 – SPECIAL ARRANGEMENTS

3.1 Individual Case Basis (ICB) Arrangements

Arrangements will be developed on a case-by-case basis in response to a bona fide special request from a Customer or prospective Customer to develop a competitive bid for a service not generally offered under this Pricing Guide. Rates quoted in response to such competitive requests may be different than those specified for such service in this Pricing Guide. ICB rates will be offered to the Customer in writing and on a nondiscriminatory basis.

CARRIER TO CARRIER SERVICES TARIFF

Ohio
TELECOMMUNICATIONS CARRIER-TO-CARRIER SERVICES TARIFF
OF
FIDELITY TELECOM, LLC

This rate sheet contains the descriptions, regulations and rates applicable to the furnishing of competitive carrier to carrier and access services and facilities for telecommunications services provided by FIDELITY TELECOM, LLC ("Company") within the State of Ohio. This rate sheet is on file with the Public Utilities Commission of Ohio. Copies may be inspected during normal business hours at the Company's principal place of business at 23250 Chagrin Blvd, Suite 250, Beachwood, OH 44122.

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FIDELITY TELECOM, LLC
23250 Chagrin Blvd, Suite 250
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CARRIER TO CARRIER SERVICES TARIFF

CHECK SHEET

Sheets of this rate sheet are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original rate sheet and are currently in effect as of the date on the bottom of this sheet.

SHEET	REVISION	SHEET	REVISION	SHEET	REVISION
1	Original	26	Original		
2	Original	27	Original		
3	Original	28	Original		
4	Original	29	Original		
5	Original	30	Original		
6	Original	31	Original		
7	Original	32	Original		
8	Original	33	Original		
9	Original	34	Original		
10	Original	35	Original		
11	Original	36	Original		
12	Original	37	Original		
13	Original	38	Original		
14	Original	39	Original		
15	Original				
16	Original				
17	Original				
18	Original				
19	Original				
20	Original				
21	Original				
22	Original				
23	Original				
24	Original				
25	Original				

*- indicates pages included in this filing

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CARRIER TO CARRIER SERVICES TARIFF

CONTENTS

Check Sheet.....	1
Contents	2
Symbols.....	3
Rate Sheet Format	4

ACCESS SERVICES

Section 1 - Definitions	5
Section 2 - Rules and Regulations	9
Section 3 - Ordering Options for Access Service	31
Section 4 - Switched Access Service	33
Section 5 - Switched Access Rates.....	35

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CARRIER TO CARRIER SERVICES TARIFF

SYMBOLS

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

- D** - Delete or discontinue.
- I** - Change resulting in an increase to a customer's bill.
- M** - Moved from another rate sheet location.
- N** - New.
- R** - Change resulting in a reduction to a customer's bill.
- T** - Change in text or regulation but no change in rate or charge.

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CARRIER TO CARRIER SERVICES TARIFF

RATE SHEET FORMAT

- A. Sheet Numbering** - Sheet numbers appear in the upper right corner of the sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the rate sheet. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers** - Revision numbers also appear in the upper right corner of each sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in its rate sheet approval process, the most current sheet number on file with the Commission is not always the sheet in effect. Consult the Check Sheet for the sheet currently in effect.
- C. Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to the next higher level:
- 2.
 - 2.1
 - 2.1.1
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a)
 - 2.1.1.A.1.(a).I.
 - 2.1.1.A.1.(a).I.(i).
 - 2.1.1.A.1.(a).I.(i).(1).
- D. Check Sheets** - When a rate sheet filing is made with the FCC, an updated Check Sheet accompanies the rate sheet filing. The Check Sheet lists the sheets contained in the rate sheet, with a cross-reference to the current revision number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some sheets.) The rate sheet user should refer to the latest Check Sheet to find out if a particular sheet is the most current on file with the FCC.

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CARRIER TO CARRIER SERVICES TARIFF

SECTION 1 - DEFINITIONS

Certain terms used generally throughout this rate sheet for the Access Services of this Company are defined below.

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

Access Service: Switched Access to the network of an Interexchange Carrier for the purpose of originating or terminating communications.

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

Access Tandem: An Exchange Carrier's switching system that provides a concentration and distribution function for originating or terminating traffic between local switching centers and Customers' premises.

Authorized User: A person, firm, corporation or other entity that either is authorized by the Customer to use Access Services or is placed in a position by the Customer, either through acts or omissions, to use Access Services.

Carrier or Common Carrier: See Interexchange Carrier or Exchange Carrier.

Commission: Refers to the Public Utility Commission of Ohio

Common Channel Signaling (CCS): A high-speed packet switched communications network that is separate (out of band) from the public packet switched and message networks. It is used to carry addressed signaling messages for individual trunk circuits and/or database related services between signaling points in the CCS network.

Company: FIDELITY TELECOM, LLC, issuer of this rate sheet

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

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CARRIER TO CARRIER SERVICES TARIFF

SECTION 1 – DEFINITIONS (continued)

Customer: The person, firm, corporation or other entity, which orders Service and is responsible for the payment of charges and for compliance with the Company's rate sheet regulations. The Customer could be an interexchange carrier, a wireless provider, or any other carrier authorized to operate in the state.

8XX Data Base Access Service: The term "8XX Data Base Access Service" denotes a toll-free originating Trunk side Access Service when the 8XX Service Access Code (i.e., 800, 822, 833, 844, 855, 866, 877, or 888 as available) is used.

End User: Any individual, association, corporation, governmental agency or any other entity other than an Interexchange Carrier which subscribes to intrastate service provided by an Exchange Carrier.

Entrance Facility: A trunk facility connecting the Customer's point of presence with the local switching center.
Exchange Carrier: Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in the provision of local exchange telephone service.

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

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

Interexchange Carrier (IXC) or Interexchange Common Carrier: Any individual, partnership, association, joint stock company, trust, governmental entity or corporation engaged in state or foreign communication for hire by wire or radio, between two or more exchanges.

LATA: A local access and transport area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192 for the provision and administration of communications services.

Line Information Data Base (LIDB): The data base which contains base information such as telephone numbers, calling card numbers and associated billed number restriction data used in connection with the validation and billing of calls.

Local Access: The connection between a Customer's premises and a point of presence of the Exchange Carrier.

Local Switching Center: The switching center where telephone exchange service Customer station Channels are terminated for purposes of interconnection to each other and to interoffice Trunks.

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CARRIER TO CARRIER SERVICES TARIFF

SECTION 1 – DEFINITIONS (continued)

Local Traffic: Traffic is "Local Traffic" under this rate sheet is: (i) the call originates and terminates in the same exchange area; or (ii) the call originates and terminates within different Company Exchanges that share a common mandatory local calling area, e.g., a mandatory Extended Local Calling Service (ELCS) or Extended Area Service areas (EAS) or other like types of mandatory local calling scopes.

Meet Point: A point of interconnection that is not an end office or tandem.

Meet Point Billing: The arrangement through which multiple Exchange Carriers involved in providing Access Services, divide the ordering, rating, and billing of such services on a proportional basis, so that each Exchange Carrier involved in providing a portion of the Access Service agrees to bill under its respective rate sheet.

Mobile Telephone Switching Office: Location where the wireless Customer maintains a facility for purposes of interconnecting to the Company's Network.

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

Nonrecurring 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 the Service Order is executed.

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

Optional Expanded Area Service Traffic (OEAS): Optional service found in large urban areas financed by separate charge on end users that elect service as defined by a tariffed approved by the Commission.

On-Hook: The idle condition of switched access or a telephone exchange service line.

Out of Band Signaling: An exchange access signaling feature which allows customers to exchange call control and signaling information over a communications path which is separate from the message path.

Point of Presence: Location where the Customer maintains a facility for purposes of interconnecting to the Company's Network.

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CARRIER TO CARRIER SERVICES TARIFF

SECTION 1 – DEFINITIONS (continued)

Premises: The space occupied by a Customer or Authorized User in a building or buildings or on contiguous property (except railroad rights-of-way, etc.).

Presubscription: An arrangement whereby an End User may select and designate to the Company an Interexchange Carrier (IXC) or Carriers it wishes to access, without an Access Code, for completing both intraLATA toll calls and/or interLATA calls. The selected IXC(s) are referred to as the End User's Primary Interexchange Carrier (PIC).

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

Service Order: The written request for Network Services executed by the Customer and the Company in a format devised by the Company; or, in the alternative, the submission of an Access Service Request by the Customer in the manner specified in this rate sheet.

Service(s): The Company's telecommunications Access Services offered on the Company's Network.

Signaling Point of Interface: The Customer designated location where the SS7 signaling information is exchanged between the Company and the Customer.

Signaling System 7 (SS7): The common Channel Out of Band Signaling protocol developed by the Consultative Committee for International Telephone and Telegraph (CCITT) and the American National Standards Institute (ANSI).

Switched Access Service: Access to the switched network of an Exchange Carrier for the purpose of originating or terminating communications. Switched Access is available to carriers, as defined in this rate sheet.

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

Wireless Provider: Any carrier authorized to operate as a provider of cellular, personal communications, paging or any other form of wireless transmission.

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CARRIER TO CARRIER SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS**2.1 Undertaking of Company****2.1.1 Scope**

The Company's services offered pursuant to this Rate Sheet are furnished for Switched Access Service.

The Company may offer these services over its own or resold facilities.

The Company installs, operates, and maintains the communications services provided herein in accordance with the terms and conditions set forth under this Rate Sheet. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities as required in the Commission's rules and orders, when authorized by the Customer, to allow connection of a Customer's location to the Company network. The Customer shall be responsible for all charges due for such service agreement.

The Company's services and facilities are provided on a monthly basis unless otherwise indicated, and are available twenty-four hours per day, seven days per week.

2.1.2 Shortage of Equipment or Facilities

- A. 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.
- B. The furnishing of service under this rate sheet is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the company may obtain from other Carriers from time to time, to furnish service as required at the sole discretion of the Company.
- C. The provisioning and restoration of service in emergencies shall be in accordance with Part 64, Subpart D, Appendix A of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

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CARRIER TO CARRIER SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS (continued)**2.1 Undertaking of Company (continued)****2.1.3 Terms and Conditions**

- A. Except as otherwise provided herein, service is provided and billed on the basis of a minimum period of at least one month, and shall continue to be provided until canceled by the Customer, in writing, on not less than 30 days notice. Unless otherwise specified herein, for the purpose of computing charges in this rate sheet, a month is considered to have 30 days.
- 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 originating traffic to the Company's network, the Customer will have constructively ordered the Company's switched access service.
- C. The Customer agrees to operate Company-provided equipment in accordance with instructions of the Company or the Company's 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 2.1.3.D below.
- D. The Customer agrees to return to the Company all Company-provided equipment delivered to 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 Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.

