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April 24, 2010

**VIA OVERNIGHT DELIVERY**

Renee J. Jenkins  
Director of Administration  
Public Utilities Commission of Ohio  
180 E. Broad St.  
Columbus, OH 43215-3793  
(614) 466-3016

RECEIVED-BOOKETING DIV  
2010 APR 26 AM 9:59  
PUCO

Re: Wholesale Carrier Services, Inc.  
Case No. 10-137-TP-ACE

Dear Ms. Jenkins:

Pursuant to staff request, enclosed please find for filing an original and seven (7) copies of the below:

1. Original executed Affidavit to reflect affirmation that Wholesale Carrier Services, Inc. has entered into negotiations with AT&T Ohio and Verizon along with backup paperwork from AT&T Ohio and Verizon.
2. PUCO Tariff No. 1 Replacement Pages
  - a. Page No. 6 to reflect removal of Section 3.6 and 3.6;
  - b. Section No. 3, Page No. 2 to reflect corrected Business Rates;
  - c. Section No. 3, Page No. 8 to reflect corrected Business Rates;
  - d. Section No. 3, Page No. 15 to reflect corrected Residential Rates; and
  - e. Section No. 3, Page No. 19 to reflect corrected Residential Rates.

Please note that several page numbers throughout PUCO Tariff No. 1 have been changed to reflect the removal of pages with "Reserved For Future Use." Upon filing the final tariff, it will reflect this requested change.

This is to certify that the ~~original~~ ~~document~~ is an  
accurate and complete reproduction of a case file  
document delivered in the regular course of business  
Technician DA Date Processed 4-26-2010

Renee J. Jenkins  
Director of Administration  
Public Utilities Commission of Ohio

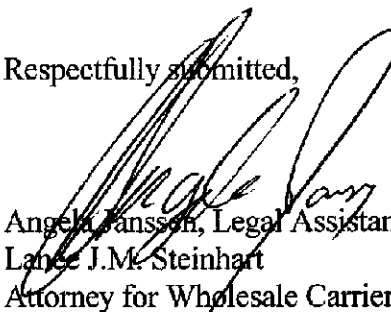
3. Tariff No. 3 Replacement Pages

- a. Sheet No. 6 to reflect addition of CMRS to Carrier or Common Carrier definition;
- b. Sheet No. 7 to reflect language change to End User definition;
- c. Sheet No. 8 to reflect language change to Interexchange Carrier (IXC) or Interexchange Common Carrier definition;
- d. Sheet No. 9 to reflect removal of Optional Expanded Area Service Traffic;
- e. Sheet No. 31 to reflect language change to Section 2.5.1 A.;
- f. Sheet No. 32 to reflect dispute language;
- g. Sheet No. 33 to reflect language changes to Section 2.5.2 and 2.5.3.A.;
- h. Sheet No. 34 to reflect language change to Section 2.5.3.E;
- i. Sheet No. 35 to reflect removal of Section 2.5.3 F.2.;
- j. Sheet No. 36 to reflect language changes to Sections 2.5.3 G. and 2.5.4;
- k. Sheet No. 42 to reflect AT&T Ohio and Verizon rates;
- l. Sheet No. 53 to reflect AT&T and Verizon rates; and
- m. Sheet No. 56 to reflect Wholesale Carrier Services in Section 6.1.

I have also enclosed an extra copy of this letter to be date stamped and returned to me in the enclosed, self-addressed, postage prepaid envelope.

If you have any questions, or if I may provide you with additional information, please do not hesitate to contact me. Thank you.

Respectfully submitted,



Angela Jansson, Legal Assistant to  
Lance J.M. Steinhart  
Attorney for Wholesale Carrier Services, Inc.

Enclosures

AFFIDAVIT OF APPLICANT

State of Coral Springs )

County of Florida )

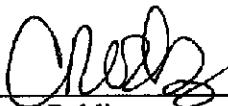
ss:

I, Chris S. Barton, being duly sworn, do hereby affirm that Wholesale Carrier Services, Inc. has entered into negotiations with AT&T Ohio and Verizon.



Chris S. Barton, President  
Wholesale Carrier Services, Inc.

Subscribed and sworn to before me this 22nd day of April, 2010.



