



CROCKER & CROCKER, P.C.

ATTORNEYS AT LAW

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October 13, 2010

Renee Jenkins, Secretary of the Commission
Public Utilities Commission of Ohio
180 East Broad Street
Columbus, OH 43215-3793

RE: Fidelity Connect LLC
Case No. 10-2349-TP-ACE

Dear Ms. Jenkins:

Enclosed herewith for filing with the Commission, please find the above referenced company's Application for a Certificate of Public Convenience and Necessity to Provide Facilities-Based and Resold Local Exchange Services in the AT&T exchange areas and Interexchange Services throughout the State of Ohio.

Should you have any questions concerning this filing please them to the undersigned.

Very truly yours,

CROCKER & CROCKER, P.C.

Patrick D. Crocker

PDC/pas

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

In the Matter of the Application of Fidelity Connect LLC)
to apply for Certificate of Public Convenience and Necessity)
to provide facilities-based and resold Local Exchange and)
Interexchange telecommunication services in Ohio)

TRF Docket No. 90-_____

Case No. 10 - 2349 - **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 CONNECT LLC
DBA(s) of Registrant(s) _____
Address of Registrant(s) 23250 Chagrin Blvd. Suite 250 Beachwood, OH 44122
Company Web Address (under construction)
Regulatory Contact Person(s) Robert Marks Phone (216) 595-9050 Fax (216) 595-0706
Regulatory Contact Person's Email Address Robert@fidelityaccess.com
Contact Person for Annual Report Robert Marks Phone (216) 595-9050
Address (if different from above) _____
Consumer Contact Information Robert Marks Phone (216) 595-9050
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 ☐ Other (explain below)	☐ ILEC	☒ CLEC	☐ CTS	☐ AOS/IOS
Tier 1 Regulatory Treatment				
Change Rates within approved Range	☐ TRF 1-6-04(B) (0 day Notice)	☐ TRF 1-6-04(B) (0 day Notice)		
New Service, expanded local calling area, correction of textual error	☐ ZTA 1-6-04(B) (0 day Notice)	☐ ZTA 1-6-04(B) (0 day Notice)		
Change Terms and Conditions, Introduce non-recurring service charges	☐ ATA 1-6-04(B) (Auto 30 days)	☐ ATA 1-6-04(B) (Auto 30 days)		
Introduce or Increase Late Payment or Returned Check Charge	☐ ATA 1-6-04(B) (Auto 30 days)	☐ ATA 1-6-04(B) (Auto 30 days)		
Business Contract	☐ CTR 1-6-17 (0 day Notice)	☐ CTR 1-6-17 (0 day Notice)		
Withdrawal	☐ ATW 1-6-12(A) (Non-Auto)	☐ ATW 1-6-12(A) (Auto 30 days)		
Raise the Ceiling of a Rate	Not Applicable	☐ SLF 1-6-04(B) (Auto 30 days)		
Tier 2 Regulatory Treatment				
Residential - Introduce non-recurring service charges	☐ TRF 1-6-05(E) (0 day Notice)	☐ TRF 1-6-05(E) (0 day Notice)		
Residential - Introduce New Tariffed Tier 2 Service(s)	☐ TRF 1-6-05(C) (0 day Notice)	☐ TRF 1-6-05(C) (0 day Notice)	☐ TRF 1-6-05(C) (0 day Notice)	
Residential - Change Rates, Terms and Conditions, Promotions, or Withdrawal	☐ TRF 1-6-05(E) (0 day Notice)	☐ TRF 1-6-05(E) (0 day Notice)	☐ TRF 1-6-05(E) (0 day Notice)	
Residential - Tier 2 Service Contracts	☐ CTR 1-6-17 (0 day Notice)	☐ CTR 1-6-17 (0 day Notice)	☐ 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)		☒ ACE 1-6-10 (Auto 30 days)	☐ ACE 1-6-10 (Auto 30 days)	☐ ACE 1-6-10 (Auto 30 days)
Add Exchanges to Certificate	☐ ATA 1-6-09(C) (Auto 30 days)	☐ AAC 1-6-10(F) (0 day Notice)	CLECs must attach a current CLEC Exchange Listing Form	
Abandon all Services - With Customers	☐ ABN 1-6-11(A) (Non-Auto)	☐ ABN 1-6-11(A) (Auto 90 day)	☐ ABN 1-6-11(B) (Auto 14 day)	☐ ABN 1-6-11(B) (Auto 14 day)
Abandon all Services - Without Customers		☐ ABN 1-6-11(A) (Auto 30 days)	☐ ABN 1-6-11(B) (Auto 14 day)	☐ ABN 1-6-11(B) (Auto 14 day)
Change of Official Name (See below)	☐ ACN 1-6-14(B) (Auto 30 days)	☐ ACN 1-6-14(B) (Auto 30 days)	☐ CIO 1-6-14(A) (0 day Notice)	☐ CIO 1-6-14(A) (0 day Notice)
Change in Ownership (See below)	☐ ACO 1-6-14(B) (Auto 30 days)	☐ ACO 1-6-14(B) (Auto 30 days)	☐ CIO 1-6-14(A) (0 day Notice)	☐ CIO 1-6-14(A) (0 day Notice)
Merger (See below)	☐ AMT 1-6-14(B) (Auto 30 days)	☐ AMT 1-6-14(B) (Auto 30 days)	☐ CIO 1-6-14(A) (0 day Notice)	☐ CIO 1-6-14(A) (0 day Notice)
Transfer a Certificate (See below)	☐ ATC 1-6-14(B) (Auto 30 days)	☐ ATC 1-6-14(B) (Auto 30 days)	☐ CIO 1-6-14(A) (0 day Notice)	☐ CIO 1-6-14(A) (0 day Notice)
Transaction for transfer or lease of property, plant or business (See below)	☐ ATR 1-6-14(B) (Auto 30 days)	☐ ATR 1-6-14(B) (Auto 30 days)	☐ CIO 1-6-14(A) (0 day Notice)	☐ CIO 1-6-14(A) (0 day Notice)
Procedural				
Designation of Process Agent(s)	☐ TRF (0 day Notice)	☐ TRF (0 day Notice)	☐ TRF (0 day Notice)	☐ 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	☐ NAG 1-7-07 (Auto 90 day)	☐ NAG 1-7-07 (Auto 90 day)		
Request for Arbitration	☐ ARB 1-7-09 (Non-Auto)	☐ ARB 1-7-09 (Non-Auto)		
Introduce or change c-t-c service tariffs,	☐ ATA 1-7-14 (Auto 30 day)	☐ ATA 1-7-14 (Auto 30 day)		
Introduce or change access service pursuant to 07-464-TP-COI	☐ ATA (Auto 30 day)			
Request rural carrier exemption, rural carrier suspension or modification	☐ UNC 1-7-04 or 1-7-05 (Non-Auto)	☐ UNC 1-7-04 or 1-7-05 (Non-Auto)		
Pole attachment changes in terms and conditions and price changes.	☐ UNC 1-7-23(B) (Non-Auto)	☐ UNC 1-7-05 (Non-Auto)		
CMRS Providers See 4901:1-6-15	☐ RCC [Registration & Change in Operations] (0 day)		☐ 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 Connect 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) 09-28-2010 at (Location) 23250 Chagrin Blvd #250 Beachwood, OH 44122

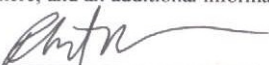
*(Signature and Title) 
Robert Marks, President

(Date) 09-28-2010

- 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, Robert Marks, 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) 
Robert Marks, President

(Date) 09-30-2010

*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 Connect LLC)
to apply for Certificate of Public Convenience and)
Necessity to provide facilities-based and resold Local)
Exchange and Interexchange telecommunication)
services in Ohio)

Case No. 10 - 2349 - **TP** - ACE

Name of Registrant(s) Fidelity Connect 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.

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.

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

- ☒ 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 Connect 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 09-28-2010 at Beachwood, Ohio

 Managing Member & President
(Signature and Title) Robert Marks

09-28-2010
(Date)

EXHIBIT LIST

EXHIBIT A

Exhibit A-1
Exhibit A-2
Exhibit A-3

TARIFFS

Local Exchange Services Tariff
Access Tariff
Detariffed Services Price List

EXHIBIT B

Exhibit B-1
Exhibit B-2
Exhibit B-3
Exhibit B-4
Exhibit B-5
Exhibit B-6

DESCRIPTION OF SERVICES

How Service Provisioned
Description of Proposed Services
Statement about Provision of CTS Services
Description of Proposed Market Area
Explanation of How Proposed Market Area is in Public Interest
Description of Class of Customers Served

EXHIBIT C

Exhibit C-1
Exhibit C-2

BUSINESS REQUIREMENTS

Registration with Ohio Department of Taxation
Certification Ohio Secretary of State and Good Standing Certificate

EXHIBIT D

Exhibit D-1
Exhibit D-2
Exhibit D-3

DOCUMENTATION ATTESTING TO FINANCIAL VIABILITY

Executive Summary of Financial Condition, Liquidity, and Capital Resources
Financial Statements
Documentation to support cash and funding sources.

EXHIBIT E

Exhibit E-1
Exhibit E-2
Exhibit E-3
Exhibit E-4
Exhibit E-5
Exhibit E-6

MANAGERIAL ABILITY AND CORPORATE STRUCTURE

Technical and Managerial Expertise
Officers and Directors
Corporate Structure and Ownership
Similar Operations in Other States
Verification Records Maintained in Accordance with GAAP
Compliance with Affiliate Transaction Requirements

EXHIBIT F

Exhibit F-1
Exhibit F-2
Exhibit F-3

DOCUMENTATION ATTESTING TO PROPOSED INTERACTIONS WITH CARRIERS

Rate Derivation
Explanation Service Areas Approved Interconnection or Resale Agreement
Notarized Affidavit accompanied by bona fide letters requesting negotiation, proposed timeline for construction, interconnection, and offering of service to end users.

EXHIBIT G

Exhibit G-1
Exhibit G-2
Exhibit G-3
Exhibit G-4
Exhibit G-5
Exhibit G-6

DOCUMENTATION ATTESTING TO PROPOSED INTERACTIONS WITH CUSTOMERS

Explanation of Required Payment in Advance of Receiving Dial Tone
Tariff Sheets for Services and Charges to be Paid Prior to Receiving Dial Tone
Sample Bill and Disconnection Notice
Customer Application to Establish Residential Service
List of Ohio ILEC Exchanges
Mirroring Statement

EXHIBIT A

Tariffs

EXHIBIT A-1

**Local Exchange Services Tariff
P.U.C.O. Tariff No. 1**

LOCAL EXCHANGE AND INTEREXCHANGE SERVICES

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES

APPLYING TO LOCAL EXCHANGE AND INTEREXCHANGE

SERVICE FURNISHED BY

FIDELITY CONNECT LLC

THROUGHOUT THE STATE OF OHIO

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

The Company is subject to and will follow the Commission's rules for Minimum Telephone Service Standards (MTSS) found in Chapter 4901:1-5 of the Ohio Administrative Code.

The Company provides certain Detariffed/Nonregulated services which are found in the Company's Pricing Guide, available by contacting the Company at 23250 Chagrin Blvd, Suite 250 Beachwood, OH 44122 or at (216) 595-9050.

Issued: October 14, 2010

Effective: November 13, 2010

Issued under authority of the Public Utilities Commission of Ohio,
in Case No. 10-2349-TP-ACE

Issued by: Robert Marks, President
Fidelity Connect LLC
23250 Chagrin Blvd. Suite 250
Beachwood, OH 44122

LOCAL EXCHANGE AND INTEREXCHANGE 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>Date</u>	<u>Page</u>	<u>Revision</u>	<u>Date</u>
1	Original		33	Original	
2	Original		34	Original	
3	Original		35	Original	
4	Original				
5	Original				
6	Original				
7	Original				
8	Original				
9	Original				
10	Original				
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23	Original				
24	Original				
25	Original				
26	Original				
27	Original				
28	Original				
29	Original				
30	Original				
31	Original				
32	Original				

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LOCAL EXCHANGE AND INTEREXCHANGE SERVICES

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LOCAL EXCHANGE AND INTEREXCHANGE 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: October 14, 2010

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in Case No. 10-2349-TP-ACE

Issued by: Robert Marks, President
Fidelity Connect LLC
23250 Chagrin Blvd. Suite 250
Beachwood, OH 44122

LOCAL EXCHANGE AND INTEREXCHANGE 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 CONNECT LLC to Customers within the local exchange service area defined herein. This tariff is effective only where an approved resale / interconnection agreement exists with the incumbent LEC currently serving such area.