2.1.4 Liability of the Company

- A. The liability of the Company for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, errors, other defects, or representations by the Company, or use of these services or damages arising out of the failure to furnish the service whether caused by act or omission, shall be limited to the extension of allowances for interruption as set forth in 2.6 below. 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 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.

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CARRIER TO CARRIER SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS (continued)**2.1 Undertaking of Company (continued)****2.1.4 Liability of the Company (continued)**

- B. 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 rate sheet, and subject to the provisions of the Company's liability, if any, shall be limited as provided herein.
- C. 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: 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 government, including state and 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 military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lockouts work stoppages, or other labor difficulties.
- D. The Company shall not be liable for (a) any act or omission of any entity furnishing the Company or the Company's Customers facilities or equipment used for the interconnection with Access Services; or (b) for the acts or omissions of other Common Carriers.
- E. 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.
- F. The Customer 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 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, condition, location, or use of any installation or equipment provided by the Company. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this Section 2.1.4.F as a condition precedent to such installations.

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CARRIER TO CARRIER SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS (continued)**2.1 Undertaking of Company (continued)****2.1.4 Liability of the Company (continued)**

- G. The Company shall not be liable for any defacement of or damage to Customers 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 the gross negligence or willful misconduct of the Company's agents or employees. No agents or employees of other participating Carriers shall be deemed to be agents or employees' of the Company.
- H. Notwithstanding the Customer's obligations as set forth in Section 2.3 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 Customer's use of services furnished under this rate sheet, 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; all other claims arising out of any act or omission of the Customer or others, in connection with any service provided by the Company pursuant to this rate sheet.
- I. 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 rate sheet 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 rate sheet.
- J. The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the Customer for the specific services giving rise to the claim, and no action or proceeding against the Company shall be commenced more than one year after the service is rendered.

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CARRIER TO CARRIER SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS (continued)**2.1 Undertaking of Company (continued)****2.1.4 Liability of the Company (continued)**

- K. The Company makes no warranties or representation, express or implied, including warranties or merchant's ability or fitness for a particular use, except those expressly set forth herein.
- L. The Company shall not be liable for any act or omission of any other company or companies furnishing a portion of the service, or for damages associated with service, Channels, or equipment which result from the operation of Customer-provided systems, equipment, facilities or service which are interconnected with Company services.
- M. 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, locations or use of service furnished by the Company at such locations.
- N. 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, bandwidth, power, data speed, and signal level for the intended use of the Customer and in compliance with the criteria set forth in Section 2.1.6 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 Customers, the Company, may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's service without liability.
- O. Approval of limitation of liability language by the PUCO does not constitute a determination by the Commission that the limitation of liability imposed by the company should be upheld in a court of law. Approval by the Commission merely recognizes that since it is a court's responsibility to adjudicate negligence and consequent damage claims, it is also the court's responsibility to determine the validity of the exculpatory clause.

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CARRIER TO CARRIER SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS (continued)**2.1 Undertaking of Company (continued)****2.1.5 Notification of Service-Affecting Activities**

The Company will provide the Customer with forty-eight (48) hours notification consistent with the relevant rules of the Commission of service-affecting activities within its control 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 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.

2.1.6 Provisions of Equipment and Facilities

- A. 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 rate sheet. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- B. The Company shall use reasonable efforts to maintain 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.
- C. 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.
- D. Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.
- E. The Customer shall be responsible for the payment of service charges imposed on the Company by another entity, for visits to the Customer Premises 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.

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CARRIER TO CARRIER SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS (continued)**2.1 Undertaking of Company (continued)****2.1.6 Provisions of Equipment and Facilities (continued)**

- F. 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 rate sheet, the responsibility of the Company shall be limited to the furnishing of facilities offered under this rate sheet and to the maintenance and operation of such facilities. Notwithstanding the above, the Company shall not be responsible for:
1. the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission;
 2. the reception of signals by Customer-provided equipment; or
 3. network control signaling where such signaling is performed by Customer provided network control signaling equipment.
- G. The Company intends to work cooperatively with the Customer to develop network contingency plans in order to maintain maximum network capability following natural or man-made disasters, which affect telecommunications services.
- H. 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 numbers, when necessary in the conduct of its business.

2.1.7 Non-routine Installation

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in unusual 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.

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CARRIER TO CARRIER SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS (continued)**2.1 Undertaking of Company (continued)****2.1.8 Special Construction**

Subject to the arrangement of the Company and to all of the regulations contained in this rate sheet, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is that construction undertaken and characterized by one or more of the following:

- A. where facilities are not presently available and there is no other requirement for the facilities so constructed;
- B. of a type other than that which the Company would normally utilize in the furnishing of its services;
- C. where facilities are to be installed over a route other than that which the Company would normally utilize in the furnishing of its services;
- D. where facilities are requested in a quantity greater than that which the Company would normally construct;
- E. where installation is on an expedited basis;
- F. on a temporary basis until permanent facilities are available;
- G. installation involving abnormal costs; or
- H. in advance of its normal construction schedules.

Special construction charges for Switched Access Service will be determined on an individual use basis.

2.1.9 Ownership of Facilities

Title to all facilities provided in accordance with this rate sheet remains in the Company, its agents, contractors or suppliers.

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CARRIER TO CARRIER SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS (continued)**2.2 Prohibited Uses**

- 2.2.1 The services the Company offers shall not be used for any unlawful purposes or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.2 The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming their use of the Company's offerings complies with relevant laws and applicable state regulations, policies, orders, and decisions; and if the Reseller intends to provide intrastate services, is certified with the appropriate state entity.
- 2.2.3 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

2.3 Obligations of the Customer

- 2.3.1 The Customer shall be responsible for:
- A. the payment of all applicable charges pursuant to this rate sheet;
 - B. 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 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. The Company will, upon reimbursement for damages to its facilities or equipment, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subjugated in the Company's right of recovery of damages to the extent of such payment;
 - C. 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 Customer Premises, and the level of heating and air conditioning necessary to maintain the proper operating environment on such Premises;

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CARRIER TO CARRIER SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS (continued)**2.3 Obligations of the Customer (continued)****2.3.1 The Customer shall be responsible for: (continued)**

- D. 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 Access Services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1.C above.

Any costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be owned entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this subsection prior to accepting an order for service;

- E. providing a safe place to work and complying with all laws and regulations regarding the working conditions on the Premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury 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;
- F. complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses, and permits as may be required with respect to, the location of Company facilities and equipment in any Customer Premises or the rights-of-way for which Customer is responsible obtaining under Section 2.3.1.D above; and granting or obtaining permission for Company agents or employees to enter the Customer Premises 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
- G. not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities.

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CARRIER TO CARRIER SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS (continued)**2.3 Obligations of the Customer (continued)****2.3.2 Claims**

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

- A. any loss, destruction or damage to property of the Company or any third party, or the death of or injury to persons, including, but not limited to employees or invitees of either the Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees;
- B. 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 the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

2.3.3 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. Reported or default PIU factors are used only where the call detail is insufficient to determine the appropriate jurisdiction of the traffic.

- A. Originating Access: Originating access minutes is only traffic originating from the Company Local Switching Center(s). The Customer should provide the Company with a projected PIU factor on a quarterly basis.

If no PIU for originating minutes is submitted as specified herein, then the projected PIU will be set on a default basis of 50 percent interstate traffic and 50 percent intrastate traffic.

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CARRIER TO CARRIER SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS (continued)**2.3 Obligations of the Customer (continued)****2.3.3 Jurisdictional Reporting (continued)**

- B. Terminating Access: For Feature Group D Switched Access Service(s), the Customer should 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 Sections 2.3.3.D below.

If no projected PIU factor is submitted by the Customer, then the projected PIU will be set on a default basis of 50 percent interstate traffic and 50 percent intrastate traffic.

- C. 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. Effective on the first of January, April, July and October of each year the Customer should update its interstate and intrastate jurisdictional report. The Customer should forward to the Company, to be received no later than 15 days after the first of each 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 2.3.3A and 2.3.3B above.

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CARRIER TO CARRIER SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS (continued)**2.3 Obligations of the Customer (continued)****2.3.3 Jurisdictional Reporting (continued)**

- E. 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, as its own expense, has the right to retain an independent auditing firm.

2.4 Customer Equipment and Channels**2.4.1 General**

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

2.4.2 Station Equipment

- A. The Customer is responsible for providing and maintaining any terminal equipment on the Customer Premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations. The Company will, where practicable, notify the Customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair the Company's right to discontinue forthwith the use of a service temporarily if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition, which gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions as set forth in Section 2.6 following is not applicable.

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CARRIER TO CARRIER SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS (continued)**2.4 Customer Equipment and Channels (continued)****2.4.2 Station Equipment (continued)**

- B. 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 other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

2.4.3 Interconnection of Facilities

Interconnection provides the ability for another local exchange carrier to connect to the facilities and equipment of the Company for the mutual exchange of traffic. To qualify, traffic terminating on the Company's network must: (a) be originated by an end user of a company that is authorized by the Commission to provide local exchange service; (b) originate and terminate within a local calling area of the Company. Rules governing Interconnection are set forth in the Commission Local Service Guidelines.

2.4.4 Inspections

- A. Upon reasonable notification of the Customer, and at reasonable times, 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 2.4.2.B for the installation, operation, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.

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Beachwood, OH 44122

CARRIER TO CARRIER SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS (continued)**2.4 Customer Equipment and Channels (continued)****2.4.4 Inspections (continued)**

- B. 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. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken.

If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment, and personnel from harm. The Company will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

2.5 Payment Arrangements**2.5.1 Payment for Service**

The Customer is responsible for payment of all charges for services and facilities furnished by the Company to the Customer or its Joint or Authorized Users.

A. Taxes

The Customer is responsible for the payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated) excluding taxes on the Company's net income imposed on or based upon the provision, sale or use of Access Services. All such taxes shall be separately designated on the Company's invoices.

2.5.2 Billing and Collection of Charges

Unless otherwise specified herein, bills are due and payable upon receipt.

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 period. Any known unbilled charges for prior periods and any known adjustments also will be applied to the current bill.

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Beachwood, OH 44122

CARRIER TO CARRIER SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS (continued)**2.5 Payment Arrangements (continued)****2.5.2 Billing and Collection of Charges (continued)**

Nonrecurring Charges are due and payable within 25 days after the invoice date.

The Company shall present invoices for all Charges monthly to the Customer.