Notary Public

My commission expires: 4/15/2013



OH IXC&CLEC Letter

TO: Contract Management  
311 S Akard  
Four AT&T Plaza, 9<sup>th</sup> floor  
Dallas, TX 75202  
Fax: 1-800-404-4548

July 23, 2009

RE: Request to Initiate Negotiations

Director – Interconnection Agreements:

Pursuant to Sections 251 & 252 of the Telecommunications Act of 1996, Wholesale Carrier Services, Inc. ("Carrier") desires to begin the negotiations process to reach a mutually acceptable

- ☒ Local Interconnection (includes Resale provisions) Agreement  
☐ Resale (only) Agreement  
☒ Commercial Agreement Type: \_\_\_\_\_  
☐ Cellular/PCS (Wireless) Agreement  
☐ Paging Interconnection Agreement  
☐ Paging Facilities Agreement  
☐ ILEC/OE-LEC Agreement Type: \_\_\_\_\_  
☒ Other UNE-P

with AT&T in the state(s) of (check all that apply) ☒ Alabama ☒ Arkansas ☐ California ☒ Connecticut  
☒ Florida ☒ Georgia ☒ Illinois ☒ Indiana ☒ Kansas ☒ Kentucky ☒ Louisiana ☒ Michigan  
☒ Mississippi ☒ Missouri ☒ Nevada ☒ North Carolina ☒ Ohio ☒ Oklahoma ☒ South Carolina  
☒ Tennessee ☐ Tennessee ☐ Texas and/or ☒ Wisconsin.

Fill in the required information below. \*

**Carrier's information:**

	CARRIER NOTICE CONTACT INFO*
NAME	Chris S. Barton
TITLE	CEO
STREET ADDRESS	5471 N. University Drive
ROOM OR SUITE	
CITY, STATE, ZIP CODE	Coral Springs, Florida 33446
E-MAIL ADDRESS	
TELEPHONE NUMBER	(954)227-1700
FACSIMILE NUMBER	(954)905-4277
STATE OF INCORPORATION	Florida

**Attorney's Information:** (if applicable)

	CARRIER NOTICE CONTACT INFO*
ATTORNEY NAME	Eric Edison
NAME OF FIRM	Angelo & Banta
STREET ADDRESS	515 E. Las Olas Blvd.
ROOM OR SUITE	Suite 850
CITY, STATE, ZIP CODE	Fort Lauderdale, Florida 33301
E-MAIL ADDRESS	info@angelolaw.com
TELEPHONE NUMBER	(954)766-9825
FACSIMILE NUMBER	(954)766-9930

Is a signature-ready copy of the 22-State Agreement desired? X ☐ Yes ☐ No

***If yes, Interconnection, request MUST include ISP option – All Traffic or ISP-bound Traffic only. If no option is indicated, the Agreement will default to the ISP-bound Traffic Only option. (AT&T 22-St Interconnection Agreement may be viewed at <https://clec.att.com/clec/shell.cfm?section=115>.)***

If 22-State: ISP option: X ☐ All Traffic ☐ ISP-bound Traffic only

Enclose **proof of certification** for **each state requested**.

Enclose **documentation from Telcordia** as confirmation of ACNA.

Enclose **documentation from NECA** as confirmation of OCN(s).

Enclose **verification** of type of entity and registration with Secretary of State.

Form completed and submitted by: Randee Jennings, Vice President - Operations

Contact number: (954)905-4223

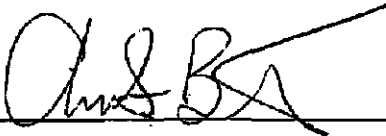
AT&T will formally reply in writing to this request.

\* NOTE: All requested information is required. Be aware that the failure to provide accurate and complete information may result in return of this form to you and a delay in processing your request.

Wholesale Carrier Services, Inc.

BellSouth Telecommunications, Inc. d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina, and AT&T Tennessee, Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada and AT&T Wholesale, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut, Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma, AT&T Texas, Wisconsin Bell, Inc. d/b/a AT&T Wisconsin by AT&T Operations, Inc., its authorized agent

Signature: \_\_\_\_\_



Name: Chris S. Barton

(Print or Type)

Title: President and CEO

(Print or Type)

Date: April 1, 2010

Signature: \_\_\_\_\_

Name: Eddie A. Reed, Jr.