FIDELITY CONNECT LLC is subject to the commission's rules for minimum telephone service standards (MTSS) found in Chapter 4901:1-5 of the Administrative Code. Customers have certain rights and responsibilities under the MTSS and these safeguards can be found in the appendix to rule 4901:1-5-03 of the Administrative Code. These rights and responsibilities include complaint handling, ordering or changing service, service repair, payment of bills, and disconnection and reconnection of service.

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LOCAL EXCHANGE SERVICES AND INTEREXCHANGE SERVICES

SECTION 1 – DEFINITIONS

Certain terms used generally throughout this tariff are defined below.

Account Codes: Allows a User to allocate local calls to a digital, nonverified 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 dialing a different access code followed by the extension number can retrieve any call.

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.

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in Case No. 10-2349-TP-ACE

Issued by: Robert Marks, President
Fidelity Connect LLC
23250 Chagrin Blvd. Suite 250
Beachwood, OH 44122

LOCAL EXCHANGE SERVICES AND INTEREXCHANGE SERVICES

SECTION 1 – DEFINITIONS

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 CONNECT 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, bypassing 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.

Issued: October 14, 2010

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in Case No. 10-2349-TP-ACE

Issued by: Robert Marks, President
Fidelity Connect LLC
23250 Chagrin Blvd. Suite 250
Beachwood, OH 44122

LOCAL EXCHANGE SERVICES AND INTEREXCHANGE SERVICES

SECTION 1 – DEFINITIONS

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.

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 dial tone).

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.

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.

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in Case No. 10-2349-TP-ACE

Issued by: Robert Marks, President
Fidelity Connect LLC
23250 Chagrin Blvd. Suite 250
Beachwood, OH 44122

LOCAL EXCHANGE SERVICES AND INTEREXCHANGE SERVICES

SECTION 1 – DEFINITIONS

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.

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 the Customer prior to initiating service execute Service Orders.

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.

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LOCAL EXCHANGE SERVICES AND INTEREXCHANGE SERVICES

SECTION 1 – DEFINITIONS

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 AND INTEREXCHANGE SERVICES

SECTION 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.

LOCAL EXCHANGE SERVICES AND INTEREXCHANGE SERVICES

SECTION 2 – REGULATIONS**2.1.3 Terms and Conditions (continued)**

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.

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 This tariff shall be interpreted and governed by the laws of the State of Ohio without regard of the State's choice of laws provision.

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.

LOCAL EXCHANGE SERVICES AND INTEREXCHANGE SERVICES

SECTION 2 – REGULATIONS**2.1.3 Terms and Conditions (continued)**

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.

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 Section 4901:1-5 of the Ohio Administrative Code.

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.

LOCAL EXCHANGE SERVICES AND INTEREXCHANGE SERVICES

SECTION 2 – REGULATIONS

- 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: 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. Credits for interruptions will be given in accordance with the Minimum Telephone Service Standards as codified in § 4901:1-5 of the Ohio Administrative Code. The Company may apply for an act of God waiver in accordance with Rule 4901:1-5 of the Ohio Administrative Code.
- 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.

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LOCAL EXCHANGE SERVICES AND INTEREXCHANGE SERVICES

SECTION 2 – REGULATIONS

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.

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 Provision of Equipment and Facilities

2.1.6.1 The Company shall install new service in accordance with Ohio Administrative Code, Rule 4901:1-5.

2.1.6.2 Repair appointments and commitments shall comply with Ohio Administrative Code, Rule 4901:1-5.

LOCAL EXCHANGE SERVICES AND INTEREXCHANGE SERVICES

SECTION 2 – REGULATIONS

2.1.6.3 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.

2.1.6.4 Equipment installed 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.

2.1.6.5 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 AND INTEREXCHANGE SERVICES

SECTION 2 – REGULATIONS**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 Obligations of the Customer**2.3.1 General**

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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- (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 AND INTEREXCHANGE SERVICES

SECTION 2 – REGULATIONS**2.3.1 General (continued)**

- (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 AND INTEREXCHANGE SERVICES

SECTION 2 – REGULATIONS**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.

LOCAL EXCHANGE SERVICES AND INTEREXCHANGE SERVICES

SECTION 2 – REGULATIONS**2.4.3 Interconnection of Facilities (continued)**

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.

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

2.5.2.1 All service, installation, monthly Recurring Charges and Nonrecurring 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.

LOCAL EXCHANGE SERVICES AND INTEREXCHANGE SERVICES

SECTION 2 – REGULATIONS**2.5.2 Billing and Collection of Charges (continued)**

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.

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 Checks with insufficient funds or non-existing accounts will be assessed a fee of \$30.00 up to a maximum rate of \$40.00, except as may be waived under appropriate circumstances.

2.5.2.5 If any portion of the payment is not received within thirty (30) days after the billing date, is subject to a late payment charge of 1.5%. The late payment charge will not be applied to previous late payment charges that have been assessed but not paid for, but will apply to the accumulated services for which the Customer is in arrears. Late payment charges will be applied without discrimination.

2.5.3 Disputed Bills

2.5.3.1 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.

2.5.4 Customer Complaints and/or Billing Disputes

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

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

Telephone: (216) 595-9050
Facsimile: (216) 595-0706

LOCAL EXCHANGE SERVICES AND INTEREXCHANGE SERVICES

SECTION 2 – REGULATIONS

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:

You may contact the PUCO at 1-800-686-7826 (toll free) or TTY at 1-800-686-1570 (toll free) from 8:00 am to 5:00 pm weekdays or at www.PUCO.ohio.gov.

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

2.5.5 Deposits

2.5.5.1 Applicants for service or existing Customer's whose financial condition is not acceptable to the Company, or is not a matter of general knowledge, may be required at any time to provide the Company a security deposit. All deposits will be handled in accordance with the provisions of the Rule 4901:1-17 of the Ohio Administrative Code and Rule 4901:1-5 of the PUCO's Minimum Telephone Service Standards. The deposit requested will be in cash or the equivalent of cash, and will be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to:

- (a) two month's 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 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.

LOCAL EXCHANGE SERVICES AND INTEREXCHANGE SERVICES

SECTION 2 – REGULATIONS**2.5.5 Deposits (continued)**

2.5.5.3 Deposits held will accrue interest at a rate specified by the PUCO in Rule 4901:1-17 of the Ohio Administrative Code and will be refunded to the Customer after twelve consecutive months of payment.

2.5.5.4 Credit may be established by any means found in 4901:1-17 of the Ohio Administrative Code

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 of the Ohio Administrative Code.

2.5.6.2 Disconnection for nonpayment of local service will be in accordance with Rule 4901:1-5 of the Ohio Administrative Code.

2.5.6.3 Disconnection for Nonpayment of Toll Service will be in accordance with Rule 4901:1-5 of the Ohio Administrative Code.

2.5.6.4 Disconnection for Reasons other than Nonpayment with notice will be in accordance with Rules 4901:1-5 of the Ohio Administrative Code.

2.5.6.5 Disconnection for Reasons other than Nonpayment without notice will be in accordance with Rule 4901:1-5 of the Ohio Administrative Code.

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.

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;

LOCAL EXCHANGE SERVICES AND INTEREXCHANGE SERVICES

SECTION 2 – REGULATIONS

- (b) interruptions due to the failure or malfunction of subscriber owned telephone equipment;
- (c) interruptions of service as a result of acts of God in accordance with MTSS 4901:1-5, 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

Inclusion of early termination liability by the company in its tariff or contract does not constitute a determination by the Public Utilities Commission of Ohio (PUCO) that the termination liability imposed by the company is approved or sanctioned by the PUCO. Customers shall be free to pursue whatever legal remedies they may have, should a dispute arise. If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in 2.6.1 above), 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 Nonrecurring Charges reasonably expended by Company to establish service to Customer, plus
- (2) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus

LOCAL EXCHANGE SERVICES AND INTEREXCHANGE SERVICES

SECTION 2 – REGULATIONS**2.7.1 Cancellation of Service by the Customer (continued)**

- (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 an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 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.

LOCAL EXCHANGE SERVICES AND INTEREXCHANGE SERVICES

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- 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.

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Issued by: Robert Marks, President
Fidelity Connect LLC
23250 Chagrin Blvd. Suite 250
Beachwood, OH 44122

LOCAL EXCHANGE SERVICES AND INTEREXCHANGE SERVICES

SECTION 3 – SERVICE DESCRIPTIONS AND RATES**3.1 Local Service Areas**

The Company will provide local exchange service throughout the AT&T Ohio access areas.

3.2 Local Exchange Service

Installation, monthly recurring charges will apply to the Company's local exchange services.

3.2.1 The Company's Local Telephone Service provides a Customer with the ability to:

- place or receive calls to any calling Station in the local calling area, as defined herein;
- access basic 911 Emergency Service; and
- place or receive calls to 800/888/887 telephone numbers.

3.2.2 Local Line provided the Customer with a single, voice-grade communications channel. Each Local Line will include a telephone number.

3.2.3 Optional Features: A Customer may order optional features at the rates specified in this tariff.

3.2.4 Local Line Rates and Charges: A Local Line Customer will be charged applicable Non-Recurring Charges, monthly Recurring Charges and usage charges as specified herein.

3.3 Service Charges and Surcharges**3.3.1. Reserved for Future Use**

LOCAL EXCHANGE SERVICES AND INTEREXCHANGE SERVICES

SECTION 3 – SERVICE DESCRIPTIONS AND RATES**3.3.2 Restoral Charge**

A restoral charge applies each time a service is reconnected after suspension or termination for nonpayment but before cancellation of the service.

	<u>MAXIMUM</u>	<u>CURRENT</u>
Business	\$300.00	\$100.00

3.3.3 Moves, Adds, and Changes

The Company alone may make changes in the location of its lines and equipment. When it is found that a move or change of such lines or equipment has been made by others, the Connection Charge for the underlying service will apply as if the work had been done by the Company.

The customer will be assessed a charge for any move, add or change of a Company service and is charged in addition to any other monthly or installation charge which is associated with the service the customer orders. Move, Add and Change are defined as follows:

Move: The disconnection of existing equipment at one location and reconnection of the same equipment at a new location in the same building or in a different building on the same premises.

Add: The addition of a vertical service to existing equipment and/or service at one location.

Change: Change - including rearrangement or reclassification - of existing service at the same location.

	<u>MAXIMUM</u>		
	<u>Move</u>	<u>Add</u>	<u>Change</u>
Business Charge per Order	\$200.00	\$200.00	\$200.00
Line Connection (per line)	\$300.00	\$300.00	\$300.00
Record Work Only (This charge is applicable for changes that do not involve central office or premise work.)			\$200.00

	<u>CURRENT</u>		
	<u>Move</u>	<u>Add</u>	<u>Change</u>
Business Charge per Order	\$50.00	\$50.00	\$50.00
Line Connection (per line)	\$100.00	\$100.00	\$100.00
Record Work Only (This charge is applicable for changes that do not involve central office or premise work.)			\$50.00

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LOCAL EXCHANGE SERVICES AND INTEREXCHANGE SERVICES

SECTION 3 – SERVICE DESCRIPTIONS AND RATES**3.3.4 Charges Associated With Premises Visit****Trouble Isolation Charge**

When a visit to the customer's premises is necessary to isolate a problem reported to the Company but identified by the Company's technician as attributable to customer-provided equipment or inside wire, a separate charge applies in addition to all other charges for the visit.

	<u>MAXIMUM</u>	<u>CURRENT</u>
Per Premises Visit, Business:	\$300.00	\$100.00

3.3.5 Primary Interexchange Carrier Change Charge

Customers may be presubscribed to the carrier of their choice for both interLATA and intraLATA service. The customer will incur a charge each time there is a change in the long distance carrier associated with the customer's intraLATA or interLATA service after the initial installation of service. If a subscriber changes both the InterLata and IntraLata presubscribed interexchange carrier at the same time, 50% of the otherwise applicable IntraLata presubscription change charge will apply.