Amounts not paid within 25 days after the date of invoice will be considered past due. The Company will assess a late payment charge equal to 1.5% per month for any past due balance that exceeds 25 days. If the Company becomes concerned at any time about the ability of a Customer to pay its bills, the Company may require that the Customer pay its bills within a specified number of days and make such payments in cash or the equivalent of cash.

If a service is disconnected by the Company in accordance with Section 2.5.3 following and later restored, restoration of service will be subject to all applicable installation charges.

The Customer shall notify the Company of any disputed items on an invoice within 30 days of receipt of the invoice. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Commission in accordance with the Commission's rules of procedures.

2.5.3 Refusal and Discontinuance of Service

- A. Upon nonpayment of any amounts owing to the Company, the Company may, by giving requisite prior written notice to the Customer discontinue or suspend service without incurring any liability.
- B. Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 30 days' prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- C. Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if 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.
- D. 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.

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Beachwood, OH 44122

CARRIER TO CARRIER SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS (continued)**2.5 Payment Arrangements (continued)****2.5.3 Refusal and Discontinuance of Service (continued)**

- E. Upon the Company's discontinuance of service to the Customer under Section 2.5.3.A or 2.5.3.B above, 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 rate sheet, 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.
- F. The Company may discontinue the furnishings of any and/or all service(s) to Customer, without incurring any liability:
1. 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 2.5.3.F.1. (a-e), if
 - (a) 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
 - (b) 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
 - (c) 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 2.5.3.A above; or
 - (d) 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

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Beachwood, OH 44122

CARRIER TO CARRIER SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS (continued)**2.5 Payment Arrangements (continued)****2.5.3 Refusal and Discontinuance of Service (continued)**

- (e) The Customer uses, or attempts or use, service with the intent to void the payment, either in whole or in part, of the rate sheet charges for the service by:
 - I. Using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this rate sheet, or
 - II. Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or
 - III. By delivering calls to or accepting calls from the Company's End User locations over Company switched local exchange services; or
 - IV. Continuing to have Company End Users presubscribed to the Customer; or
 - V. Any other Fraudulent means or devices; or
- 2. Upon ten (10) days' written notice to the Customer of any sum thirty (30) days past due;
- 3. Upon ten (10) days' written 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 2.5.3.A, above; or
- 4. Seven (7) days after sending the Customer written notice of noncompliance with any provision of this rate sheet if the noncompliance is not corrected within that seven (7) 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.
- G. In the event the Company incurs fees or expenses, including attorney's fees, in collecting, or attempting to collect, any charges owed the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.

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23250 Chagrin Blvd, Suite 250
Beachwood, OH 44122

CARRIER TO CARRIER SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS (continued)**2.5 Payment Arrangements (continued)****2.5.4 Cancellation of Application for Service**

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.

The special charges described will be calculated and applied on a case-by-case basis.

2.6 Allowances for Interruptions in Service

Interruptions in service which are not due to the negligence of or noncompliance with the provisions of this rate sheet 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 forth in 2.6.1 for the part of the service that the interruption affects.

The Company will calculate the credit allowance after the Customer notifies the Company of service interruption. The amount of the allowance will depend on the length of the outage and the service impacted. Service Outage conditions are defined as complete loss of call origination and/or receipt capability. The credit allowance will be prorated for the Service Outage period consistent with the type of service charge. Credit Allowances, if any, will be deducted from the charges payable by the IXC and will be expressly indicated on the next invoice. A Service Outage begins when the IXC reports the outage to The Company.

A Service Outage ends when the affected circuit and/or associated Company equipment is fully operational in accordance with the technical specifications.

Credit allowances do not apply to outages (i) caused by the IXC; (ii) due to failure of equipment provided by the IXC; (iii) during any period in which The Company is not given access to the service premises; (iv) failures of LEC facilities or equipment which are carrying the failures resulting from the activities or negligence of LEC employees; (v) inability to gain access to the IXC's equipment; and (vii) due to mutually agreed upon maintenance and repair.

Credit Allowances received by the Company from the LEC for Off-Net facility outages, which affects the IXC's Switched Services will be passed through to the IXC in the form of a credit on the next invoice.

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Beachwood, OH 44122

CARRIER TO CARRIER SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS (continued)**2.6 Allowances for Interruptions in Service (continued)****2.6.1 Limitations on Allowances**

No credit allowance will be made for:

- A. interruptions due to the negligence of, or noncompliance with the provisions of this rate sheet by, the Customer, Authorized User, Joint-User, or other Common Carrier providing service connected to the service of Company;
- B. interruptions due to the negligence of any person other than the Company, including, but not limited to, the Customer or other Common Carriers connected to the Company's facilities;
- C. interruptions due to the failure or malfunction of non-Company equipment;
- D. 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;
- E. interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- F. 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;
- G. interruption of service due to circumstances or causes beyond the control of the Company.

2.7 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 rights and duties (a) to any subsidiary, parent Company or affiliate of the Company (b) pursuant to any sale or transfer of substantially all the assets of the Company; or pursuant to any financing, merger or reorganization of the Company.

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Beachwood, OH 44122

CARRIER TO CARRIER SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS (continued)**2.8 Notices and Communications**

- 2.8.1 Delivery of calls to or acceptance of calls from the Company's End User locations over Company-switched local exchange services constitutes an order by the Customer to purchase switched access services as described herein. Similarly the selection by a Company's End User of the Customer as the presubscribed IXC constitutes an order of switched access by the Customer. In these cases, an invoice will be the first communication from the Company to the Customer. In other instances a Service Order may be used.
- 2.8.2 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 the Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.8.3 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 each bill for service, to which the Customer shall mail payment on that bill.
- 2.8.4 All notices or other communications required to be given pursuant to this rate sheet shall 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 deposit 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.
- 2.8.5 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.

2.9 Meet Point Billing

Meet Point Billing applies when more than one Exchange Telephone Company is involved in the provision of Access Service. All recurring and nonrecurring charges for services provided by each Exchange Telephone Company are billed under each company's applicable rates as set forth below.

The Company accepts and adheres to the Ordering and Billing Forum guidelines, Multiple Exchange Carrier Access Billing (MECAB) and Multiple Exchange Carrier Ordering and Design (MECOD).

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Beachwood, OH 44122

CARRIER TO CARRIER SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS (continued)

2.10 Resale to Local Exchange Carriers

SECTION 2.10 IS AVAILABLE ONLY TO CARRIERS, WHICH ARE CERTIFIED BY THE PUBLIC UTILITIES COMMISSION OF OHIO TO PROVIDE INTRASTATE LOCAL EXCHANGE SERVICES.

The Company's retail services contained in the price list found in Ohio Tariff No. 1 are available to certified local exchange carriers at the applicable retail rates without discriminatory or anti-competitive conditions or limitations. Services not available for resale are those found in Carrier Rule 21.

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Beachwood, OH 44122

CARRIER TO CARRIER SERVICES TARIFF

SECTION 3 - ORDERING OPTIONS FOR ACCESS SERVICE**3.1 General**

This section sets forth the regulations and order related charges for Access Service Requests (ASR) for Switched Access Service, as defined in this rate sheet. These charges are in addition to other applicable charges set forth in other sections of this rate sheet.

3.1.1 Ordering Conditions

Customer may order switched access through a Constructive Order, as defined herein, or through an ASR.

The format and terms of the ASR will be as specified in the Industry Access Service Order Guidelines, unless otherwise specified herein.

3.1.2 Minimum Period of Service

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

The following changes will be treated as a discontinuance of the existing service and a request for installation of a new service. All associated Nonrecurring Charges will apply for the new service, and a new minimum period will be established:

1. A change in the identity of the Customer of record; or
2. A move by the Customer to a different building.

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CARRIER TO CARRIER SERVICES TARIFF

SECTION 3 - ORDERING OPTIONS FOR ACCESS SERVICE (continued)**3.2 Miscellaneous Charges (continued)****3.2 Miscellaneous Charges**Non-recurring Charges³Customer Requested Due Date Change^{1, 2}Customer Requested Expedite^{1, 2}Cancellation (after 3 business days from order placement)²Design Change, DS0/DS1²Design Change, DS3 and higher²Administrative Processing²

- 1 Company Due Date Change Policy - No due date change accepted at or after four (4) days prior to the current due date. If a Customer request is received during that time period, the supplemental charge will apply and, in addition, the billing will start on the current due date without exception.
- 2 For services involving facilities leased from other telecommunications providers, Supplementary Charges will be priced on an Individual Case Basis, and will be based upon a pass-through of all charges assessed by other providers, and the Company's administrative costs. All contracts will be filed with the Commission for approval, pursuant to O.A.C. 4905.16.
- 3 The Company will mirror the ILEC's Rates as follows:

AT&T Ohio	P.U.C.O. Tariff No. 20, Part 21, Section 1, Sheet 1
Cincinnati Bell	P.U.C.O. Tariff No. 2, Page 8
United Telephone d/b/a Embarq	P.U.C.O. Tariff No. 1, Sheet 1
Verizon North	P.U.C.O. Tariff No. 2, Sheet 1

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Beachwood, OH 44122

CARRIER TO CARRIER SERVICES TARIFF

SECTION 4 - SWITCHED ACCESS SERVICE**4.1 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 to a Customer's Premises, and to terminate calls from a Customer's Premises to an End User's Premises.

Switched Access Service is available when originating or terminating calls from or to an end user which subscribes to the Company's Local Exchange Services.

Rates and charges are set forth in Section 5. The application of rates for Switched Access Service is described in Section 5.

4.2 Provision and Description of Switched Access Service Arrangements**4.2.1 Feature Group Access**

FG Access is provisioned at the DS-1 level and provides trunk-side access to Local Switching Center 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).

All traffic is routed to and from the Company's local switching center via the Customer's tandem provider or via end office trucking, where available. Delivery of calls to, or acceptance of calls from, the Company's End User locations over Company-switched local exchange services shall constitute an agreement by the Customer to purchase switched access services as described herein. The Company reserves the right to require the Customer to submit an ASR for switched access.

4.2.2 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.

4.2.3 Call Types

The following Switched Access Service call types are available:

- A. Originating FG Access
- B. Originating 800 FG Access
- C. Terminating FG Access

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CARRIER TO CARRIER SERVICES TARIFF

SECTION 4 - SWITCHED ACCESS SERVICE (continued)**4.2 Provision and Description of Switched Access Service Arrangements (continued)****4.2.4 Originating FG Access**

The access code for FG Access switching is a uniform access code of the form 1+ or 011+ or 101XXXX. For 101XXXX dialing a single access code will be the assigned number of all FG Access provided to the Customer by the Company. When the access code is used, FG Access switching also provides for dialing the digit 0 for access to the Customer's operator service, 911 for access to emergency service, and/or the end of dialing digit (#) for cut-through access to the Customer's premises. The Company will provide originating FG access consistent with dialing parity obligations.