(Print or Type)

Title: Director - Interconnection Agreements

Date: \_\_\_\_\_

## WHOLESALE ADVANTAGE SERVICES AGREEMENT

**THIS WHOLESALE ADVANTAGE SERVICES AGREEMENT** (this "Agreement") is effective as of April 1, 2008 ("Effective Date") by and among Verizon Services Corp., with offices at 1310 North Court House Rd., Arlington, VA 22201, on behalf of its affiliated Incumbent Local Exchange Carriers (individually and collectively, "Verizon"), and Wholesale Carrier Services, Inc. ("WCS"), with offices at 5471 N. University Drive Coral Springs, FL 33067 (each individually, a "Party," and collectively, the "Parties").

**WHEREAS**, prior to the Effective Date of this Agreement, Verizon provided platforms of unbundled network elements ("UNE-P") to competitive local exchange carriers pursuant to interconnection agreements governed by, inter alia, Sections 251 and 252 of the Communications Act of 1934 (47 U.S.C. Section 151 et seq.), as amended (the "Act"), which such carriers used to provide dialtone services to its end users; and

**WHEREAS**, the Parties seek to replace Verizon's provision of UNE-P with a long term commercial alternative;

**WHEREAS**, as part of such long term commercial alternative to UNE-P, Verizon is prepared to offer wholesale dialtone services to WCS in the form of what is known as Verizon's Wholesale Advantage service offering on terms that preserve, to the extent practicable, the features, functionality and ordering processes previously available under Verizon's UNE-P service offerings, but at commercially reasonable rates and charges;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be bound, hereby agree as follows:

### 1. Services Description

Subject to the availability of necessary facilities, and as described more particularly in Attachment 2 hereto, the Services offered by Verizon under this Agreement (the "Services") shall consist of local circuit switched dialtone services, comprised of DS0 Loops and Local Circuit Switching (including shared transport and SS7 signaling facilities used in conjunction with such switching), that provide all the features and functionalities of Verizon's DS0 UNE-P services offerings previously made available to WCS under its interconnection agreements with Verizon and through certain Verizon state tariffs.

### 2. Scope of Agreement

2.1 During the Term of this Agreement Verizon shall provide the Services to WCS upon receipt of a correct and complete order, in accordance with the terms and conditions set forth herein. In order to ensure the availability of ancillary services customarily used in connection with unbundled switching services, the Services provided herein shall be available to WCS only if WCS is and remains party to an effective interconnection

**SIGNATURE PAGE**

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

**WHOLESALE CARRIER SERVICES,  
INC.**

By: 

Printed: Chris Barton

Title: President/CEO

**VERIZON SERVICES CORP.**

By: 

Printed: Thomas W. Caldwell

Title: Vice President, Marketing &  
Product Management



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As Approved in Case No.

Effective Date:

Chris S. Barton, President  
5471 N. University Drive  
Coral Springs, Florida 33067

3 Competitive Local Exchange Service Price List (cont'd)

## 3.1 Standard Business Local Exchange Service (cont'd)

## 3.1.1 AT&amp;T Ohio Calling Areas

## A. Message Rate

Message Rate Service consists of a fixed monthly rate for usage packages which includes a monthly local usage allowance in the monthly rate. Each local call is charged on a message unit basis and an additional charge is made for local messages in excess of the allowance. The allowance, if not used during one month, is not credited to the customer's account for any other month that service is provided.

<u>Individual Line</u>	<u>Monthly Rate</u>	<u>Max Rate</u>
	\$39.90	\$79.00

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As Approved in Case No.  
Issue Date: February 5, 2010

Effective Date:

Chris S. Barton, President  
5471 N. University Drive  
Coral Springs, Florida 33067

3 Competitive Local Exchange Service Price List (cont'd)

## 3.1 Standard Business Local Exchange (cont'd)

## 3.1.2 Verizon Calling Areas

## Monthly Recurring Charges

The following charges apply to Standard Business Local Exchange lines per month for customers located in the Verizon Calling Areas. Rates and charges include Touchtone Service for each line. The rates and charges below apply to service provided on a month-to-month basis. All business services are measured.