	<u>MAXIMUM</u>	<u>CURRENT</u>
Manual Process	\$5.50	\$5.50
Electronic Process	\$1.25	\$1.25

3.4 Custom Calling Service**3.4.1 General**

The features in this section are made available on an individual basis or as part of multiple feature packages. All features are provided subject to availability; features may not be available with all classes of service. Transmission levels may not be sufficient in all cases.

3.4.2 Feature Descriptions and Rates

Rates in this section are applied on a monthly basis unless otherwise specified:

	<u>MAXIMUM</u>	<u>CURRENT</u>
CALLER ID	\$12.00	\$3.00
This Central Office feature provides for the display of the incoming telephone number on a customer provided display device attached to the customer's telephone or answering machine with a built-in display screen. The Caller ID feature will forward the calling number from the appropriately equipped terminating central office to the customer provided display device. The Company will forward all telephone numbers subject to technical limitations.		

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LOCAL EXCHANGE SERVICES AND INTEREXCHANGE SERVICES

SECTION 3 – SERVICE DESCRIPTIONS AND RATES**3.5 BUSINESS NETWORKED SWITCHED SERVICES****3.5.1 General**

Business Network Switched Service provide a business customer with a connection to the Company's switching network which enables the customer to:

- A. receive calls from other stations on the public switched telephone network;
- B. access the Company's local calling service;
- C. access the Company's operators and business office for service related assistance; access toll-free telecommunications service such as 800 NPA; and access 911 service for emergency calling; and
- D. access the service of providers of interexchange service. A customer may presubscribe to such provider's service to originate calls on a direct dialed basis or to receive 800 service from such provider, or may access a provider on an ad hoc basis by dialing the provider's Carrier Identification Code (10XXX).

Business Network Switched Service is provided via one or more channels terminated at the customer's premises. Each Business Network Switched Service channel corresponds to one or more analog, voice-grade telephonic communications channels that can be used to place or receive one call at a time.

LOCAL EXCHANGE SERVICES AND INTEREXCHANGE SERVICES

SECTION 3 – SERVICE DESCRIPTIONS AND RATES**3.5.2 Service Descriptions and Rates**

The following Business Access Service Options are offered:

Basic Business Line Service

All Business Network Switched Service may be connected to customer-provided terminal equipment such as station sets, key systems, or facsimile machines. Service may be arranged for two-way calling, inward calling only or outward calling only.

A. Service Establishment Charge

This charge applies when the Company initially establishes the Customer's account for any service provided by the Company. This charge is applied in addition to any other monthly or connection charge that is associated with the service the Customer orders.

Tier 1

	<u>MAXIMUM</u>	<u>CURRENT</u>
-Per Order	\$200.00	\$50.00
-Per Visit (1 hour)	\$300.00	\$100.00
-After Hours (1 hour)	\$400.00	\$200.00
Line Connection	\$300.00	\$100.00
Service Order	\$200.00	\$50.00

Custom Features are also available as described in the service catalog.

LOCAL EXCHANGE SERVICES AND INTEREXCHANGE SERVICES

SECTION 3 – SERVICE DESCRIPTIONS AND RATES**B. Basic Business Line Service****1. General**

Basic Business Line Service provides a customer with a one or more analog, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Local calling service is available at a flat rate included in the line price, or on a message usage basis. Basic Business Lines are provided for connection of customer-provided single-line terminal equipment such as station sets or facsimile machines.

Each Basic Business Line has the following characteristics:

Terminal Interface:	2-wire
Signaling Type:	Loop Start
Pulse Type:	Dual Tone Multi-Frequency (DTMF)
Directionality:	Two-way, In-Only, or Out-Only, as specified by the customer.

2. Flat Rate Basic Business Line Service

Service to points within the local calling area is included in the charge for Flat Rate Service.

In addition to the recurring charges listed below, service order charges apply as described in this tariff.

<u>Tier 1</u>	<u>MAXIMUM</u>	<u>CURRENT</u>
Monthly Recurring Charges:		
Business Single Line	\$150.00	\$48.00

LOCAL EXCHANGE SERVICES AND INTEREXCHANGE SERVICES

SECTION 4 – 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 nonrecurring 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. 06-1344-TP-COI.

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LOCAL EXCHANGE SERVICES AND INTEREXCHANGE SERVICES

SECTION 4 – PROMOTIONAL OFFERINGS

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

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EXHIBIT A-2

**Carrier-to-Carrier (Access) Tariff
P.U.C.O. Tariff No. 2**

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES

APPLYING TO CARRIER-TO-CARRIER SERVICES

FURNISHED BY

FIDELITY CONNECT LLC

THROUGHOUT THE STATE OF OHIO

This tariff contains the descriptions, regulations, and rates applicable to the provision of access services provided by Fidelity Connect LLC ("Company" or "the Company"), for services furnished within the State of Ohio.

This tariff is on file with the Public Utilities Commission of Ohio, and 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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CHECK SHEET

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

PAGE	REVISION	PAGE	REVISION	PAGE	REVISION
1	Original	26	Original	51	Original
2	Original	27	Original	52	Original
3	Original	28	Original	53	Original
4	Original	29	Original	54	Original
5	Original	30	Original	55	Original
6	Original	31	Original	56	Original
7	Original	32	Original	57	Original
8	Original	33	Original	58	Original
9	Original	34	Original	59	Original
10	Original	35	Original	60	Original
11	Original	36	Original	61	Original
12	Original	37	Original	62	Original
13	Original	38	Original	63	Original
14	Original	39	Original	64	Original
15	Original	40	Original	65	Original
16	Original	41	Original		
17	Original	42	Original		
18	Original	43	Original		
19	Original	44	Original		
20	Original	45	Original		
21	Original	46	Original		
22	Original	47	Original		
23	Original	48	Original		
24	Original	40	Original		
25	Original	50	Original		

* - indicates those pages included with this filing

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EXPLANATION OF SYMBOLS

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

- (C) - To signify changed regulation.
- (D) - To signify discontinued rate or regulation.
- (I) - To signify increased rate.
- (M) - To signify a move in the location of text.
- (N) - To signify new rate or regulation.
- (R) - To signify reduced rate.
- (S) - To signify reissued matter.
- (T) - To signify a change in text but no change in rate or regulation.

TARIFF FORMAT

- A. Page Numbering - Page numbers appear in the upper right corner of the page. Each page is numbered sequentially. However, a new page is occasionally added to the Tariff. When a new page is added between those already in effect, a decimal is added. For example, a new page added between page 15 and page 16 would be page 15.1.
- B. Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Public Utilities Commission. For example, the 4th Revised Page 15 cancels the 3rd Revised Page 15.
- C. Paragraph Numbering Sequence - Each level of paragraph numbering herein is subservient to its next higher level as shown:

2
2.1
2.1.1
2.1.1.A
2.1.1.A.(1)
2.1.1.A.(1)(a)

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS

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

Access Line - An arrangement that connects the Customer's local exchange line to a Company designated Switching Center or Point of Presence.

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

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

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

Account – Either a Customer's physical location or individual Service represented by a unique account number within the billing system. Multiple services each with a unique account number may be part of one physical location.

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

Application for Service – The Company's order process that includes technical, billing and other descriptive information provided by Customer that allows the Company to provide requested communications Services for Customer and Customer's Authorized Users. Upon acceptance by the Company, the Application for Service becomes a binding contract between Customer and the Company for the provision and acceptance of Service.

Authorized User – A person, firm, corporation, or other entity that is authorized by Customer to be connected to the Service of Customer.

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

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS, (CONT'D.)

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

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

Business Hours – The phrase “Business Hours” generally means the time beginning at 8:00 a.m. and ending at 5:00 p.m. local time at the place of Company operation, Monday through Friday excluding holidays.

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

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

Channel - A communications path between two or more points.

CIC - An interexchange carrier identification code.

CMRS - Commercial Mobile Radio Services

Commission - Refers to the Public Utilities Commission of Ohio.

Company or Carrier - Used throughout this tariff to indicate Fidelity Connect LLC.

Competitive Local Exchange Carrier - (“CLEC”) or Alternative Local Exchange Carrier (“ALEC”) – means any entity or person providing local exchange services in competition with an ILEC or LEC.

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

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS, (CONT'D.)

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

Customer - Any person, firm, partnership, corporation or other entity that uses service under the terms and conditions of this tariff and is responsible for the payment of charges. In most contexts, the Customer is an interexchange carrier utilizing the Company's Switched Access services described in this tariff to reach its End User customer(s).

Customer Premises - The premises specified by the Customer for termination of access services. Typically an interexchange carrier's Point of Presence.

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

Delinquent or Delinquency – An account for which payment has not been made in full on or before the last day for timely payment.

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

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

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

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS, (CONT'D.)

End User - Any person, firm, partnership, corporation or other entity that uses the service of the Company under the terms and conditions of this tariff. In most contexts, the End User is the customer of an interexchange carrier who in turn utilizes the Company's Switched or Dedicated Access services described in this tariff to provide the End User with access to the IC's communication and switching systems.

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

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

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

Exchange Message Interface ("EMI") – The industry standard format used for exchange of telecommunications message information among carriers.

Facility (or Facilities) – Any item or items of communications plant or equipment used to provide or connect to the Company Services.

FCC – Federal Communications Commission.

Gbps - Gigabits per second; billions of bits per second.

Holiday – The term "holiday" means 8:00 a.m. to, but not including 11:00 p.m. local time at the originating city on all Company-specific holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. When holidays fall on Saturdays or Sundays, the holiday rate applies unless a larger discount would normally apply.

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS, (CONT'D.)

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

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

InterMTA Traffic -- InterMTA traffic refers to wireless-to-wire line traffic that originates and terminates in two different MTAs.

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

IntraMTA Traffic -- IntraMTA traffic refers wireless-to-wire line traffic that originates and terminates within the same MTA.

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

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

Kbps - Kilobits per second; 1000s of bits per second.

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

Local Access Facility – The channel provided by the LEC (or other local service provided) to connect the Point-of-Presence to a Customer location.

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS, (CONT'D.)

Local Exchange Company (LEC) – A company that furnishes local exchange telephone services.

Mbps - Megabits per second; millions of bits per second.

Message - See Call.

MTA -- Major Trading Area as defined in 47 C.F.R. paragraph 24-102 of the FCC Rules and Regulations.

N/A - Not Applicable.

Night/Weekend – The words “night/weekend” mean 11:00 p.m. to, but not including, 8:00 a.m. local time in the originating city, all day on Saturday, and all day Sunday except from 5:00 p.m. to, but not including, 11:00 p.m.

Non-business Hours – The phrase “non-business hours” means the time period after 5:00 p.m. and before 8:00 a.m., Monday through Friday, all day Saturday, Sunday, and on holidays.

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

NPA - Numbering Plan Area or area code.

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

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

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

Other Common Carrier – The term “other common carrier” denotes a specialized or other type of common carrier authorized by the Federal Communications Commission to provide domestic or international communications service.

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

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS, (CONT'D.)

PIC - Primary Interexchange Carrier.

Point of Presence or POP - The physical location associated with an interexchange carrier's communication and switching systems.

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

Premises - A building, portion of a building in a multi-tenant building, or buildings on continuous property not separated by a highway. May also denote a Customer-owned enclosure or utility vault located above or below ground on private property or on Customer acquired right-of-way.

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

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

Query - The inquiry to a Company database to obtain information, processing instructions or service data.

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

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

Services – The Company's common carrier communications services provided under this Tariff.

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS, (CONT'D.)

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 in the service order or this tariff, in which case the service commencement date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute service commencement date.

Service Order - A written request for network services executed by the Customer and the Company. The signing of a Service Order by the Customer and acceptance by the Company begins the respective obligations of the parties in that order for services offered under this tariff.

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

Special Access - See Dedicated Access.

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

Switch – The term “switch” denotes an electronic device that is used to provide circuit sharing, routine, and control.

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

Tandem Switch - See Access Tandem.