4.2.5 Originating 800 FG Access

800 Data Base Access Service is a service offering utilizing originating Trunk side Switched Access Service. When an 8XX + 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 8XX number to determine the Customer location to which the call is to be routed.

4.2.6 Terminating FG Access

FG Access, when used in the terminating direction, may only be used to access end users who are subscribing to the Company's Local Exchange Services. Calls in the terminating direction will not be completed to 950-0XXX or 950-1XXX access codes, local operator assistance (0-and 0+), Directory Assistance, (411 or 555-1212) service codes 611 and 911 and 101XXXX access codes.

4.3 Reports and Testing

4.3.1 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.

4.3.2 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-tone slope, d.c. continuity and operational signaling.

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CARRIER TO CARRIER SERVICES TARIFF

SECTION 5 - SWITCHED ACCESS RATES**5.1 General**

This section contains the specific regulations governing the rates and charges that apply for Switched Access Services:

There are three types of rates and charges that apply to Switched Access Service:

- Nonrecurring Charges: One-time charges that apply for a specific work activity.
- Recurring Charges: Fixed charges apply each month and depend on the number and type of facilities in place.
- Usage Charges: Charges that are applied on a per access minute basis. Usage rates are accumulated over a monthly period.

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CARRIER TO CARRIER SERVICES TARIFF

SECTION 5 - SWITCHED ACCESS RATES (continued)

5.2 Rate Categories

5.2.1 The Company provides originating and terminating switched access service based on aggregate traffic volumes.

5.2.2 Toll-Free 8XX Data Base Query

The Toll-Free 8XX Database Query Charge, will apply for each Toll-Free 8XX call query received at the Company's (or its provider's) Toll-Free 8XX database.

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Beachwood, OH 44122

CARRIER TO CARRIER SERVICES TARIFF

5.3 Billing of Access Minutes

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 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 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.

The measurement of terminating FG Access call usage ends when the entry switch receives or sends a release message, whichever occurs first.

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Beachwood, OH 44122

CARRIER TO CARRIER SERVICES TARIFF

5.4 Rates and Charges¹**5.4.1 Local Switching**

The Local Switching rate element provides for local end office switching.

Originating, per minute

Terminating, per minute

5.4.2 Toll-Free 8XX Data Base Query

The Toll-Free 8XX Data Base Query Service is an originating service that forwards your end user's dialed 8XX-NXX-XXXX calls to a toll carrier based on the dialed 8XX number.

Toll Free Database Query

5.4.3 End Office Switching

The End Office rate category provides the local end office switching functions necessary to complete the transmission of Switched Access communications to and from the end users served by the local end office.

Information Surcharge

1 The Company will mirror the ILEC's Rates as follows:

AT&T Ohio	P.U.C.O. Tariff No. 20, Part 21, Section 1, Sheet 1
Cincinnati Bell	P.U.C.O. Tariff No. 2, Page 8
United Telephone d/b/a Embarq	P.U.C.O. Tariff No. 1, Sheet 1
Verizon North	P.U.C.O. Tariff No. 2, Sheet 1

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23250 Chagrin Blvd, Suite 250
Beachwood, OH 44122

CARRIER TO CARRIER SERVICES TARIFF

5.4 Rates and Charges (continued) ¹**5.4.4 Switched Transport**

Services related to the telephone traffic between the Company's central offices and a customer's point of presence.

Entrance Facility (Per DS1)

Monthly recurring

Nonrecurring

Direct Transport (Per DS1)

Dedicated Transport - Termination

Monthly recurring

Nonrecurring

Dedicated Transport - Facility, per mile

Dedicated Tandem Port - per port

Dedicated Trunk Port - per port

Common Transport

Access Order Charge

Nonrecurring trunk charges

Tandem Switched Transport -

Termination per minute

Tandem Switched Transport -

Facility, per minute, per mile

Tandem Switching, per minute

Common Transport Multiplexing, per minute

Common Trunk Port, per minute

Interconnection charge, per minute

1 The Company will mirror the ILEC's Rates as follows:

AT&T Ohio

P.U.C.O. Tariff No. 20, Part 21, Section 1, Sheet 1

Cincinnati Bell

P.U.C.O. Tariff No. 2, Page 8

United Telephone d/b/a Embarq

P.U.C.O. Tariff No. 1, Sheet 1

Verizon North

P.U.C.O. Tariff No. 2, Sheet 1

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Beachwood, OH 44122

EXHIBIT B
Description of Services (Exhibit B-1 through B-6)

EXHIBIT B-1
Service will be provisioned via resale

Fidelity Telecom, LLC's ("Applicant") service will be provided via the Company's own facilities, facilities leased from other carriers and resale of the incumbent local service providers ("ILECs").

Fidelity Telecom, LLC services will be provisioned by several means. This will give the Company flexibility in initiating service to its customers depending on the market circumstances.

EXHIBIT B-2
Description of Proposed Services

Initially, Fidelity Telecom, LLC plans to offer local exchange services to business customers located in the territories of AT&T Ohio, Cincinnati Bell, United Telephone d/b/a Embarq and Verizon North. Exchange services to be offered include but will not be limited to: (i) local exchange access services to single-line and multi-line business customers at various points in the specified service areas; and (ii) local exchange usage services to customers of Applicant' end user access services.

In addition to the above, Applicant, through interconnection with other carriers, will offer dual party relay service; 911 Emergency Services; directory assistance and operator assisted calls; and toll free calling.

Applicant will provide interexchange carrier access services, both intraLATA and intrastate within the boundaries of the State of Ohio. The applicant will further provide tandem transit services within Ohio between carriers interconnecting with the applicant.

EXHIBIT B-3
Statement about the provision of CTS services

- ☒ Applicant does not seek authority for the provision of CTS service by means of this application.
- ☐ Applicant is also filing for CTS authority in this Case filing.

The Company has filed for interexchange authority in Ohio in Case Number 09-0373-TP-ACE.

EXHIBIT B-4
Description of the proposed market area

The applicant proposed to provide service in all areas in the State of Ohio serviced by AT&T Ohio, Cincinnati Bell, United Telephone d/b/a Embarq and Verizon North.

EXHIBIT B-5
**Explanation of how the proposed services in the proposed
market area are in the public interest**

Granting this application will promote the public interest by increasing competition in the provision of telecommunications services in Ohio. Fidelity Telecom, LLC will provide business customer high quality, cost effective local exchange telecommunications service, with an emphasis on customer service. In addition to driving prices closer to costs, thereby ensuring just and reasonable rates, competition also promotes efficiency in the delivery of services and in the development of new services. These very real benefits work to maximize the public interest by providing continuing incentive for carriers to reduce costs, while simultaneously promoting the availability of potentially desirable services.

EXHIBIT B-6
**Description of the class of customers (e.g., residential,
business) that the applicant intends to serve**

The Applicant intends to service residential and business customers.

EXHIBIT C
Business Requirements (See Exhibits C-1 and C-2)

EXHIBIT C-1
Evidence of Registration with Ohio Department of Taxation

Applicant is filing such notification concurrently with this filing. A copy of the notice is attached hereto.



CROCKER & CROCKER, P.C.
ATTORNEYS AT LAW

PATRICK D. CROCKER
patrick@crockerlawfirm.com

August 12, 2009

William Peters, Assistant Administrator
Ohio Department of Taxation
Personal Property Tax Division
Public Utilities Tax Section
PO Box 530
Columbus, OH 43216-0530

Dear Mr. Peters:

Please accept this letter as notice that Fidelity Telecom, LLC has applied for a Certificate of Public Convenience and Necessity from the Public Utilities Commission of Ohio ("PUCO") to operate as a provider of telecommunications services within Ohio. The Company expects to begin providing services at or near the time its application is approved by the PUCO.

Information concerning the Company may be obtained by writing or calling the Company at the address and phone number below:

Fidelity Telecom, LLC
23250 Chagrin Blvd, Suite 250
Beachwood, OH 44122
Tel: (216) 593-0300
Fax: (866) 549-6489
Toll-Free: (888) 756-9706

Should you have any questions relating to this correspondence, direct them to the undersigned.

Very truly yours,


CROCKER & CROCKER, P.C.

Patrick D. Crocker

PDC/tld

EXHIBIT C-2
Evidence of Registration with Ohio Secretary of State
and
Good Standing Certificate

200909701250

DATE:	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
04/08/2009	200909701250	ARTICLES OF ORGNZTN/DOM. PROFIT LIM.LIAB. CO. (LCP)	125.00	.00	.00	.00	.00

Receipt

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

CROCKER & CROCKER P.C.
THE KALAMAZOO BUILDING
107 WEST MICHIGAN AVE 4TH FL
KALAMAZOO, MI 49007

**STATE OF OHIO
CERTIFICATE**

Ohio Secretary of State, Jennifer Brunner

1848967

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

FIDELITY TELECOM, LLC

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

Document(s):

ARTICLES OF ORGNZTN/DOM. PROFIT LIM.LIAB. CO.

Document No(s):

200909701250



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

Witness my hand and the seal of the
Secretary of State at Columbus, Ohio
this 6th day of April, A.D. 2009.

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

Ohio Secretary of State

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

I, Jennifer Brunner, do hereby certify that I am the duly elected, qualified and present acting Secretary of State for the State of Ohio, and as such have custody of the records of Ohio and Foreign business entities; that said records show FIDELITY TELECOM, LLC, an Ohio For Profit Limited Liability Company, Registration Number 1848967, was organized within the State of Ohio on April 06, 2009, is currently in FULL FORCE AND EFFECT upon the records of this office.



*Witness my hand and the seal of the
Secretary of State at Columbus, Ohio
this 12th day of August, A.D. 2009*

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

Ohio Secretary of State

Validation Number: V2009224AD2A88

EXHIBIT D
Documentation attesting to applicant's financial viability
(See Exhibits D-1 through D-3)

EXHIBIT D-1

An executive Summary describing the applicant's current financial condition, liquidity, and capital resources. Describe internally generated sources of cash and external funds available to support the applicant's operations that are the subject of this certification application.

See Exhibit D-2.

EXHIBIT D-2

Copy of financial statements (actual and pro forma income statement and balance sheet). Indicate of financial statements are based on a certain geographical area(s) or information in other jurisdictions

[illegible]

EXHIBIT D-3

Documentation to support the applicant's cash and funding sources



To Whom It May Concern:

Please let this letter serve as authorization for Fidelity Telecom, LLC to use, as it deems necessary, funds from the Fidelity Voice Services LLC line of credit with National City Bank.

Thank you,

A handwritten signature in blue ink, appearing to read 'Marc Scheer', with a long horizontal flourish extending to the right.