## A. Flat Rate Calling Service

Flat Rate Local Calling Service provides the customer with unlimited local calls within their local calling area for one flat monthly rate. A local calling area includes their home location and any EAS (Extended Area Service) will be billed separately per minute.

	Monthly Rate	Max Rate
Individual Line	\$39.99	\$79.99

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As Approved in Case No.  
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5471 N. University Drive  
Coral Springs, Florida 33067

3 Competitive Local Exchange Service Price List (cont'd)3.2 Standard Residence Local Exchange Service (cont'd)3.2.1 AT&T Ohio Calling Areas (cont'd)

## (I) Flat Rate Service

No measured or message charges apply to calls placed or received from Flat Rate service lines. Customers receive unlimited calling within their local calling area.

<u>Individual Line</u>	<u>Current Rate</u>	<u>Max Rate</u>
	\$28.90	\$57.80

## (II) Measured Rate Service

Customers subscribing to Measured Rate Service will pay a recurring service charge and a local usage per call charge. The Measured Rate Service Customer will be charged a per minute rate for all local calls placed from the Customer's line.

Monthly Recurring Service Charges

	<u>Measured Rate</u>	<u>Max Rate</u>
	27.49	39.99

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As Approved in Case No.  
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Chris S. Barton, President  
5471 N. University Drive  
Coral Springs, Florida 33067

3 Competitive Local Exchange Service Price List (cont'd)3.2 Standard Residence Local Exchange Service (cont'd)

## 3.2.2 Verizon Calling Areas

## A. Monthly Recurring Charges

The following charges apply to Standard Residential Local Exchange Service lines per month for customers located in the Verizon Calling Areas. Rates and charges include Touchtone Service for each line. The rates and charges below apply to service provided on a month-to-month basis. All business services are measured.

With Flat Rate Service, the customer can make unlimited calls to locations within their base rate area for a fixed monthly charge. The base rate area includes their home exchange and any exchanges that are available for their area. Also, the zone rates in Section will apply to services located outside the base rate Area.

<u>Individual Line</u>	<u>Monthly Rate</u>	<u>Max Rate</u>
	\$35.95	\$71.90

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Coral Springs, Florida 33067

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

Co-Carrier: Any other Telecommunications provider authorized by the Commission to provide local exchange service in the state.

Commission: The Public Utilities Commission of Ohio.

Common Channel Signaling (CCS): A high-speed packet switched communications network which 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.

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Issued:

Effective:

Issued by:

Chris S. Barton, President  
5471 N. University Drive  
Coral Springs, Florida 33067

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SECTION 1 - DEFINITIONS, (Cont'd.)

Company: Wholesale Carrier Services, Inc., or WCS, 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.

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 Trunkside 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 a 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.

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5471 N. University Drive  
Coral Springs, Florida 33067

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**SECTION 1 - DEFINITIONS, (Cont'd.)**

Interexchange Carrier (IXC) or Interexchange Common Carrier: Any individual, partnership, association, joint stock company, trust, 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.

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.

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SECTION 1 - DEFINITIONS, (Cont'd.)

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

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 active condition of Switched Access or a telephone exchange service line.

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.

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).

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Coral Springs, Florida 33067

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)****2.4 Customer Equipment and Channels (Cont'd.)****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.
- 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, 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.

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Coral Springs, Florida 33067

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

**2.5 Payment Arrangements (Cont'd.)**

**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.

Non-Recurring Charges are due and payable within 30 days after the invoice date.

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

Amounts not paid within 30 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 30 days.

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.

In the event that the Company resolves the billing dispute in favor of the Customer who has withheld payment of the disputed amount pending resolution of the disputed bill, the Company will credit the Customer's account for the disputed amount in the billing period following the resolution of the dispute.

In the event that the Company resolves the billing dispute in favor of a Customer who has paid the total amount of the disputed bill, the Company will credit the Customer's account for any overpayment by the Customer in the billing period following the resolution of the dispute.

In the event that the Company resolves the billing dispute in favor of a Customer who has paid the total amount of the disputed bill but canceled the Service, the Company will issue a refund.