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

SECTION 1 - DEFINITIONS AND ABBREVIATIONS, (CONT'D.)

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

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

Timely Payment – A payment on a Customer's account made on or before the due date.

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

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

Underlying Carrier – A provider of interstate telecommunications services from whom the Company acquires facilities or services that it utilizes to provide the Company services to Customers.

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

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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

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

2.2 Use of the Company's Service

- 2.2.1 Services provided under this tariff may be used by the Customer for any lawful telecommunications purpose for which the service is technically suited.
- 2.2.2 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.3 Any service provided under this tariff may be resold to or shared (jointly used) with other persons at the Customer's option. The Customer remains solely responsible for all use of service ordered by it or billed to its account(s) pursuant to this tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The Customer may advise its customers that a portion of its service is provided by the Company, but the Customer shall not represent that the Company jointly participates with the Customer in the provision of the service. The Company may require applicants for service who intend to use the Company's offerings for resale, shared and/or joint use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and the Commission's regulations, policies, orders, and decisions.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.3 Limitations**

- 2.3.1 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.3.2 The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and equipment and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers, from time to time, to furnish service as required at the sole discretion of the Company.
- 2.3.3 The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- 2.3.4 The Company may block any signals being transmitted over its network by Customers that cause interference to the Company or other users. Customer shall not be relieved of all obligations to make payments for charges relating to any blocked service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.
- 2.3.5 The Company reserves the right to discontinue service when the Customer is using the service in violation of the provisions of this tariff, or in violation of the law.
- 2.3.6 The Company reserves the right to discontinue service, limit service, or to impose requirements as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material affect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgment.
- 2.3.7 No Company services specified herein shall be provided until after the Company has completed, to its satisfaction, testing of such services and of Company systems, processes and procedures.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.4 Assignment and Transfer**

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

2.5 Application or Service

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

2.6 Ownership of Facilities

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

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.7 Liability of the Company**

- 2.7.1 The liability of the Company for damages of any nature arising from errors, mistakes, omissions, interruptions, or delays of the Company, its agents, servants, or employees, in the course of establishing, furnishing, rearranging, moving, terminating, changing or removing the service or facilities or equipment shall not exceed an amount equal to the charges applicable under this tariff (calculated on a proportionate basis where appropriate) to the period during which such error, mistake, omission, interruption or delay occurs.
- 2.7.2 In no event shall the Company be liable for any incidental, indirect, special, or consequential damages (including, without limitation, lost revenue or profits) of any kind whatsoever regardless of the cause or foreseeability thereof.
- 2.7.3 When the services or facilities of other common carriers are used separately or in conjunction with the Company's facilities or equipment in establishing connection to points not reached by the Company's facilities or equipment, the Company shall not be liable for any act or omission of such other common carriers or their agents, servants or employees.
- 2.7.4 The Company shall not be liable for any failure of performance hereunder if such failure is due to any cause or causes beyond the reasonable control of the Company. Such causes shall include, without limitation, fire, explosion, vandalism, cable cut, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States government or of any other government or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, or preemption of existing service to restore service in compliance with FCC, or other relevant Commission, rules and regulations.
- 2.7.5 The Company shall not be liable for interruptions, delays, errors, or defects in transmission, or for any injury whatsoever, caused by the Customer, or the Customer's agents, End Users, or by facilities or equipment provided by the Customer.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.7 Liability of the Company, (Cont'd.)**

- 2.7.6 No liability shall attach to the Company by reason of any defacement or damage to the Customer's premises resulting from the existence of the Company's equipment or facilities on such premises, or by the installation or removal thereof, when such defacement or damage is not the result of the gross negligence or intentional misconduct of the Company or its employees.
- 2.7.7 The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.
- 2.7.8 The Company makes no warranties or representations, express or implied, either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.
- 2.7.9 Failure by the Company to assert its rights under a provision of this tariff does not preclude the Company from asserting its rights under other provisions.

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.

Inclusion of early termination liability by the company in its tariff or a contract does not constitute a determination by the Commission that the termination liability imposed by the company is approved or sanctioned by the Commission. Customers shall be free to pursue whatever legal remedies they may have should a dispute arise.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.8 Liability of the Customer**

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

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.9 Obligations of the Customer**

2.9.1 The Customer is responsible for making proper application for service; for placing any necessary orders; for complying with tariff regulations; and for payment of charges for services provided. Specific Customer responsibilities include, but are not limited to the following:

- A. reimbursing the Company for damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the non-compliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer premises, unless caused by the gross negligence or intentional misconduct of the employees or agents of the Company;
- B. providing at no charge, as specified from time to time by the Company, any needed equipment, secured space, power, supporting structures, and conduit to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- C. obtaining, maintaining and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of cable and associated equipment used to provide communications services to the Customer from the cable building entrance or property line to the location of the equipment space described in Section 2.9.1.B. Any and all costs associated with the obtaining and maintaining the rights-of-way described herein, including 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;

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.9 Obligations of the Customer, (Cont'd.)****2.9.1 (Cont'd.)**

- D. 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;
- E. complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer Premises or the rights-of-way for which Customer is responsible under Section 2.9.1.C.; and granting or obtaining permission for Company agents or employees to enter the 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;
- F. not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities;
- G. making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer, such agreement not to be reasonably withheld or denied. No allowance will be made for the period during which service is interrupted for such purposes;
- H. taking all steps necessary to cancel or otherwise discontinue any service(s) to be replaced by any of the Company's service(s) as described herein; and

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.9 Obligations of the Customer, (Cont'd.)****2.9.1 (Cont'd.)**

- I. ensuring that any Customer provided equipment and/or systems are properly interfaced with Company facilities or services, that the signals emitted into Company's network are of the proper mode, bandwidth, power, and signal level for the intended use of the Customer and in compliance with the criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade service to other Customers.

2.9.2 With regard to access services provided by the Company, specific Customer responsibilities include, but are not limited to the following:**A. Design of Customer Services**

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

B. Network Contingency Coordination

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

C. Jurisdictional Reports**(1) Report Requirements for Access Services**

All charges (i.e. monthly rates, usage rates, and nonrecurring charges) are prorated between interstate and intrastate based on industry practices as set forth in this section.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.9 Obligations of the Customer, (Cont'd.)****2.9.2 (Cont'd.)****(2) Procedure for Determining Call Jurisdiction**

For traffic originated by the Customer and terminated by the Company, the Company shall compare the terminating NPA-NXX of the called the Company local service customer to the Local Routing Number ("LRN") field of the EMI access records, where such LRN field is properly populated. Where such LRN field is not properly populated, and for all other traffic, the Company shall compare its local service customer's NPA-NXX to the originating Automatic Number Identification ("ANI") or to the calling NPANXX, except that the Company shall use the Percent Interstate Use ("PIU") when the originating ANI is not available or when the jurisdiction of the call cannot otherwise be determined.

D. Jurisdictional Definitions

Interstate – A call is an interstate communication if the NPA-NXX of the Company local service customer placing or receiving the call is not within the same state as the called or calling party respectively.

Intrastate – A call is an intrastate communication if the NPA-NXX of the Company local service customer placing or receiving the call is within the same state as the called or calling party respectively.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.9 Obligations of the Customer, (Cont'd.)****2.9.2 (Cont'd.)****E. Jurisdictional Percentages and Determination of Access Charges**

Switched access charges shall be prorated based on the call jurisdiction determined through the procedure set forth in 2.9.2.C.(2), above. When a PIU must be used, it shall be expressed as a whole number between 0 and 100. The sum of the PIU and the intrastate jurisdictional percentage (IJP) must equal 100%. The IJP is determined by subtracting the PIU from 100. When a PIU must be used, the PIU factor and IJP factor serve as the basis for development of interstate and intrastate charges to the Customer pursuant to the procedure identified in 2.9.2.C.(2), above. When a PIU must be used, the quantity of service is multiplied by the PIU and IJP factors and by the applicable tariff rate to develop the charge.

Separate PIU factors, when PIU factors are applicable pursuant to 2.9.2.C.(2) above, are required for originating or terminating usage.

F. Intrastate IJP**(1) Company-Developed IJP**

Where the Company can, pursuant to 2.9.2.C.(2), above, adequately determine the jurisdiction of an originating or terminating call from the call detail, the Company will bill according to the jurisdiction of the call as determined from that call detail.

(2) Customer-Provided IJP

Where the Company does not possess the capability to adequately determine the jurisdiction of a switched access service, the Company will determine the IJP for the service by subtracting the customer-provided PIU from 100.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.9 Obligations of the Customer, (Cont'd.)****2.9.2 (Cont'd.)****G. Quarterly Update Requirements**

The customer is required to provide updates to the PIU reports. Upon receipt by the Company, the revised report will serve as the basis for future billing pursuant to 2.9.2.C.(2), above, and will be effective on the next bill date for that service. No prorating or back billing will be done based on the report. The revised report will be used by the Company to apportion usage rates pursuant to 2.9.2.C.(2), above.

- (1) Effective on the first of January, April, July, and October of each year, the customer will update the PIU reports. The customer will forward to the Company, to be received no later than fifteen (15) business 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. The revised report will serve as the basis for the next three months billing pursuant to 2.9.2.C.(2), above.
- (2) When the customer does not provide a quarterly update report, the Company will assume the percentages to be the same as those provided in the last quarterly update report received by the Company.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.9 Obligations of the Customer, (Cont'd.)****2.9.2 (Cont'd.)****H. Audit of Jurisdictional Accuracy**

- (1) If the Company disputes the reasonableness of the PIU provided by the customer as set forth in 2.9.2.G., preceding, or the reported PIU varies by more than five percentage points over the preceding PIU, the Company may ask the customer to provide the data used by the customer to determine the projected interstate percentage. The customer shall retain, for a minimum of one year, accurate call detail records from which the percentage of interstate and intrastate use can be derived, and shall make such records available for inspection as reasonably necessary for PIU verification. Such records shall be made available for inspection and audit within fifteen (15) days of the Company's request for verification.

The Company shall limit audits to no more than one per year, except where additional audits may be required to verify allocation changes that represent a five percent shift from the customer's most recent reported figures, and such change is not the result of seasonal shifts or other identifiable reasons. The customer may request that verification audits be conducted by an independent auditor. In such cases the associated auditing expenses will be paid by the customer.

In the event that the customer fails to provide adequate records to enable the Company or an independent auditor to conduct an audit verifying the customer's PIU, the Company will bill the usage for all the contested periods using the PIU reported by the customer for the previous period pursuant to 2.9.2.G., above. This PIU will remain in effect until the customer provides the call detail records from which the percentage of interstate and intrastate use can be derived. No prorating or back billing will be done based on the newly derived factor.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.10 Billing and Payment For Service****2.10.1 Responsibility for Charges**

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

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

2.10.2 Minimum Period

The minimum period for which services are provided and for which rates and charges are applicable is one (1) month unless otherwise specified in this tariff.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.10 Billing and Payment For Service, (Cont'd.)****2.10.3 Payment for Service**

- A. All charges due from the Customer are payable to the Company or any agent duly authorized to receive such payments. Terms of payment shall be according to the rules and regulations of the agent and subject to the rules of regulatory bodies having jurisdiction.
- B. Non-recurring charges for installations, service connections, moves or rearrangements are due and payable upon receipt of the Company's invoice by the Customer. At the Company's discretion, payment of all or a portion of any nonrecurring charges may be required prior to commencement of facility or equipment installation or construction required to provide the services requested by the Customer.
- C. The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which service is provided, and recurring charges shall be due and payable as specified on the bill.
- D. When billing is based upon Customer usage, usage charges will be billed monthly in arrears for service provided in the preceding billing period. Charges shall be due and payable as specified on the bill.
- E. Customer billing will begin on the service commencement date, which is the day the Company determines in its reasonable sole discretion that the service or facility is available for use, except that the service commencement date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards under this tariff or the service order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- F. When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 (thirty) days.
- G. Amounts not paid within 30 (thirty) days after the mailing date of invoice will be considered past due.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.10 Billing and Payment For Service, (Cont'd.)****2.10.4 Disputed Charges**

- A. In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Customer must submit a documented claim for the disputed amount. The Customer will submit all documentation as may reasonably be required to support the claim.
- B. If the dispute is resolved in favor of the Customer and the Customer has withheld the disputed amount, no interest credits or penalties will apply.
- C. If the dispute is resolved in favor of the Company and the Customer has withheld the disputed amount, any payments withheld pending settlement of the disputed amount shall be subject to the late payment penalty as set forth in 2.10.5.
- D. If the dispute is resolved in favor of the Customer and the Customer has paid the disputed amount, the Customer will receive an interest credit from the Company for the disputed amount times a late factor as set forth in 2.10.5.
- E. If the dispute is resolved in favor of the Company and the Customer has paid the disputed amount on or before the payment due date, no interest credit or penalties will apply.
- F. The Customer shall notify the Company of any disputed items on an invoice within ninety (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 and procedures. The address of the Commission is as follows:

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

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.10 Billing and Payment For Service, (Cont'd.)****2.10.5 Late Payment Fees**

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

2.10.6 Returned Check Charge

A service charge equal to \$30.00, or the actual fee incurred by Company from a bank or financial institution, whichever is greater, will be assessed for all checks returned by a bank or other financial institution for: insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank or other financial institution.