Marc Scheer – Member
Fidelity Voice Services LLC



Business Banking
23000 Millcreek Blvd., LOC 01-7548
Highland Hills, Ohio 44122

April 22, 2009

Fidelity Voice Services LLC
23250 Chagrin Boulevard
Beachwood, Ohio 44122

Re: Line of Credit

To whom it may concern,

This letter is to inform you that Fidelity Voice Services LLC currently has a line of credit in the amount of \$250,000 with National City Bank, now a part of PNC. The line has a current principal balance of \$0.00 and is being paid as agreed.

If you have any questions, please contact Chris Boesch at 216-905-6869.

Sincerely,

George Czaratti

Jennifer Cefaratti
Client Relationship Representative
Business Banking

EXHIBIT E

**Documentation attesting to the applicant's managerial
ability and corporate structure
(See Exhibit E-1 through E-6)**

EXHIBIT E-1

**Documentation attesting to the applicant's technical and managerial
expertise relative to the proposed service offering(s) and proposed
service area**

Ron Kohn 30 years experience in business
15 years served as President of Restaurant chain in Cleveland Ohio
Past 15 years as C level executive in Telecommunications Industry

Marc Scheer 20 Years running businesses
Past 5 years as VP of Fidelity Voice and Data

Mitch Marks
30 years experience in Telco
Past 10 years as VP of Regional Carrier (Fidelity)

Robert Marks
20 year telco experience
Past 10 years Pres of Regional Carrier(Fidelity)
Prior 5 years ran ATT and Corecomm local service

EXHIBIT E-2
List of names, addresses, and phone numbers of officer and directors

OFFICERS AND DIRECTORS

Ron Kohn	Managing Member
Marc Scheer	Member
Mitchell C. Marks	Member
Robert Marks	Member

All individuals named above can be reached at:

Fidelity Telecom, LLC
23250 Chagrin Blvd., Suite 250
Beachwood, OH 44122
Telephone: (216) 593-0300
Facsimile: (866) 549-6489

EXHIBIT E-3
Documentation indicating the applicant's corporate structure and ownership

Fidelity Telecom, LLC is an Ohio Limited Liability Company, which is owned by:

Ron Kohn	25%
Marc Scheer	25%
Mitchell C. Marks	25%
Robert Marks	25%

EXHIBIT E-4

**Information regarding any similar operations in other states.
If the company has been previously certified in the State of Ohio,
include that certification number**

Applicant is currently applying for authority to provide local exchange and interexchange service in the State of Ohio.

The Company has filed for interexchange authority in Ohio in Case Number 09-0373-TP-ACE.

EXHIBIT E-5

**Verification that the applicant will maintain local telephony records
separate and apart from any other account records in accordance
with the GAAP.**

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

EXHIBIT E-6

Verification of compliance with any affiliate transaction requirements

n/a

EXHIBIT F
Documentation attesting to the applicant's proposed interaction
with other Carriers
(See Exhibits F-1 through F-3)

EXHIBIT F-1
Explanation as to whether rates are derived through (check all applicable):

☒ interconnection agreement ☐ retail tariffs ☒ resale tariffs

EXHIBIT F-2
Explanation as to which service areas company currently
has an approved interconnection or resale agreement.

Applicant does not currently have an approved interconnection or resale agreement.

EXHIBIT F-3

A notarized affidavit accompanied by bona fide letters requesting negotiation pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 and a proposed timeline for construction, and offering of services to end users.

Applicant has a resale agreement with Paetec Communications, Inc.

Applicant will initially provide resale services only. Applicant has no current plans to construct facilities in the State of Ohio.

Service will be offered to end users subsequent to Commission approval. Applicant intends to provide local service within the State of Ohio within sixty (60) days of certification by this Commission.

EXHIBIT G
Documentation attesting to the applicant's proposed interactions
with Customers
(See Exhibit G-1 through G-6)

EXHIBIT G-1
Explanation of whether applicant intends to provide Local Services which
require payment in advance of customer receiving dial tone.

Applicant intends to bill customers in advance for monthly recurring charges and in arrears for calls placed.

EXHIBIT G-2
Tariff sheet(s) listing the services and associated charges that must be paid
prior to customer receiving dial tone (if applicable)

Applicant will not offer services that require payment in advance of Customer receiving dial tone.

EXHIBIT G-3

A sample of the customer bill and disconnection notice the applicant plans to utilize.

Sample Bill

Customer: [Insert Customer's Name]

Address: [Insert Address]

Account No.: [Insert account number or phone number]

Billing Date	Billing Period	Date Due

FIDELITY TELECOM, LLC

23250 Chagrin Blvd, Suite 250

Beachwood, OH 44122

FOR BILLING INQUIRIES: (216) 593-0300

FOR SERVICE INQUIRIES: (216) 593-0300

Description	Rate	Quantity	Amount
Current Month's Charges			
Credits applied to account:			
Unpaid charges from previous bill:			
Late payments:			
Charges for regulated competitive service:			
Charges for local extended area service calls, including any usage-sensitive charges:			
Non-recurring, fractional or nonbasic service			
Charges for nonregulated services or products:			
Taxes and surcharges: [include summary]			
9-1-1 charges:			
An itemization of local charges is attached.			
Total Due \$			

Please remit this bill via U.S. Mail to the address listed on this invoice.

If your complaint is not resolved after you have called Fidelity Telecom, LLC, or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio for assistance at 1-800-686-7826 (toll free) or for TTY at 1-800-686-1570 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at www.puco.ohio.gov.

Residential customers may also contact the Ohio Consumers' Counsel for assistance with complaints and utility issues at 1-877-742-5622 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at www.pickocc.org.

ITEMIZATION OF CHARGES

Itemization of local service charges:

Monthly rate for local flat-rate service (or usage rate or base rate) -

NON-RESIDENTIAL DISCONNECTION NOTICE

Fidelity Telecom, LLC

[Date]

Customer Name
Address 1
Address 2
City, State, Zip

Account Number: xxxxxxxx
Amount Past Due: \$xxxx.xx

This will serve notice that Fidelity Telecom, LLC intends to disconnect your [insert either local or long distance or local and long distance] telephone service. Fidelity Telecom, LLC has decided to take this action, because it has not received payment for services since [insert date]. The total amount past due is [insert amount]. Failure to pay the amount required at the company's office or to one of its authorized agents by [insert date] may result in the disconnection of local or toll services. An additional charge for reconnection may apply if your service is disconnected. Payment to an authorized agent may result in the untimely or improper crediting of your account.

The reasons for disconnection of service are [insert reasons]. In order to avoid the disconnection, the subscriber must take the following action [insert action taken and amount of payment to be made which is not greater than past due balance, not including non-regulated services]. The earliest date when disconnection will occur is [insert date].

Please note that the total amount due to avoid disconnection of local service is [insert figure]. The total amount due for toll charges is [insert figure]. Nonpayment of toll charges may result in the disconnection of toll service but not in the disconnection of local service. [If applicable – The total amount due for non-regulated charges is [insert figure]. However, nonpayment of non-regulated charges cannot result in the disconnection of local service or regulated toll service.]

You may contact us to make an inquiry, to discuss the delinquency, or to make a complaint.

Customer Service
Fidelity Telecom, LLC
23250 Chagrin Blvd, Suite 250
Beachwood, OH 44122

Phone: (216) 593-0300
Hours: 7:00 a.m. to 4:00 p.m. EST

If you have a complaint in regard to this disconnection notice that cannot be resolved after you have called Fidelity Telecom, LLC, or for general information, residential and business customers may contact the Public Utilities Commission of Ohio for assistance at 1-800-686-7826 (toll free) or for TTY at 1-800-686-1570 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at www.puco.ohio.gov.

You may also be charged a deposit prior to restoration of service, which is [*"two-twelfths of the reasonably estimated charge for the following twelve months of service"*].

RESIDENTIAL DISCONNECTION NOTICE

Fidelity Telecom, LLC

[Date]

Customer Name

Account Number: xxxxxxxx

Address 1

Amount Past Due: \$xxxx.xx

Address 2

City, State, Zip

This will serve as notice that Fidelity Telecom, LLC intends to disconnect [insert either local or long distance or local and long distance] telephone service. Fidelity Telecom, LLC has decided to take this action, because it has not received payment for services since [insert date]. The total amount past due is [insert amount]. Failure to pay the amount required at the company's office or to one of its authorized agents by [insert date] may result in the disconnection of local or toll services. An additional charge for reconnection may apply if your service is disconnected. Payments to an unauthorized payment agent may result in the untimely or improper crediting of your account.

The reasons for disconnection of service are [insert reasons]. In order to avoid the disconnection, the subscriber must take the following action [insert action taken and amount of payment to be made which is not greater than past due balance, not including nonregulated services]. The earliest date when disconnection will occur is [insert date].

Please note that the total amount due to avoid disconnection of local service is [insert figure]. Please note that the total amount due for toll charges is [insert figure]. Nonpayment of toll charges may result in the disconnection of toll services, but not in the disconnection of local service. [If applicable – The total amount due for nonregulated charges is [insert figure]. However, nonpayment of nonregulated charges cannot result in the disconnection of local service or regulated toll service.]

If you wish to contact Fidelity Telecom, LLC to discuss your account, please call or send all correspondence to:

Customer Service

Fidelity Telecom, LLC

23250 Chagrin Blvd, Suite 250

Beachwood, OH 44122

Phone: (216) 593-0300

Hours: 7:00 a.m. to 4:00 p.m. EST

If you have a complaint in regard to this disconnection notice that cannot be resolved after you have called Fidelity Telecom, LLC, or for general information, residential and business customers may contact the Public Utilities Commission of Ohio for assistance at 1-800-686-7826 (toll free) or for TTY at 1-800-686-1570 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or visit www.puco.ohio.gov.

Residential customers may also contact the Ohio Consumers' Counsel for assistance with complaints and utility issues at 1-877-742-5622 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at www.pickocc.org.

EXHIBIT G-4

Provide a copy of any customer application form required in order to establish residential service, if applicable.

Fidelity Telecom, LLC
23250 Chagrin Blvd, Suite 250
Beachwood, OH 44122

Letter of Agency & Service Agreement

Please Print: Subscriber: _____

Physical Address of Telephone: _____

City, State, Zip: _____

Contact:: _____

Birthday: _____ Social Security Number: _____

Billing Address (If different from above): _____

City, State, Zip: _____

Billing Telephone Number: () _____ - _____

Type of Service desired: (circle one) Basic Local InterLATA Toll IntraLATA Toll

Additional Telephone Numbers:

Additional Features:

() _____ - _____
() _____ - _____
() _____ - _____

I authorize you to notify my local telephone company that I have selected Fidelity Telecom, LLC to be my local exchange carrier and authorize Fidelity Telecom, LLC to act as agent on my behalf. I also hereby revoke any appointments of authority that I have given to any other carrier prior to this date. A switching charge may be incurred each time the underlying interexchange company is changed. I understand that the local exchange carrier may charge a nominal fee per line for conversion costs. Upon cancellation, I understand I am responsible to secure alternate long distance services.