All adjustments or refunds provided by the Company to the Customer at the Customer's request, or provided by the Company to the Customer by way of compromise of a billing dispute, and which are accepted by the Customer, are final and constitute full satisfaction, settlement, and/or compromise of all of the Customer's claims for the billing period for which the adjustment or refund was issued.

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Issued:

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)****2.5 Payment Arrangements (Cont'd.)****2.5.2 Billing and Collection of Charges (cont'd.)**

The customer shall notify the Company of any disputed items on an invoice within 90 days of receipt of the invoice. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Public Utilities Commission of Ohio in accordance with the Commission's rules of procedure. The address of the Commission is as follows:

Public Utilities Commission of Ohio  
180 East Broad Street  
Columbus, OH 43215-3793  
Phone: (614) 466-3292

The Company will also remit interest for all such credited amounts. Interest will be paid at the rate currently in effect.

**2.5.3 Refusal and Discontinuance of Service**

- A. Upon nonpayment of any amounts owing to the Company, other than charges that are in dispute, 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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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.5 Payment Arrangements (Cont'd.)

2.5.3 Refusal and Discontinuance of Service (cont'd.)

- E. Upon the Company's discontinuance of service to the Customer under Section 2.5.3.A or 2.5.3.B, 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.
- 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 provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of Common Carrier communications services, or its planned use of the Company's service(s); or

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

## 2.5 Payment Arrangements (Cont'd.)

2.5.3 Refusal and Discontinuance of Service (cont'd.)

F. (cont'd)

1. (cont'd)

- (b) 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
- (c) 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, other than charges that are in dispute; or
- (d) 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

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Issued:

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Coral Springs, Florida 33067

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)****2.5 Payment Arrangements (Cont'd.)****2.5.3 Refusal and Discontinuance of Service (cont'd.)****F. (cont'd)**

2. 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
3. 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 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 except for dispute provisions if applicable.

**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 installation charges, and all charges others levy against the company that would have been chargeable to the Customer had service begun. Such charges shall not apply per constructive order as indicated in the tariff.

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

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**SECTION 3 - ORDERING OPTIONS FOR ACCESS SERVICE, (Cont'd.)****3.2 Miscellaneous Charges**

Customer Requested Due Date Change	Note 1
Customer Requested Expedite	Note 1
Cancellation (after 3 business days from order placement)	Note 1
Design Change, DS0/DS1	Note 1
Design Change, DS3 and higher	Note 1
Administrative Processing	Note 1

Note 1 – The Company's switched access rates mirror the current intrastate switched access rates of the underlying Incumbent Local Exchange Company ("ILEC") as set forth in that ILEC's PUCO Switched Access Tariff (AT&T Ohio Tariff No. 20 and Verizon North's Ohio Tariff No. 2).

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**SECTION 5 - SWITCHED ACCESS RATES, (Cont'd.)****5.4 Rates and Charges -****These are rates for both AT&T Ohio and Verizon service territories****5.4.1 Local Transport**

	<u>Non-Recurring</u>	<u>Monthly Recurring</u>
<b>(A) <u>Entrance Facility</u></b>		
(1) Per DSI		Note 1
<b>(B) Direct Transport</b>		
(1) Dedicated Transport		
<b>(A) Termination</b>		
First	Note 1	
Each Add'l	Note 1	
<b>(B) Facility</b>		
Per Mile	Note 1	
Tandem Port	Note 1	
Trunk Port	Note 1	
<b>(C) <u>Common Transport</u></b>		
(1) Trunk Charges		
First	Note 1	
Each Add'l	Note 1	

Note 1 – The Company's switched access rates mirror the current intrastate switched access rates of the underlying Incumbent Local Exchange Company ("ILEC") as set forth in that ILEC's PUCO Switched Access Tariff (AT&T Ohio Tariff No. 20 and Verizon North's Ohio Tariff No. 2).

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## SECTION 6 – SPECIAL ACCESS SERVICES

## 6.1 POINT-TO-POINT DEDICATED ACCESS SERVICE

## Description

The Company's Local Point to Point service is designed for high-bandwidth voice, data, and video applications that demand the full-time availability of a dedicated service. This service uses the Company's local rings to provide point-to-point dedicated connections between locations or local access to an inter-exchange (IXC) point of presence (POP) at bandwidths ranging from to OC-192.

## Service Ordering

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

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

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

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

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