2.11 Taxes, Surcharges and Fees

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

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.12 Deposits and Advance Payments****2.12.1 General**

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

2.12.2 Deposits

- A. The Company may, in order to safeguard its interests, require a Customer which has a proven history of late payments to the Company or does not have established credit or has a bad credit rating to make a deposit prior to or at any time after the provision of service to the Customer to be held by the Company as a guarantee of the payment of rates and charges. No such deposit will be required of a Customer that has established satisfactory credit and has no history of late payments to the Company.
- B. The amount of deposit may be adjusted at the request of the Customer at any time when the character, purpose, or degree of the Customer's use of the service has materially changed, or when it is indicated that it will change.
- C. The making of a deposit shall not relieve any Customer of the obligation to pay current bills when due. A deposit shall only be applied to the indebtedness of the Customer for jurisdictional telecommunications services of the provider.
- D. The Company will pay interest at the rate permitted by applicable law.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.13 Cancellation by Customer****2.13.1 General**

- A. Customers of the Company's service may cancel service by providing the Company with written notification thirty (30) days prior to the requested cancellation date. The Company shall hold the Customer responsible for payment of all bills for service furnished until the cancellation date specified by the Customer or until thirty (30) days after the date that the cancellation notice is received, whichever is later.
- B. Customers seeking to cancel service have an affirmative obligation to block traffic originating from or terminating to the Company's network. By originating traffic from or terminating traffic to the Company's network, the Customer will have constructively ordered the Company's switched access service.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.13 Cancellation by Customer, (Cont'd.)****2.13.2 Cancellation of Application for Service**

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

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.14 Cancellation by Company**

2.14.1 Service continues to be provided until canceled by the Customer pursuant to Section 2.13 or until discontinued by the Company. The Company may render bills subsequent to the termination of service for charges incurred before termination. The Customer shall pay such bills in full in accordance with the payment terms of this tariff.

2.14.2 The Company may refuse or discontinue service to a Customer without notice under the following conditions:

- A. For violation of law or this tariff: Except as provided elsewhere in this tariff, the Company may refuse, suspend or cancel service, without notice, for any violation of terms of this tariff, for any violation of any law, rule, regulation, order, decree or policy of any government authority of competent jurisdiction, or by reason of any order or decision of a court or other government authority having jurisdiction which prohibits the Company from furnishing such service or prohibits Customer from subscribing to, using, or paying for such service.
- B. For the Company to comply with any order or request of any governmental authority having jurisdiction: The Company may refuse, suspend or cancel service, without notice, in order to permit the Company to comply with any order or request of any governmental authority having jurisdiction.
- C. In the event of a national or local emergency in which the Company has reason to believe that its services may be used for causing terrorist acts or harm to citizens.
- D. In the event of Customer or Authorized User use of equipment in such a manner as to adversely affect the Company's equipment or service to others.
- E. In the event of tampering with the equipment or services of the Company or its agents.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.14 Cancellation by Company, (Cont'd.)****2.14.2 (Cont'd)**

- F. In the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, the Company may, to the extent that Company opts to restore such service, require the Customer to make, at Customer's own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
- G. If any of the facilities, appliances, or apparatus on Customer's premises are found to be unsafe or causing harm to the Company's facilities, and may refuse to furnish service until the applicant or Customer shall have remedied the condition.

2.14.3 The Company may refuse or discontinue service provided that, unless otherwise stated, the Customer shall be given five (5) days written notice to comply with any rule or remedy any deficiency:

- A. For nonpayment: The Company, by written notice to the Customer and in accordance with applicable law, may refuse, suspend or cancel service without incurring any liability when there is an unpaid balance for service that is past due.
- B. For returned checks: The Customer whose check or draft is returned unpaid for any reason, after two attempts at collection, may, at the Company's discretion, be subject to refusal, suspension or cancellation of service in the same manner as provided for nonpayment of overdue charges.
- C. For neglect or refusal to provide reasonable access to the Company or its agents for the purpose of inspection and maintenance of equipment owned by the Company or its agents.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.14 Cancellation by Company, (Cont'd.)****2.14.3 (Cont'd)**

- D. For Customer use or Customer's permitting use of obscene, profane or grossly abusive language over the Company's facilities, and who, after five (5) days notice, fails, neglects or refuses to cease and refrain from such practice or to prevent the same, and to remove its property from the premises of such person.
- E. For use of telephone service for any property or purpose other than that described in the application.
- F. For Customer's breach of any contract for service between the Company and the Customer.
- G. For periods of inactivity in excess of sixty (60) days.

2.15 Restoration of Service

- 2.15.1 If service has been discontinued for nonpayment or as otherwise provided herein and the Customer wishes service continued, service may be restored at the Company's sole discretion, when all past due amounts are paid or the event giving rise to the discontinuance (if other than nonpayment) is corrected. Customers whose service was disconnected for non-payment may be required to pay a deposit and/or advance payment prior to service restoration.
- 2.15.2 A restoration fee of \$25.00, or the actual costs incurred by the Company, applies to Customers whose service is restored following disconnection by the Company.
- 2.15.3 Restoration of disrupted services shall be in accordance with applicable Commission and/or Federal Communications Commission Rules and Regulations specified in 47 C.F.R., Chapter I, Part 64, , Appendix A, which specify the priority system for such activities.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.16 Provision of Company Equipment and Facilities**

- 2.16.1 The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not nor may the Customer permit others to rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- 2.16.2 The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided to the Customer except following required notice procedures.
- 2.16.3 Equipment the Company provides or installs at the Customer premises shall not be used for any purpose other than that for which the equipment is provided.
- 2.16.4 The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished under this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
- A. the transmission of signals by Customer provided equipment or for the quality of, or defects in, such 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.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.17 Interconnection**

- 2.17.1 Service furnished by the Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to technical limitations established by the Company. Service furnished by the Company is not part of a joint undertaking with such other common carriers or systems. Any special interface equipment or facilities necessary to achieve compatibility between the facilities of Company and other participating carriers shall be provided at the Customer's expense.
- 2.17.2 Connection of the Customer with the facilities or services of other carriers shall be under the applicable terms and conditions of the other carriers' tariffs. The Customer is responsible for taking all necessary legal steps for interconnecting Customer-provided terminal equipment or systems with Company's facilities. Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection.
- 2.17.3 The Customer shall ensure that the facilities or equipment provided by another carrier are properly interconnected with the facilities or equipment of the Company. If the Customer maintains or operates the interconnected facilities or equipment in a manner which results or may result in harm to the Company's facilities, equipment, personnel, or the quality of service, the Company may, upon five (5) days written notice, require the use of protective equipment at the Customer's expense. If this written notice fails to eliminate the actual or potential harm, the Company may, upon additional five (5) days written notice, terminate the existing service of the Customer.
- 2.17.4 If harm to the Company's network, personnel or services is imminent due to interconnection with another carrier's services, the Company reserves the right to shut down Customer's service immediately, with no prior notice required.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.18 Customer-Provided Equipment**

- 2.18.1 The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A user may transmit any form of signal that is compatible with the Company's equipment, but the Company does not represent that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.
- 2.18.2 Terminal equipment on the user's premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the Customer. The Customer is responsible for the provision of wiring or cable to connect its terminal equipment to the Company's network.
- 2.18.3 The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense, subject to prior Customer approval of the equipment expense.
- 2.18.4 Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements under this Section 2.18 for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer provided facilities and equipment to Company-owned facilities and equipment.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.18 Customer-Provided Equipment (Cont'd)**

2.18.5 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 may, upon five (5) days written notice, require the use of additional protective equipment at the Customer's expense. If this written notice fails to remedy any protective deficiencies or potential harm, the Company may, upon additional five (5) days written notice, terminate the existing service of the Customer.

2.18.6 If harm to the Company's network, personnel or services is imminent, the Company reserves the right to shut down Customer's service immediately, with no prior notice required.

2.19 Inspection, Testing and Adjustments

2.19.1 The Company may conduct tests and inspections as may be necessary to determine whether the terms and conditions of this tariff are being complied with in the installation, operation or maintenance of the Customer's or the Company's facilities or equipment. The Company may interrupt service at any time, without penalty or liability, due to the departure from any of these terms and conditions.

2.19.2 Upon reasonable notice, the facilities or equipment provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary for their maintenance in a condition satisfactory to the Company. No interruption allowance shall be granted for the time during which such tests and adjustments are made, unless such interruption exceeds twenty-four (24) hours in length and is requested by the Customer.

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

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.20 Allowances for Interruptions in Service****2.20.1 General**

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

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.20 Allowances for Interruptions in Service, (Cont'd.)****2.20.2 Limitations of Allowances**

- A. No credit allowance will be made for any interruption in service:
- (1) due to the negligence of or noncompliance with the provisions of this tariff by any person or entity other than the Company, including but not limited to the Customer;
 - (2) due to the failure of power, equipment, systems, connections or services not provided by the Company;
 - (3) due to circumstances or causes beyond the reasonable control of the Company;
 - (4) during any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
 - (5) during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
 - (6) when the Customer is known to have planned or participated in terrorism or in acts that may cause harm to citizens;
 - (7) that occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
 - (8) that was not reported to the Company within thirty (30) days of the date that service was affected.

2.20.3 Use of Another Means of Communications

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

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.20 Allowances for Interruptions in Service, (Cont'd.)****2.20.4 Application of Credits for Interruptions in Service**

- A. Except as provided in Section 2.20.2 A., if a Customer's service is interrupted, and it remains interrupted for eight (8) normal working hours or longer after access to the premises is made available and after being reported to be out of order, appropriate adjustments or refunds shall be made to the Customer, when such adjustment exceeds \$1.00.
- B. The amount of adjustment or refund shall be determined on the basis of the known period of interruption; generally beginning from the time the service interruption is first reported. The refund to the Customer shall be a pro rata part of the month's flat rate charges (if any) for the period of days and that portion of the service facilities rendered useless or inoperative. The refund may be accomplished by a credit on a subsequent bill for the service.
- C. For purposes of credit computation every month shall be considered to have seven hundred and twenty (720) hours. For services with a monthly recurring charge, no credit shall be allowed for an interruption of continuous duration of less than eight (8) hours. The Customer shall be credited for an interruption of eight (8) or more hours at the rate of 1/720th of the monthly charge for the services affected for each day that the interruption continues. The formula used for computation of credits is as follows:
$$\text{Credit} = A/720 \times B$$

A = outage time in hours (must be 8 or more)
B = total monthly recurring charge for affected service.
- D. No credits will be provided for usage sensitive services.
- E. Cellular and other wireless transmission and Internet-based calling is subject to interruptions including but not limited to, dropped calls, interrupted calls, unintelligible calls, one-way audio and other problems created by factors beyond Company's control. Under no circumstances will Company provide credit or payment of any kind for calls that experience problems related to cellular or other wireless transmissions or for calls that experience problems related to Internet-based communications including but not limited to those calls that transcend wireline and Voice over Internet Protocol ("VoIP") networks.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.21 Notices and Communications**

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

2.22 Mixed Interstate and Intrastate Switched Access Services

- 2.22.1 When mixed interstate and intrastate switched access service is provided, all charges, including nonrecurring charges, usage charges, and optional features changes shall be determined through the procedure set forth in 2.9.2, above.