Name (Please Print): _____ Title: _____

Signature: _____ Date: _____

EXHIBIT G-5

For CLECs, List of Ohio ILEC Exchanges the applicant intends to serve

8/12/2009

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

Company Name: Fidelity Telecom, LLC *Select All AT&T Ohio*

dba: *Select All United Telephone dba Embarq*

Certificate Number: *Select All Verizon North*

Select All Cincinnati Bell

Designate Proposed Market Area (PMA) by putting an "X" in appropriate boxes

* Hanover was inadvertently omitted from the exchange name which was updated on 9-6-06.

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

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

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

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

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

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

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

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

AT&T Ohio	WOOD	Perrysburg	x
AT&T Ohio	WYANDOT	Upper Sandusky	x
Ayersville	DEFIANCE	Ayersville	
Bascom Mutual	SENECA	Bascom	
Benton Ridge	HANCOCK	Benton Ridge	
Benton Ridge	HENRY	New Bavaria	
Benton Ridge	PUTNAM	North Creek	
Buckland	AUGLAIZE	Buckland	
CC&S Telco	WILLIAMS	Cooney	
Century	ERIE	Birmingham	
Century	ERIE	Vermilion	
Century	LORAIN	Amherst	
Century	LORAIN	Avon	
Century	LORAIN	Avon Lake	
Century	LORAIN	Lorain	
Champaign	CHAMPAIGN	Terre Haute	
Champaign	CHAMPAIGN	Urbana	
Chillicothe	ROSS	Bainbridge [ROS]	
Chillicothe	ROSS	Bourneville	
Chillicothe	ROSS	Chillicothe	
Chillicothe	ROSS	Clarksburg	
Chillicothe	ROSS	Frankfort	
Chillicothe	ROSS	Hallsville	
Chillicothe	ROSS	Kingston	
Chillicothe	ROSS	Londonderry	
Chillicothe	ROSS	Massieville	
Chillicothe	ROSS	Richmondale	
Cincinnati Bell	BUTLER	Bethany-West Chester	x
Cincinnati Bell	BUTLER	Hamilton	x
Cincinnati Bell	BUTLER	Reily	x
Cincinnati Bell	BUTLER	Seven Mile	x
Cincinnati Bell	BUTLER	Shandon	x
Cincinnati Bell	CLERMONT	Bethel	x
Cincinnati Bell	CLERMONT	Clermont	x
Cincinnati Bell	CLERMONT	Little Miami	x
Cincinnati Bell	CLERMONT	Newtownsville	x
Cincinnati Bell	CLERMONT	Williamsburg	x
Cincinnati Bell	HAMILTON	Cincinnati	x
Cincinnati Bell	HAMILTON	Harrison	x
Columbus Grove	PUTNAM	Columbus Grove	
Conneaut	ASHTABULA	Conneaut	
Continental	PAULDING	Grover Hill	
Continental	PUTNAM	Continental	
Continental	PUTNAM	Miller City	
Doylestown	WAYNE	Doylestown	
Farmers Mutual	HENRY	Okolona	
Fort Jennings	PUTNAM	Fort Jennings	
Germantown	MONTGOMERY	Germantown	
Glandorf	PUTNAM	Glandorf	
Kalida	PUTNAM	Kalida	

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

Little Miami	BROWN	Fayetteville	
Little Miami	WARREN	Butlerville	
McClure	HENRY	McClure	
Middle Point Home	VAN WERT	Middle Point	
Minford	SCIOTO	Minford	
New Knoxville	AUGLAIZE	New Knoxville	
Nova	ASHLAND	Nova	
Nova	ASHLAND	Sullivan	
Oakwood	PAULDING	Oakwood	
Orwell	ASHTABULA	Colebrook	
Orwell	ASHTABULA	Orwell	
Orwell	ASHTABULA	Windsor	
Orwell	HANCOCK	Mount Cory	
Orwell	PUTNAM	Belmore	
Orwell	PUTNAM	Gilboa	
Orwell	PUTNAM	Leipsic	
Orwell	PUTNAM	Pandora	
Orwell	TRUMBULL	North Bloomfield	
Ottoville Mutual	PUTNAM	Cloverdale	
Ottoville Mutual	PUTNAM	Ottoville	
Pattersonville	CARROLL	Pattersonville	
Ridgeville	HENRY	Ridgeville Corners	
Sherwood Mutual	DEFIANCE	Sherwood	
Sycamore	SENECA	McCutcheonville	
Sycamore	SENECA	Melmore	
Sycamore	WYANDOT	Sycamore	
Telephone Service Co	AUGLAIZE	Cridersville	
Telephone Service Co	AUGLAIZE	Wapakoneta	
United of Indiana	DARKE	Union City	
United Telephone dba Embarq	ALLEN	Beaverdam	x
United Telephone dba Embarq	ALLEN	Bluffton	x
United Telephone dba Embarq	ALLEN	Cairo	x
United Telephone dba Embarq	ALLEN	Delphos	x
United Telephone dba Embarq	ALLEN	Elida	x
United Telephone dba Embarq	ALLEN	Gomer	x
United Telephone dba Embarq	ALLEN	Lafayette	x
United Telephone dba Embarq	ALLEN	Lima	x
United Telephone dba Embarq	ALLEN	Westminster	x
United Telephone dba Embarq	ASHTABULA	Andover	x
United Telephone dba Embarq	ASHTABULA	Jefferson	x
United Telephone dba Embarq	ASHTABULA	New Lyme	x
United Telephone dba Embarq	ATHENS	Glouster	x
United Telephone dba Embarq	AUGLAIZE	Waynesfield	x
United Telephone dba Embarq	CHAMPAIGN	North Lewisburg	x
United Telephone dba Embarq	CHAMPAIGN	Rosewood	x
United Telephone dba Embarq	CRAWFORD	Bucyrus	x
United Telephone dba Embarq	CRAWFORD	Chatfield	x
United Telephone dba Embarq	CRAWFORD	Lykens	x
United Telephone dba Embarq	CRAWFORD	New Winchester	x
United Telephone dba Embarq	DARKE	Ansonia	x

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

United Telephone dba Embarq	DARKE	Arcanum	x
United Telephone dba Embarq	DARKE	Bradford	x
United Telephone dba Embarq	DARKE	Gettysburg	x
United Telephone dba Embarq	DARKE	Greenville	x
United Telephone dba Embarq	DARKE	Hollansburg	x
United Telephone dba Embarq	DARKE	New Madison	x
United Telephone dba Embarq	DARKE	Rosburg	x
United Telephone dba Embarq	DARKE	Versailles	x
United Telephone dba Embarq	DEFIANCE	Defiance	x
United Telephone dba Embarq	DEFIANCE	Jewell	x
United Telephone dba Embarq	DELAWARE	Sunbury	x
United Telephone dba Embarq	FULTON	Archbold	x
United Telephone dba Embarq	FULTON	Lyons	x
United Telephone dba Embarq	FULTON	Metamora	x
United Telephone dba Embarq	FULTON	Swanton	x
United Telephone dba Embarq	FULTON	Wauseon	x
United Telephone dba Embarq	HARDIN	Ada	x
United Telephone dba Embarq	HARDIN	Alger	x
United Telephone dba Embarq	HARDIN	Dunkirk	x
United Telephone dba Embarq	HARDIN	Mount Victory	x
United Telephone dba Embarq	HARDIN	Ridgeway	x
United Telephone dba Embarq	HENRY	Deshler	x
United Telephone dba Embarq	HENRY	Florida	x
United Telephone dba Embarq	HENRY	Gerald	x
United Telephone dba Embarq	HENRY	Grelton-Malinta	x
United Telephone dba Embarq	HENRY	Hamler	x
United Telephone dba Embarq	HENRY	Holgate	x
United Telephone dba Embarq	HENRY	Liberty Center	x
United Telephone dba Embarq	HENRY	Napoleon	x
United Telephone dba Embarq	HOLMES	Big Prairie	x
United Telephone dba Embarq	HOLMES	Glenmont	x
United Telephone dba Embarq	HOLMES	Holmesville	x
United Telephone dba Embarq	HOLMES	Killbuck	x
United Telephone dba Embarq	HOLMES	Millersburg	x
United Telephone dba Embarq	HOLMES	Nashville	x
United Telephone dba Embarq	KNOX	Centerburg	x
United Telephone dba Embarq	KNOX	Danville [KNO]	x
United Telephone dba Embarq	KNOX	Fredericktown	x
United Telephone dba Embarq	KNOX	Gambier	x
United Telephone dba Embarq	KNOX	Martinsburg	x
United Telephone dba Embarq	KNOX	Mount Vernon	x
United Telephone dba Embarq	LICKING	Alexandria	x
United Telephone dba Embarq	LICKING	Croton	x
United Telephone dba Embarq	LICKING	Hebron	x
United Telephone dba Embarq	LICKING	Johnstown	x
United Telephone dba Embarq	LICKING	Pataskala	x
United Telephone dba Embarq	LICKING	Utica-Homer	x
United Telephone dba Embarq	LOGAN	Belle Center	x
United Telephone dba Embarq	LOGAN	Bellefontaine	x
United Telephone dba Embarq	LOGAN	De Graff	x