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SECTION 3 - SWITCHED ACCESS SERVICE**3.1 General**

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

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SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)**3.2 Manner of Provision**

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

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SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)**3.3 Rate Categories****3.3.1 General**

There are six rate categories which apply to Switched Access Service:

- 1) Common Line
- 2) Tandem Connect Access
- 3) Direct Connect Access
- 4) End Office Switching
- 5) Toll-Free 8XX Data Base Access Service

3.3.2 Common Line

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

3.3.3 Tandem Connect Access

The Tandem Connect Access rate category establishes the charges related to the transmission and Feature Group switching facilities between the Customer's tandem provider and the Company's End Office Switch(es) where the Customer's traffic originates and terminates.

A. Tandem Switched Transport

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

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

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SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)**3.3 Rate Categories, (Cont'd.)****3.3.3 Tandem Connect Access, (Cont'd.)****B. Common Transport Multiplexing**

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

C. Common Trunk Port

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

3.3.4 Direct Connect Access

A. The Direct Connect Access rate category establishes the charges related to transmission facilities between the Customer's Premises and the Company's End Office Switch(es) where the Customer's traffic originates and terminates.

B. Direct Connect Access services are provided on an Individual Case Basis as Special Service Arrangements pursuant to Section 6 of this tariff.

SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)**3.3 Rate Categories, (Cont'd.)****3.3.5 End Office Switching**

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

A. Local Switching

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

3.3.6 Toll-Free 8XX Data Base Query

Toll-Free 8XX Data Base Query Service is an originating offering which provides a carrier identification function for numbers using toll free service access codes (SACs). The carrier identification function is performed using queries which are routed using the CCS/SS7 network to the Service Control Point (SCP).

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

In addition to the Toll-Free Data Base Query charge, which applies on a per query basis on originating 8XX traffic, all appropriate FG per minute access rates apply to originating and terminating 8XX access minutes. These rates include Carrier Common Line, Tandem Switched Transport (per minute and per minute per mile elements), Tandem Switching, Common Transport Multiplexing, Common Trunk Port, Local Switching, and Host-Remote Transport.

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SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)**3.4 Access Ordering****3.4.1 General**

- A. Customers may order switched access through a Constructive Order, as defined herein, or through an ASR. The format and terms of the ASR will be as specified in the Industry Access Service Order Guidelines, unless otherwise specified herein.
- B. A Customer may order any number of services of the same type and between the same premises on a single ASR. All details for services for a particular order must be identical.
- C. The Customer shall provide all information necessary for the Company to provide and bill for the requested service. When placing an order for Access Service, the Customer shall provide the following minimum information:
 - (1) Customer name and Premises address(es);
 - (2) Billing name and address (when different from Customer name and address); and
 - (3) Customer contact name(s) and telephone number(s) for the following provisioning activities: order negotiation, order confirmation, interactive design, installation and billing.

3.4.2 Access Service Date Intervals

- A. Access Service is provided with Standard or Negotiated Intervals.
- B. The Company will specify a firm order confirmation date and Service Commencement Date contingent on the ASR being complete as received. To the extent the Access Service can be made available with reasonable effort, the Company will provide the Access Service in accordance with the Customer's requested interval, subject to the following conditions:

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SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)**3.4 Access Ordering, (Cont'd.)****3.4.2 Access Service Date Intervals, (Cont'd.)****B. (Cont'd.)**

- (1) For service provided under a Standard Interval: The Standard Interval for Switched Service will be sixty (60) business days from the Application Date. This interval only applies to standard service offerings where there are preexisting facilities to the Customer Premises. Access Services provided under the Standard Interval will be installed during Company business hours.
- (2) For service provided under a Negotiated Interval: The Company will offer a Service Date based on the type and quantity of Access Services the Customer has requested. The Negotiated Interval may not exceed by more than six (6) months the Standard Interval Service Date, or, when there is no Standard Interval, the Company offered Service Date, except as otherwise agreed by the Company in writing. The Company will negotiate a Service Date interval with the Customer when:
 - (a) The Customer requests a Service Date before or beyond the applicable Standard Interval Service Date; or
 - (b) There is no existing facility connecting the Customer Premises with the Company; or
 - (c) The Customer requests a service that is not considered by the Company to be a standard service offering (for example, if additional engineering or special construction is required to complete the order); or
 - (d) The Company determines that Access Service cannot be installed within the Standard Interval.

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

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SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)**3.4 Access Ordering, (Cont'd.)****3.4.3 Access Service Request Modifications**

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

3.5 Special Construction or Special Service Arrangements

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

3.6 Obligations of the Company

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

A. Network Management

The Company will administer its network to ensure that provision of acceptable service levels to all telecommunications users of the Company's network services.

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

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SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)**3.6 Obligations of the Company, (Cont'd.)****3.6.1 (Cont'd.)****B. Design and Traffic Routing of Switched Access Service**

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

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

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SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)**3.7 Obligations of the Customer**

3.7.1 The Customer has certain specific obligations pertaining to the use of Switched Access Service. These obligations are in addition to obligations specified in Section 3.9 of this tariff and are as follows:

A. Report Requirements

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

Jurisdictional Reports

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

B. On and Off-Hook Supervision

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

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SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)**3.8 Rate Regulations****3.8.1 General**

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

3.8.2 Types of Charges

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

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SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)**3.8 Rate Regulations, (Cont'd.)****3.8.3 Measurement of Access Minutes**

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

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SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)**3.8 Rate Regulations, (Cont'd.)****3.8.3 Measurement of Access Minutes, (Cont'd.)**

- F. The Company will use the Small Exchange Carrier Access Billing ("SECAB") guidelines, or the Carrier Access Billing System ("CABS") guidelines, or other system that emulates or otherwise produces a reasonable substitute for the output of SECAB or CABS, for billing all charges under this tariff. The Company will provide billing using a hardcopy format or upon request, a mechanized medium (e.g., cartridge tape, CD ROM, etc.). Bills will be accurate and contain sufficient supporting details to allow customers to account for the charges and to verify their accuracy in a reasonable and timely fashion. Requests for additional bill detail will be handled and priced on an Individual Case Basis (ICB).

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SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)**3.8 Rate Regulations, (Cont'd.)****3.8.4 Moves**

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

- (1) The point of termination at the Customer's Premises, or
- (2) The Customer's Premises

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

- (1) Moves Within the Same Building

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

- (2) Moves to a Different Building

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

3.8.5 Installation of Optional Features

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

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SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)**3.8 Rate Regulations, (Cont'd.)****3.8.6 Service Rearrangements**

- A. Service rearrangements are changes to existing services which do not result in either a change in the minimum period requirements or a change in the physical location of the point of termination at the Customer's premises or the Customer's End User's premises. Changes, which result in the establishment of new minimum period obligations, are treated as disconnects and starts.
- B. The charge to the Customer for the service rearrangement is dependent on whether the change is administrative only in nature or involves an actual physical change to the service.
- C. Administrative changes will be made without charge(s) to the Customer. Such changes require the continued provision and billing of the Access Service to the same entity or change in jurisdiction.

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SECTION 4 – RATES AND CHARGES**4.1 Rates and Charges**

Unless otherwise specified, all charges shown apply to Switched Access Services provided on a Tandem Connect or Direct Connect basis.

4.1.1 Common Line Access Service**A. Carrier Common Line**

- | | |
|--------------------------|-----------------------|
| - Per Originating Minute | See Note ¹ |
| - Per Terminating Minute | See Note ¹ |

¹*Rates mirror AT&T Ohio Rates for this service.*

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SECTION 4 – RATES AND CHARGES**4.1 Rates and Charges, (Cont'd.)****4.1.2 Tandem Connect Access****1. Tandem Switched Transport**

- A. Tandem Switched Transport, per Minute
 - Zone 1 See Note¹
 - Zone 2 See Note¹
 - Zone 3 See Note¹
 - Zone 4 See Note¹
 - Zone 5 See Note¹
- B. Tandem Switched Transport, per Minute, per Mile
 - Zone 1 See Note¹
 - Zone 2 See Note¹
 - Zone 3 See Note¹
 - Zone 4 See Note¹
 - Zone 5 See Note¹
- C. Tandem Switching, per Minute
 - Zone 1 See Note¹
 - Zone 2 See Note¹
 - Zone 3 See Note¹
 - Zone 4 See Note¹
 - Zone 5 See Note¹
- D. Common Transport Multiplexing, per Minute
 - Zone 1 See Note¹
 - Zone 2 See Note¹
 - Zone 3 See Note¹
 - Zone 4 See Note¹
 - Zone 5 See Note¹
- E. Common Trunk Port
Per Minute See Note¹

¹Rates mirror AT&T Ohio Rates for this service.

SECTION 4 – RATES AND CHARGES**4.1 Rates and Charges, (Cont'd.)**

4.1.3 Direct Connect Access

[Reserved for Future Use]

4.1.4 End Office Switching

A. Local Switching

Per Minute

See Note¹

4.1.5 Toll-Free 8XX Data Base Access Service

Per Query

See Note¹

¹*Rates mirror AT&T Ohio Rates for this service*

SECTION 5 - MISCELLANEOUS SERVICES AND CHARGES**5.1 IntraLATA PIC Change Charge**

IntraLATA Presubscription Change Charge, per
business or residence line, trunk, or port:

- Manual PIC Change	\$5.50
- Electronic PIC Change	\$1.25

The Company will waive one-half of the intraLATA PIC change charge, whether electronic or manual, when such changes are performed simultaneously with an interLATA PIC change.

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SECTION 6 - SPECIAL CONTRACTS, ARRANGEMENTS, AND CONSTRUCTION**6.1 Special Contract Arrangements**

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

All contracts will be filed with the Public Utility Commission of Ohio for approval.

6.2 Special Service Arrangements

- 6.2.1 If a Customer's requirements cannot be met by services included in this tariff, or pricing for a service is shown in this tariff as ICB, the Company will provide, where practical and at its sole discretion, special service arrangements at charges to be determined on an Individual Case Basis. These special service arrangements will be provided if the provision of such arrangements is not detrimental to any other services furnished under the Company's tariffs.
- 6.2.2 Special service arrangement rates are subject to revision depending on changing costs or operating conditions.
- 6.2.3 If and when a special service arrangement becomes a generically tariffed offering, the tariffed rate or rates will apply from the date of tariff approval.

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SECTION 6 - SPECIAL CONTRACTS, ARRANGEMENTS, AND CONSTRUCTION, (CONT'D.)**6.4 Special Construction Charges****6.4.1 General**

- A. Special construction charges may apply for services provided to the Customer by the Company. Special construction includes but is not limited to that construction undertaken:
- (1) where facilities are not presently available, and there is no other requirement for the facilities so constructed;
 - (2) of a type other than that which the Company would normally utilize in the furnishing of its services;
 - (3) over a route other than that which the Company would normally utilize in the furnishing of its services;
 - (4) in a quantity greater than that which the Company would normally construct;
 - (5) on an expedited basis;
 - (6) on a temporary basis until permanent facilities are available;
 - (7) involving abnormal costs;
 - (8) in advance of its normal construction; or
 - (9) when the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariff.
- B. Where the Company furnishes a facility or service requiring special construction, charges will be determined by the Company and may include: (1) non-recurring charges; (2) recurring charges; (3) usage charges; (4) termination liabilities; or (5) a combinations thereof.
- C. Rates and charges for special construction shall be determined and presented to the Customer for its approval prior to the start of construction. No construction will commence until and unless the Customer accepts in writing the rates and charges as presented by the Company.

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EXHIBIT A-3

Detariffed Services Price List

23250 Chagrin Blvd, Suite 250
Beachwood, OH 44122

PRICE LIST
FOR
DETARIFFED / UNREGULATED
TELECOMMUNICATIONS SERVICES
PROVIDED BY
FIDELITY CONNECT LLC

This Price List includes the telecommunications services offered to Customers within the State of Ohio that are detariffed by the Public Utilities Commission of Ohio.

The general terms and conditions applicable to the services listed in this Price list are contained in P.U.C.O. Tariff No. 1 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 Chagrin Blvd, Suite 250, Beachwood, OH 44122.

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Local Service Areas

The Company will provide local exchange service throughout the AT&T Ohio access areas.

Local Exchange Service

Installation, monthly recurring charges will apply to the Company's local exchange services.

The Company's Local Telephone Service provides a Customer with the ability to:

- place or receive calls to any calling Station in the local calling area, as defined herein;
- access basic 911 Emergency Service; and
- place or receive calls to 800/888/887 telephone numbers.

Local Line provided the Customer with a single, voice-grade communications channel. Each Local Line will include a telephone number.

Standard Features: Each Local Line customer is provided with the following standard features:

Touch Tone
Direct Inward Dialing
Direct Outward Dialing

Optional Features: A Customer may order optional features at the rates specified in this tariff.

Local Line Rates and Charges: A Local Line Customer will be charged applicable Non-Recurring Charges, monthly Recurring Charges and usage charges as specified herein.

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Restoral Charge*

A restoral charge applies each time a service is reconnected after suspension or termination for nonpayment but before cancellation of the service.

Moves, Adds, and Changes*

The Company alone may make changes in the location of its lines and equipment. When it is found that a move or change of such lines or equipment has been made by others, the Connection Charge for the underlying service will apply as if the work had been done by the Company.

The customer will be assessed a charge for any move, add or change of a Company service and is charged in addition to any other monthly or installation charge which is associated with the service the customer orders. Move, Add and Change are defined as follows:

Move: The disconnection of existing equipment at one location and reconnection of the same equipment at a new location in the same building or in a different building on the same premises.

Add: The addition of a vertical service to existing equipment and/or service at one location.

Change: Change - including rearrangement or reclassification - of existing service at the same location.

Trouble Isolation Charge*

When a visit to the customer's premises is necessary to isolate a problem reported to the Company but identified by the Company's technician as attributable to customer-provided equipment or inside wire, a separate charge applies in addition to all other charges for the visit.

* Rates and charges regulated by the Public Utility Commission of Ohio are found in the company's P.U.C.O Tariff No. 1.

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Custom Calling Service

General

The features in this section are made available on an individual basis or as part of multiple feature packages. All features are provided subject to availability; features may not be available with all classes of service. Transmission levels may not be sufficient in all cases.

Feature Descriptions and Rates*

Rates in this section are applied on a monthly basis unless otherwise specified:

CALL WAITING		\$1.00
Provides a tone signal when a second call is coming in on a busy line.		
CALL FORWARDING-Variable		\$1.00
Permits a customer to automatically transfer all incoming calls to another dialable telephone number.		
THREE-WAY CALLING		\$1.00
Adds a third party to an established connection without operator assistance.		
SPEED CALLING	- 39 Number List	\$1.00
Allows a customer to call other telephone numbers by dialing a code rather than the complete telephone number.		
CALL TRACE	Per Activation	\$1.00
This feature will, upon successful customer activation, automatically trace the telephone number of the line used for the last call received by the Customer. Call Trace is provided to customers whose local Telephone Exchange Service includes only Residence lines. The company will not provide the traced number to the customer, but it will be provided to law enforcement officials upon written request of the customer.		

* Rates and charges regulated by the Public Utility Commission of Ohio are found in the company's P.U.C.O Tariff No. 1

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Custom Calling Service (continued)**Feature Descriptions and Rates (continued)****DISTINCTIVE RINGING****\$1.00**

This feature allows a customer to designate up to ten telephone numbers from which incoming calls will have a distinctive ring. For customers with call waiting, a distinctive call-waiting signal will be received if a call from one of the designated telephone numbers is waiting.

CALL SCREENING**\$1.00**

Customer can designate 10 numbers from which incoming calls will be connected to a pre-recorded announcement that calls are not being taken now.

CALLER ID WITH NAME**\$5.00**

This Central Office feature is only offered to customers being served by appropriately equipped central offices and subscribing to caller ID. This feature provides for the display of the listed name associated with the telephone number from which the call is being made. The name will be delivered to a customer provided display device. The company will forward all calling names subject to technical limitations.

BUSY LINE TRANSFER**\$1.00**

In the event that the called telephone number is busy, this feature automatically forwards incoming calls to a predetermined telephone number served by the same central office switch, or provides inter-switch forwarding to a predetermined, dialable telephone number where technically available. If incoming calls are transferred to a number served by the same or a different central office switch, multiple calls will be transferred simultaneously provided that there are sufficient facilities to accept the calls. *This feature is not compatible with Call Waiting or Direct Inward Dialing Service.*

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Custom Calling Service (continued)**Feature Descriptions and Rates (continued)****ALTERNATE ANSWERING** \$1.00

In the event that the telephone number is not answered within the Company designated parameters, normally three to four rings, this feature automatically forwards incoming calls to a predetermined, or a different central office switch, multiple calls will be transferred simultaneously provided that are sufficient facilities to accept the calls.

MESSAGE WAITING TONE \$1.00

Allows an audible signal, stutter dial tone, to be present on the line when a message is waiting.

**BUSY LINE TRANSFER,
ALTERNATE ANSWERING,
MESSAGE WAITING TONE** \$1.00

Allows access to all three services.

CUSTOMER CONTROL OPTION

Allows the customer to activate/ deactivate the Busy Line Transfer and Alternate Answering features and to change the number to which the calls are forwarded.

Busy Line Transfer \$1.00

Alternate Answering \$1.00

EASY CALL \$1.00

Provides automatic dialing of a number when the customer's line is taken off-hook, at 7-second intervals.

SPECIAL DELIVERY SERVICE \$1.00

When a busy or don't answer condition exists on an outgoing call, this feature automatically forwards the calling party to a pre-determined telephone number.

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Custom Calling Service (continued)**Feature Descriptions and Rates (continued)****CALL CONTROL**

\$2.00

Available with Residence Basic Exchange Access Service and Residence ISDN service. Customer has the ability to screen outgoing call, then block or allow calls. This feature can be activated and deactivated and provides a PIN number to the subscriber. Customer can block long distance, Operator Assisted, specific telephone numbers, prefix and/or area codes, and/or all outgoing calls.

REMOTE CALL FORWARDING

First

\$5.00

Second

\$5.00

Remote Call Forwarding (CO Based), provides a method to automatically transfer all incoming calls to another dialed number at all times. The dialable number is user defined. The dialed number can be either 7 or 10 digit numbers (POTS) and can be changed via a service order. No physical telephone is required at the subscribed dialed number. Multiple simultaneous call paths can be provided, with each additional path priced at the rates above. (Business Service Ordering and Line Connection Charges apply.)

900 SPECIAL ACCESS CODE BLOCKING

N/C

Blocks access from a company provided Exchange Access Service to customer dialed 900 numbers.

976 PREFIX BLOCKING SERVICE

N/C

Blocks access from a company provided Exchange Access Service to customer dialed 976 numbers.

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Custom Calling Service (continued)**Feature Descriptions and Rates (continued)****AUTOMATIC CALL BACK**

Allows a customer to return most recent incoming calls whether answered or not. If the line to which the request is made is idle, the call goes through, if the line is busy, the automatic callback continues to attempt until the line is free. The request is deactivated after 30 minutes or six unanswered ring backs if the call is not completed.

Per Activation

\$1.00

REPEAT DIALING

Allows a Customer, by dialing a particular code, to redial a dialed number a specified number of times or until a party answers the call.

Per Activation

\$1.00

23250 Chagrin Blvd, Suite 250
Beachwood, OH 44122

Service and Promotional Trials

General

The Company may establish temporary promotional programs wherein it may waive or reduce nonrecurring or recurring charges, to introduce a present or potential customer to a service not previously subscribed to by the customer.

Regulations

- A. Appropriate notification of the Trial will be made to all eligible customers and to the Commission. Appropriate notification may include direct mail, bill inserts, broadcast or print media, direct contact or other comparable means of notification.
- B. During a Service Trial, the service(s) is provided automatically to all eligible customers, except those customers who choose not to participate. Customers will be offered the opportunity to decline the trial service both in advance and during the trial. A customer can request that the designated service be removed at any time during the trial and not be billed a recurring charge for the period that the feature was in place. At the end of the trial, customers that do not contact the Company to indicate they wish to retain the service will be disconnected from the service at no charge.
- C. During a Promotional Trial, the service is provided to all eligible customers who ask to participate. Customers will be notified in advance of the opportunity to receive the service in the trial for free. A customer can request that the service be removed at any time during the trial and not be billed a recurring charge for the period that the service was in place. At the end of the trial, customers that do not contact the Company will be disconnected from the service.
- D. Customers can subscribe to any service listed as part of a Promotional Trial and not be billed the normal Connection Charge. The offering of this trial period option is limited in that a service may be tried only once per customer, per premises.
- E. The Company retains the right to limit the size and scope of a Promotional Trial.

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Operator Assistance Surcharges

General

Operator Assistance Surcharges apply when a customer utilizes either an automated or live Company operator for purposes of completing or billing a call. Operator Assistance Surcharges apply in addition to local usage or long distance usage services as identified in this tariff.

Operator Assistance Surcharges -- Rate Schedule

PERSON-TO-PERSON	\$5.00
-------------------------	--------

Operator assists caller by beginning to bill the call only when a specifically identified party answers the phone.

BILLED TO A THIRD NUMBER	\$5.00
---------------------------------	--------

Operator assists the caller by billing the call to a verified number other than the station number from which the call is being made or by which the call is received.)

COLLECT CALLS	\$5.00
----------------------	--------

Operator assists the caller by verify charges with, and billing the call to, the party receiving the call.

CALLING CARD ASSISTANCE

Operator assists the caller by accepting and/or billing, and/or completing a call based upon information pertaining to a billable calling card.

Automated Assistance	\$5.00
----------------------	--------

(where available)

Non-Automated Assistance	\$10.00
--------------------------	---------

SENT - PAID/OPERATOR ASSISTED	\$5.00
--------------------------------------	--------

Operator assistance provided to stations capable of accepting pre-payment by terms of coin or non-calling card credit arrangements.

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Operator Assistance Surcharges (continued)**Operator Assistance Surcharges -- Rate Schedule (continued)****BUSY LINE VERIFICATION****\$5.00**

Operator assists caller by verifying the busy status of an exchange access line. Charged for each verification.

BUSY LINE VERIFY AND INTERRUPT**\$5.00**

Operator assists caller by first verifying the busy status of an exchange access line and then by interrupting the communications on the line to alert the communicating parties of the caller's need to reach the busy line.

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Directory Services

General

Directory services allow customers to customize the manner in which their Company assigned telephone numbers appear in published directory and/or are used by dialable directories and Company operators. This section applies only to services provided by the Company.

Directory Services -- Rate Schedule

ALPHABETICAL DIRECTORY LISTING

N/C

One listing, without charge, is provided in the alphabetical section of the directory of the local exchange area in which the Customer's premises is located. This listing is termed the primary listing and is provided for each line provided pursuant to the Company's Exchange Access Service. Where two or more lines are arranged to hunt, all of those lines so arranged constitute a separate Customer Service.

EXTRA LISTINGS

An Extra Listing is any listing of a name or information in connection with a Customer's access line number beyond that provided pursuant to the Alphabetical Directory Listing Service provided above.)

Per Month for each listing:

\$1.00

PRIVATE LISTING

A telephone number that is not listed in either the directory assistance records or the alphabetical directory or that section of the directory containing the regular alphabetical list of names of Exchange Access Customers.

Per Month for each listing:

\$1.00

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Directory Services (continued)**Directory Services -- Rate Schedule (continued)****SEMI-PRIVATE LISTING**

A telephone number that is not listed in the alphabetical directory or that section of the directory containing the regular alphabetical list of names of Exchange Access Customers. The telephone number is listed in the directory assistance records and will be furnished upon request of the calling party.

Per Month for each listing: \$1.00

DIRECTORY ASSISTANCE CALL

D.A. Call services furnish the customer with either automated or operator assisted access to the Company's Directory Services database on a dial-up basis. A maximum of two number requests will be accommodated per D.A. Call Service call.