8/12/2009

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

United Telephone dba Embarq	LOGAN	East Liberty	x
United Telephone dba Embarq	LOGAN	Huntsville	x
United Telephone dba Embarq	LOGAN	Rushsylvania	x
United Telephone dba Embarq	LOGAN	Russells Point	x
United Telephone dba Embarq	LOGAN	West Liberty	x
United Telephone dba Embarq	LOGAN	West Mansfield	x
United Telephone dba Embarq	LUCAS	Richfield Center-Berkey	x
United Telephone dba Embarq	LUCAS	Waterville	x
United Telephone dba Embarq	MAHONING	Berlin Center	x
United Telephone dba Embarq	MAHONING	Damascus	x
United Telephone dba Embarq	MAHONING	North Benton	x
United Telephone dba Embarq	MARION	Caledonia	x
United Telephone dba Embarq	MERCER	Rockford	x
United Telephone dba Embarq	MORGAN	Chesterhill	x
United Telephone dba Embarq	MORGAN	McConnelsville	x
United Telephone dba Embarq	MORGAN	Pennsville	x
United Telephone dba Embarq	MORGAN	Reinersville-Hackney	x
United Telephone dba Embarq	MORGAN	Stockport	x
United Telephone dba Embarq	MORROW	Cardington	x
United Telephone dba Embarq	MORROW	Chesterville	x
United Telephone dba Embarq	MORROW	Johnsville	x
United Telephone dba Embarq	MORROW	Marengo	x
United Telephone dba Embarq	MORROW	Mount Gilead	x
United Telephone dba Embarq	MUSKINGUM	Adamsville	x
United Telephone dba Embarq	MUSKINGUM	Fazeysburg	x
United Telephone dba Embarq	PERRY	Crooksville	x
United Telephone dba Embarq	PERRY	Junction City	x
United Telephone dba Embarq	PICKAWAY	Mount Sterling	x
United Telephone dba Embarq	PORTAGE	Lake Milton	x
United Telephone dba Embarq	PORTAGE	Wayland	x
United Telephone dba Embarq	PORTAGE	Windham	x
United Telephone dba Embarq	PREBLE	Camden	x
United Telephone dba Embarq	PREBLE	Eaton	x
United Telephone dba Embarq	PREBLE	Eldorado	x
United Telephone dba Embarq	PREBLE	New Paris	x
United Telephone dba Embarq	PREBLE	West Manchester	x
United Telephone dba Embarq	PUTNAM	Ottawa	x
United Telephone dba Embarq	RICHLAND	Adario	x
United Telephone dba Embarq	RICHLAND	Bellville	x
United Telephone dba Embarq	RICHLAND	Butler	x
United Telephone dba Embarq	RICHLAND	Lexington	x
United Telephone dba Embarq	RICHLAND	Lucas	x
United Telephone dba Embarq	RICHLAND	Mansfield	x
United Telephone dba Embarq	RICHLAND	Shelby	x
United Telephone dba Embarq	RICHLAND	Shiloh	x
United Telephone dba Embarq	SANDUSKY	Woodville	x
United Telephone dba Embarq	SENECA	Green Springs	x
United Telephone dba Embarq	SENECA	Old Fort	x
United Telephone dba Embarq	SHELBY	Anna	x
United Telephone dba Embarq	SHELBY	Botkins	x

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

United Telephone dba Embarq	SHELBY	Fort Loramie	x
United Telephone dba Embarq	SHELBY	Jackson Center	x
United Telephone dba Embarq	SHELBY	Sidney	x
United Telephone dba Embarq	TRUMBULL	Bristolville	x
United Telephone dba Embarq	TRUMBULL	Cortland	x
United Telephone dba Embarq	TRUMBULL	Greene	x
United Telephone dba Embarq	TRUMBULL	Hartford	x
United Telephone dba Embarq	TRUMBULL	Johnston	x
United Telephone dba Embarq	TRUMBULL	Kinsman	x
United Telephone dba Embarq	TRUMBULL	Newton Falls	x
United Telephone dba Embarq	TRUMBULL	Warren	x
United Telephone dba Embarq	UNION	Byhalia	x
United Telephone dba Embarq	UNION	Magnetic Springs	x
United Telephone dba Embarq	UNION	Marysville	x
United Telephone dba Embarq	UNION	Milford Center	x
United Telephone dba Embarq	UNION	Raymond	x
United Telephone dba Embarq	UNION	York Center	x
United Telephone dba Embarq	VAN WERT	Van Wert	x
United Telephone dba Embarq	VAN WERT	Venedocia	x
United Telephone dba Embarq	WARREN	Lebanon	x
United Telephone dba Embarq	WARREN	Mason	x
United Telephone dba Embarq	WARREN	Morrow	x
United Telephone dba Embarq	WARREN	South Lebanon	x
United Telephone dba Embarq	WARREN	Waynesville	x
United Telephone dba Embarq	WASHINGTON	Bartlett	x
United Telephone dba Embarq	WAYNE	Apple Creek	x
United Telephone dba Embarq	WAYNE	Fredericksburg	x
United Telephone dba Embarq	WAYNE	Kidron	x
United Telephone dba Embarq	WAYNE	Marshallville	x
United Telephone dba Embarq	WAYNE	Orrville	x
United Telephone dba Embarq	WAYNE	Rittman	x
United Telephone dba Embarq	WAYNE	Shreve	x
United Telephone dba Embarq	WAYNE	Smithville	x
United Telephone dba Embarq	WAYNE	Sterling	x
United Telephone dba Embarq	WAYNE	Wooster	x
United Telephone dba Embarq	WILLIAMS	Stryker	x
United Telephone dba Embarq	WOOD	Bloomdale	x
United Telephone dba Embarq	WOOD	Cygnets	x
United Telephone dba Embarq	WOOD	Luckey	x
United Telephone dba Embarq	WOOD	Moline	x
United Telephone dba Embarq	WOOD	Portage	x
United Telephone dba Embarq	WOOD	Rising Sun	x
United Telephone dba Embarq	WOOD	Stony Ridge	x
Vanlue	HANCOCK	Vanlue	
Vaughnsville	PUTNAM	Vaughnsville	
Verizon North	ADAMS	Manchester [ADA]	x
Verizon North	ADAMS	Peebles	x
Verizon North	ADAMS	Seaman	x
Verizon North	ADAMS	West Union	x
Verizon North	ALLEN	Spencerville	x

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

Verizon North	ASHLAND	Ashland	x
Verizon North	ASHLAND	Hayesville	x
Verizon North	ASHLAND	Loudonville	x
Verizon North	ASHLAND	Perrysville	x
Verizon North	ASHLAND	Polk	x
Verizon North	ASHLAND	Redhaw	x
Verizon North	ASHLAND	Savannah	x
Verizon North	ATHENS	Albany	x
Verizon North	ATHENS	Amesville	x
Verizon North	ATHENS	Athens	x
Verizon North	ATHENS	Guysville	x
Verizon North	ATHENS	New Marshfield	x
Verizon North	ATHENS	Shade	x
Verizon North	ATHENS	The Plains	x
Verizon North	AUGLAIZE	Minster	x
Verizon North	AUGLAIZE	New Bremen	x
Verizon North	AUGLAIZE	St. Marys	x
Verizon North	BELMONT	Flushing	x
Verizon North	BROWN	Decatur	x
Verizon North	BROWN	Georgetown	x
Verizon North	BROWN	Hamersville	x
Verizon North	BROWN	Higginsport	x
Verizon North	BROWN	Mount Orab	x
Verizon North	BROWN	Russellville	x
Verizon North	BROWN	Sardinia	x
Verizon North	BUTLER	Morning Sun	x
Verizon North	BUTLER	Oxford	x
Verizon North	CARROLL	Carrollton	x
Verizon North	CARROLL	Dellroy	x
Verizon North	CARROLL	Harlem Springs	x
Verizon North	CARROLL	Malvern	x
Verizon North	CARROLL	Mechanicstown	x
Verizon North	CHAMPAIGN	Mechanicsburg	x
Verizon North	CHAMPAIGN	Woodstock	x
Verizon North	CLARK	Catawba	x
Verizon North	CLERMONT	Felicity	x
Verizon North	CLINTON	Blanchester	x
Verizon North	CLINTON	Clarksville	x
Verizon North	CLINTON	Martinsville	x
Verizon North	CLINTON	New Burlington	x
Verizon North	CLINTON	New Vienna	x
Verizon North	CLINTON	Port William	x
Verizon North	CLINTON	Sabina	x
Verizon North	CLINTON	Wilmington	x
Verizon North	COLUMBIANA	East Rochester	x
Verizon North	COLUMBIANA	Hanoverton	x
Verizon North	COLUMBIANA	North Georgetown	x
Verizon North	COLUMBIANA	Winona	x
Verizon North	COSHOCTON	Cooperdale	x
Verizon North	COSHOCTON	Warsaw	x

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

Verizon North	CRAWFORD	Crestline	x
Verizon North	CRAWFORD	Galion	x
Verizon North	CRAWFORD	New Washington	x
Verizon North	DARKE	North Star	x
Verizon North	DARKE	Yorkshire	x
Verizon North	DEFIANCE	Hicksville	x
Verizon North	DEFIANCE	Ney	x
Verizon North	DELAWARE	Ashley	x
Verizon North	DELAWARE	Cheshire Center	x
Verizon North	DELAWARE	Delaware	x
Verizon North	DELAWARE	Kilbourne	x
Verizon North	DELAWARE	Ostrander	x
Verizon North	DELAWARE	Radnor	x
Verizon North	DELAWARE	Rathbone	x
Verizon North	ERIE	Berlin Heights	x
Verizon North	ERIE	Huron	x
Verizon North	ERIE	Kelleys Island	x
Verizon North	ERIE	Milan	x
Verizon North	FAIRFIELD	Amanda	x
Verizon North	FAIRFIELD	Baltimore	x
Verizon North	FAIRFIELD	Bremen	x
Verizon North	FAIRFIELD	Millersport	x
Verizon North	FAIRFIELD	Pleasantville	x
Verizon North	FULTON	Fayette	x
Verizon North	GUERNSEY	Byesville	x
Verizon North	GUERNSEY	Cambridge	x
Verizon North	HANCOCK	Arlington	x
Verizon North	HANCOCK	Jenera	x
Verizon North	HANCOCK	McComb	x
Verizon North	HANCOCK	Mount Blanchard	x
Verizon North	HANCOCK	Rawson	x
Verizon North	HANCOCK	Van Buren	x
Verizon North	HARDIN	Forest	x
Verizon North	HARRISON	Bowerston	x
Verizon North	HARRISON	Cadiz	x
Verizon North	HARRISON	Freeport	x
Verizon North	HARRISON	Jewett	x
Verizon North	HARRISON	Scio	x
Verizon North	HIGHLAND	Greenfield	x
Verizon North	HIGHLAND	Leesburg	x
Verizon North	HIGHLAND	Lynchburg	x
Verizon North	HIGHLAND	Mowrystown	x
Verizon North	HIGHLAND	Sinking Spring	x
Verizon North	HOCKING	Laurelville	x
Verizon North	HOCKING	Logan	x
Verizon North	HOLMES	Berlin	x
Verizon North	HOLMES	Lakeville	x
Verizon North	HURON	Bellevue	x
Verizon North	HURON	Greenwich	x
Verizon North	HURON	Monroeville	x

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

Verizon North	HURON	New London	x
Verizon North	HURON	Norwalk	x
Verizon North	HURON	Wakeman	x
Verizon North	HURON	Willard	x
Verizon North	JACKSON	Jackson	x
Verizon North	JACKSON	Oak Hill	x
Verizon North	JACKSON	Wellston	x
Verizon North	JEFFERSON	Adena	x
Verizon North	JEFFERSON	Amsterdam	x
Verizon North	JEFFERSON	Bergholz	x
Verizon North	JEFFERSON	Brilliant	x
Verizon North	JEFFERSON	Dillonvale-Mt. Pleasant	x
Verizon North	JEFFERSON	Knoxville	x
Verizon North	JEFFERSON	Richmond	x
Verizon North	JEFFERSON	Smithfield	x
Verizon North	JEFFERSON	Tiltonsville	x
Verizon North	LAWRENCE	Chesapeake	x
Verizon North	LORAIN	Grafton	x
Verizon North	LORAIN	North Eaton	x
Verizon North	LORAIN	Oberlin	x
Verizon North	LORAIN	Wellington	x
Verizon North	LUCAS	Curtice-Oregon	x
Verizon North	LUCAS	Sylvania	x
Verizon North	MADISON	Resaca	x
Verizon North	MARION	Green Camp	x
Verizon North	MARION	Larue	x
Verizon North	MARION	Marion	x
Verizon North	MARION	Morral	x
Verizon North	MARION	Prospect	x
Verizon North	MARION	Waldo	x
Verizon North	MEDINA	Brunswick	x
Verizon North	MEDINA	Chatham	x
Verizon North	MEDINA	Homerville	x
Verizon North	MEDINA	Lodi	x
Verizon North	MEDINA	Medina	x
Verizon North	MEDINA	Seville	x
Verizon North	MEDINA	Sharon Center	x
Verizon North	MEDINA	Spencer	x
Verizon North	MEDINA	Valley City	x
Verizon North	MEDINA	Wadsworth	x
Verizon North	MEDINA	Westfield Center	x
Verizon North	MEIGS	Letart Falls	x
Verizon North	MEIGS	Pomeroy	x
Verizon North	MEIGS	Portland	x
Verizon North	MERCER	Celina	x
Verizon North	MERCER	Coldwater	x
Verizon North	MERCER	Fort Recovery	x
Verizon North	MERCER	Maria Stein	x
Verizon North	MERCER	Mendon	x
Verizon North	MIAMI	Laura	x

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

Verizon North	MIAMI	Tipp City	x
Verizon North	MIAMI	Troy	x
Verizon North	MIAMI	West Milton	x
Verizon North	MONTGOMERY	Brookville	x
Verizon North	MONTGOMERY	Englewood	x
Verizon North	MONTGOMERY	Farmersville	x
Verizon North	MONTGOMERY	Liberty	x
Verizon North	MONTGOMERY	New Lebanon	x
Verizon North	MONTGOMERY	Phillipsburg	x
Verizon North	MONTGOMERY	Trotwood	x
Verizon North	MUSKINGUM	New Concord	x
Verizon North	NOBLE	Caldwell	x
Verizon North	NOBLE	Dexter City	x
Verizon North	NOBLE	Summerfield	x
Verizon North	OTTAWA	Elmore	x
Verizon North	OTTAWA	Genoa	x
Verizon North	OTTAWA	Marblehead	x
Verizon North	OTTAWA	Oak Harbor	x
Verizon North	OTTAWA	Port Clinton	x
Verizon North	OTTAWA	Put-In-Bay	x
Verizon North	PAULDING	Antwerp	x
Verizon North	PAULDING	Payne	x
Verizon North	PICKAWAY	Ashville	x
Verizon North	PICKAWAY	Circleville	x
Verizon North	PICKAWAY	Williamsport	x
Verizon North	PIKE	Beaver	x
Verizon North	PIKE	Idaho	x
Verizon North	PIKE	Piketon	x
Verizon North	PIKE	Waverly	x
Verizon North	PORTAGE	Garrettsville	x
Verizon North	PREBLE	Gratis	x
Verizon North	PREBLE	Lewisburg	x
Verizon North	PREBLE	West Alexandria	x
Verizon North	RICHLAND	Plymouth	x
Verizon North	SANDUSKY	Clyde	x
Verizon North	SANDUSKY	Gibsonburg	x
Verizon North	SANDUSKY	Helena	x
Verizon North	SCIOTO	Portsmouth	x
Verizon North	SENECA	Attica	x
Verizon North	SENECA	Bettsville	x
Verizon North	SENECA	Bloomville	x
Verizon North	SENECA	Republic	x
Verizon North	STARK	Beach City	x
Verizon North	STARK	Brewster	x
Verizon North	STARK	Minerva	x
Verizon North	STARK	Paris	x
Verizon North	STARK	Wilmot	x
Verizon North	SUMMIT	Montrose [SUM]	x
Verizon North	TUSCARAWAS	Baltic	x
Verizon North	TUSCARAWAS	Bolivar	x

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

Verizon North	TUSCARAWAS	Mineral City	x
Verizon North	TUSCARAWAS	New Philadelphia	x
Verizon North	TUSCARAWAS	Strasburg	x
Verizon North	TUSCARAWAS	Sugarcreek	x
Verizon North	UNION	Plain City	x
Verizon North	UNION	Richwood	x
Verizon North	VAN WERT	Convoy	x
Verizon North	VAN WERT	Ohio City	x
Verizon North	VAN WERT	Scott	x
Verizon North	VAN WERT	Willshire-Wren	x
Verizon North	VINTON	McArthur	x
Verizon North	VINTON	Wilkesville	x
Verizon North	WASHINGTON	Barlow	x
Verizon North	WASHINGTON	Beverly	x
Verizon North	WASHINGTON	Lowell	x
Verizon North	WASHINGTON	Lower Salem	x
Verizon North	WASHINGTON	Watertown	x
Verizon North	WAYNE	Burbank	x
Verizon North	WAYNE	Congress	x
Verizon North	WAYNE	Creston	x
Verizon North	WAYNE	West Salem	x
Verizon North	WILLIAMS	Bryan	x
Verizon North	WILLIAMS	Edgerton	x
Verizon North	WILLIAMS	Edon	x
Verizon North	WILLIAMS	Evansport	x
Verizon North	WILLIAMS	Montpelier	x
Verizon North	WILLIAMS	Pioneer	x
Verizon North	WILLIAMS	West Unity	x
Verizon North	WOOD	Bowling Green	x
Verizon North	WOOD	Grand Rapids	x
Verizon North	WOOD	Haskins-Tontogany	x
Verizon North	WOOD	North Baltimore	x
Verizon North	WOOD	Pemberville	x
Verizon North	WOOD	Wayne-Bradner	x
Verizon North	WOOD	Weston	x
Verizon North	WYANDOT	Carey	x
Verizon North	WYANDOT	Harpster	x
Verizon North	WYANDOT	Nevada	x
Verizon North	WYANDOT	Wharton	x
Wabash Mutual	MERCER	Wabash	
Windstream Ohio	CHAMPAIGN	St. Paris	
Windstream Ohio	FULTON	Chesterfield	
Windstream Ohio	FULTON	Delta	
Windstream Ohio	FULTON	Neapolis	
Windstream Ohio	HARDIN	Kenton	
Windstream Ohio	LICKING	Granville	
Windstream Ohio	LICKING	Gratit	
Windstream Ohio	LICKING	Hanover-Marne*	
Windstream Ohio	LICKING	Newark	
Windstream Ohio	LICKING	St. Louisville	

* Hanover was inadvertently omitted from the exchange name which was updated on 9-6-06.

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

Windstream Ohio	LORAIN	Columbia Station	
Windstream Ohio	LORAIN	Elyria	
Windstream Ohio	MIAMI	Covington	
Windstream Ohio	MIAMI	Pleasant Hill	
Windstream Ohio	PAULDING	Paulding	
Windstream Western Reserve	ASHTABULA	Ashtabula	
Windstream Western Reserve	ASHTABULA	Austinburg	
Windstream Western Reserve	ASHTABULA	Dorset	
Windstream Western Reserve	ASHTABULA	Geneva	
Windstream Western Reserve	ASHTABULA	Kingsville	
Windstream Western Reserve	ASHTABULA	Pierpont	
Windstream Western Reserve	ASHTABULA	Rock Creek	
Windstream Western Reserve	ASHTABULA	Trumbull	
Windstream Western Reserve	ATHENS	Coolville	
Windstream Western Reserve	BELMONT	Centerville [BEL]	
Windstream Western Reserve	BELMONT	Morristown	
Windstream Western Reserve	BELMONT	Powhatan Point	
Windstream Western Reserve	GEAUGA	Bainbridge [GEA]	
Windstream Western Reserve	GEAUGA	Chardon	
Windstream Western Reserve	GEAUGA	East Claridon	
Windstream Western Reserve	GEAUGA	Huntsburg	
Windstream Western Reserve	GEAUGA	Middlefield	
Windstream Western Reserve	GEAUGA	Montville	
Windstream Western Reserve	GEAUGA	Newbury	
Windstream Western Reserve	GEAUGA	Parkman	
Windstream Western Reserve	GEAUGA	Russell	
Windstream Western Reserve	GEAUGA	Thompson	
Windstream Western Reserve	GUERNSEY	Cumberland	
Windstream Western Reserve	GUERNSEY	Fairview	
Windstream Western Reserve	GUERNSEY	Old Washington	
Windstream Western Reserve	GUERNSEY	Quaker City	
Windstream Western Reserve	HARRISON	Hopedale	
Windstream Western Reserve	JEFFERSON	Bloomington	
Windstream Western Reserve	LAKE	Madison	
Windstream Western Reserve	LAKE	Perry	
Windstream Western Reserve	MEDINA	Hinckley	
Windstream Western Reserve	MEIGS	Chester	
Windstream Western Reserve	PORTAGE	Aurora	
Windstream Western Reserve	PORTAGE	Hiram	
Windstream Western Reserve	SUMMIT	Hudson	
Windstream Western Reserve	SUMMIT	Northfield	
Windstream Western Reserve	SUMMIT	Peninsula	
Windstream Western Reserve	SUMMIT	Richfield	
Windstream Western Reserve	SUMMIT	Twinsburg	
Windstream Western Reserve	TRUMBULL	Mesopotamia	
Windstream Western Reserve	WASHINGTON	Little Hocking	
X			

EXHIBIT G-6

If mirroring the entire LEC exchanges for both serving area and local calling areas, tariffs may incorporate by reference. If not mirroring the entire ILEC serving and/or local calling areas, the CLEC shall specifically define their service and local calling areas in the tariff.

Applicant is mirroring the entire Paetec Communications, Inc. exchanges for both serving area and local calling areas.

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Case No(s). 09-0718-TP-ACE

Summary: Application Application for a Certificate of Public Convenience and Necessity to provide facilities-based and resold competitive local telecommunication services electronically filed by Mr. Patrick D. Crocker on behalf of FIDELITY TELECOM, LLC