Per Call \$1.00

INFORMATION CALL COMPLETION

Information Call Completion (ICC) is available as an add-on to the Company's D.A. Call Service. ICC allows the customer to connect directly to a number requested via the Company's D.A. Call service by means of operator dialing.

Call Completed \$1.00

Mobile telephone service customers will only be eligible for ICC service if an alternate billing option is used, i.e., calling card, billed-to-third number, collect and person-to-person special handling. However, should a mobile carrier request the option, the Company will provide ICC to a mobile carrier on a sent-paid basis.

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Direct Inward Dial (DID) Services

General

DID is a service which permits incoming dialed calls to be dialed directly by a calling party station associated with a switching system located on the Carrier's Customer Premises. These lines support inbound calling traffic only.

Direct Inward Dial Service -- Rate Schedule

	Monthly Recurring Charge	Non-Recurring Charge
DID Trunk Termination Charges		
Each DID trunk termination in central office, per trunk	\$50.00	\$50.00
Each DID trunk termination in Central Office arranged for Touch-Tone signaling.	\$50.00	\$50.00
Subsequent additions, deletions or rearrangements of DID trunk terminations in addition to above charges, per occasion.	\$50.00	\$50.00
DID Number Charges		
Each group of 10 assigned DID station numbers or fraction thereof, each group	\$2.00	\$2.00
Each group of 10 Reserved DID station numbers or fraction thereof, each group	\$2.00	\$2.00
Business		
DID Service from a Remote Central Office		
Mileage charges apply in addition to the rates specified preceding. Mileage charges are those specified for Foreign District Service as appropriate.		
Each new installation, addition, or rearrangement of trunks that provide DID service from a Remote Central Office, per occasion.	\$50.00	\$50.00

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2-Way Direct Inward Dialing (DID) With Call Transfer

General

2-Way Direct Inward Dialing (DID) with Call Transfer is a service that permits incoming calls to reach customer provided equipment, without the assistance of an attendant, and allows the transfer of those calls to another line. Touch-Tone is a standard feature of this service.

Miscellaneous Services

Monthly Rate

TOLL RESTRICTION SERVICE

Toll Restriction Service will not allow inter-MSA 1+, 0+, 0-, 10XXX, or 700 calls to be completed.

- per line equipped

\$1.00

Toll billing exception that prevents third number billed and collect call is also a customer option.

INTERCEPT REFERRAL EXTENSION SERVICE

Provides notification to calling parties about changes in the status of the called party's telephone line. (An Add / Change Charge applies to add or change the length of months requested)

\$1.00

Non-Recurring Charge

TEMPORARY INTERCEPT

Enables a Customer to have incoming calls intercepted for 1 month. (Regular Exchange Access Service billing continues and an Add/Change charge applies)

- per Central Office Line

\$5.00

- per Port Intercepted

\$5.00

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Customer Requested Service Suspensions

At the request of the customer the Company will suspend incoming and outgoing service on the customer's access line for a period of time not to exceed one year. The equipment is left in place and directory listings are continued during the suspension period without change. At the customer's request the Company will provide the customer with an intercept recording referring callers to another number.

The Company will assess a lower monthly rate for Customer Requested Service Suspension as noted below. However, any mileage charges, monthly cable charges or monthly construction charges are still due, without reduction during the period of suspension.

<u>Period of Suspension</u>	<u>Charge</u>
- First Month or Partial Month	Regular Monthly Rate (no reduction)
- Each Additional Month (up to the one year limit)	1/2 Regular Monthly Rate

BUSINESS NETWORKED SWITCHED SERVICES

General

Business Network Switched Service provide a business customer with a connection to the Company's switching network which enables the customer to:

- A. receive calls from other stations on the public switched telephone network;
- B. access the Company's local calling service;
- C. access the Company's operators and business office for service related assistance; access toll-free telecommunications service such as 800 NPA; and access 911 service for emergency calling; and
- D. access the service of providers of interexchange service. A customer may presubscribe to such provider's service to originate calls on a direct dialed basis or to receive 800 service from such provider, or may access a provider on an ad hoc basis by dialing the provider's Carrier Identification Code (10XXX).

Business Network Switched Service is provided via one or more channels terminated at the customer's premises. Each Business Network Switched Service channel corresponds to one or more analog, voice-grade telephonic communications channels that can be used to place or receive one call at a time.

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Beachwood, OH 44122

Service Descriptions and Rates

The following Business Access Service Options are offered:

Basic Business Line Service
PBX Trunks

All Business Network Switched Service may be connected to customer-provided terminal equipment such as station sets, key systems, PBX systems, or facsimile machines. Service may be arranged for two-way calling, inward calling only or outward calling only. Optional Voice Mail Service is available.

A. **Service Establishment Charge***

This charge applies when the Company initially establishes the Customer's account for any service provided by the Company. This charge is applied in addition to any other monthly or installation charge that is associated with the service the Customer orders.

B. **Basic Business Line Service***

1. General

Basic Business Line Service provides a customer with a one or more analog, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Local calling service is available at a flat rate included in the line price, or on a message usage basis. Basic Business Lines are provided for connection of customer-provided single-line terminal equipment such as station sets or facsimile machines.

2. Flat Rate Basic Business Line Service*

23250 Chagrin Blvd, Suite 250
Beachwood, OH 44122**Service Descriptions and Rates (continued)****C. PBX Trunk Service****1. General**

Analog and/or digital PBX trunks are provided for connection of customer-provided PBX terminal equipment. Analog trunks are delivered on a DS0 level and digital trunks are delivered at the DS1 level. All trunks are equipped with multiline hunting.

DID service allows callers to reach the called party without going through a PBX attendant. DOD service allows end users to dial outside of a PBX system without going through the PBX attendant to get access to an outside line. Digital trunks cannot be two-way trunks, but must be ordered as with either Direct Inward Dialing (DID) or Direct Outward Dialing (DOD).

For DID configured PBX trunks additional charges apply for Direct Inward Dial Station numbers.

Each Analog Trunk has the following characteristics:

Terminal Interface:	2-wire or 4-wire, as required for the provision of service
Signaling Type:	Loop, Ground, E&M I, II, III
Pulse Type:	Dual Tone Multi-Frequency (DTMF)
Directionality:	In-Coming Only (DID), Out-Going Only (DOD), or Two-Way

2. Flat Rate Analog PBX Trunks**a. General**

Service to points within the local calling area is included in the charge for Flat Rate Analog PBX Trunk Service.

b. Rates

In addition to the nonrecurring charges listed below, service order charges apply as described in this tariff.

Nonrecurring Connection Charge:	\$10.00
Monthly Recurring Charges:	\$30.00
Terminal Numbers:	
1-10 lines in terminal group	\$5.00
11-20 lines in terminal group	\$10.00
21 + lines in terminal group	\$15.00

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Beachwood, OH 44122

Service Descriptions and Rates (continued)

PBX Trunk Service (continued)

3. Message Rate Analog PBX Trunks

a. Description

Message Rate Analog PBX Trunks provide the customer with a single, analog, voice grade telephonic communications channel that can be used to place or receive one call at a time. Local calls on two-way trunks and DOD trunks are billed on a message rate basis. DID trunks are arranged for one-way inward calling only.

b. Rates

Charges for each Message Rate PBX Trunk include a monthly recurring Base Service Charge and usage charges for completed calls originated from the customer's lines based on the total number of calls during the billing period.

In addition to the nonrecurring charges listed below, service order charges apply as described in this tariff.

Nonrecurring Connection Charge:	\$10.00
Monthly Recurring Charges:	\$30.00
Terminal Numbers:	
1-10 lines in terminal group	\$5.00
11-20 lines in terminal group	\$10.00
21 + lines in terminal group	\$15.00

c. Message Usage Charges

Per Message Charge	\$0.01
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4. Analog DID Trunks

Nonrecurring Connection Charge	\$10.00
Monthly Recurring Charges (per trunk)	\$5.00
DID Station Numbers:	
- Each Group of 20	\$1.00
- Each Group of 100	\$12.00

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Beachwood, OH 44122

Service Descriptions and Rates (continued)

PBX Trunk Service (continued)

5. Digital PBX Trunk Service

a. Description

Digital PBX Trunk Service provide a customer with connection to the Company switch via a DS1 digital fiber optic transmission facility operating at 1.544 Mbps and time division multiplexed into 24 analog voice grade telephonic communications channels. Digital PBX Trunks are provided for connection of customer-provided PBX equipment or trunk capable key systems to the Company switch. Each Digital PBX Trunk has the following characteristics:

Terminal Interface:	Channel Bank or DSX-1 panel
Signaling Type:	Loop, Ground, E&M I, II, III
Start Dial Indicator:	Immediate Wink, Delay Dial, Dial Tone
Pulse Type:	Dual Tone Multi-Frequency (DTMF)
Directionality:	In-Coming or Out-Going Only, as specified by the customer

Service to points within the local calling area is included in the charge for Digital PBX Trunk Service.

b. Recurring and Nonrecurring Charges

In addition to the nonrecurring charges listed below, service order charges apply as described in this tariff. Charges for each Message Rate Digital PBX Trunk include a monthly recurring Base Service Charge and usage charges for completed calls originated from the customer's lines based on the total number of calls during the billing period.

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Beachwood, OH 44122

Where appropriate facilities do not exist, Special Construction charges will also apply.

Nonrecurring Connection Charge:	\$250.00
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Monthly Recurring Charges:	
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Flat Rate:	
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- Facility	\$100.00
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- Per Active Channel (DID)	\$10.00
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- Per Active Channel (DOD)	\$10.00
----------------------------	---------

Message Rate:	
---------------	--

- Facility	\$100.00
------------	----------

- Per Active Channel (DID)	\$10.00
----------------------------	---------

- Per Active Channel (DOD)	\$10.00
----------------------------	---------

Service Descriptions and Rates (continued)

PBX Trunk Service (continued)

5. Digital PBX Trunk Service (continued)

c. Message Usage Charges

Per Message Charge	\$0.01
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EXHIBIT B

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

EXHIBIT B-1

Provision of Services

Fidelity Connect LLC's ("Applicant") service will provision telecommunications services through a combination of its own facilities leased from other carriers, and resale of facilities and equipment of Incumbent Local Exchange Carriers ("ILECs") operating in Ohio.

EXHIBIT B-2

Description of Proposed Services

Initially, Fidelity Telecom, LLC plans to offer local exchange services to customers located in the territories of AT&T Ohio. 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's 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.

EXHIBIT B-4

Description of the proposed market area

The applicant proposes to provide service in all areas in the State of Ohio serviced by AT&T Ohio.

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 Connect LLC will provide customers 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 serve only 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.



PATRICK D. CROCKER
patrick@crockerlawfirm.com

October 12, 2010

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

RE: Fidelity Connect LLC

Dear Mr. Peters:

Please accept this letter as notice that Fidelity Connect 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 Connect LLC
23250 Chagrin Blvd, Suite 250
Beachwood, OH 44122
Tel: (216) 595-9050
Fax: (216) 595-0706

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/pas

EXHIBIT C-2

**Evidence of Registration with Ohio Secretary of State
and
Good Standing Certificate**



DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
06/15/2010	201016501467	ARTICLES OF ORGNZTN/DOM. PROFIT LIM.LIAB. CO. (LCP)	125.00	.00		.00	.00

Receipt

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

LAWRENCE D. DUBIN
23600 MERCANTILE ROAD
SUITE F
CLEVELAND, OH 44122

STATE OF OHIO CERTIFICATE

Ohio Secretary of State, Jennifer Brunner

1943232

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

FIDELITY CONNECT 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):

201016501467



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 11th day of June, A.D.
2010.

Ohio Secretary of State



**Form 533A Prescribed by the:
Ohio Secretary of State**

Central Ohio: (614) 466-3910
Toll Free: (877) SOS-FILE (767-3453)

www.sos.state.oh.us
Busserv@sos.state.oh.us

Expedite this form: (select one)

Mail form to one of the following:

- ☐ Expedite PO Box 1390
Columbus, OH 43216
*** Requires an additional fee of \$100 ***
- ☒ Non Expedite PO Box 670
Columbus, OH 43216

**ARTICLES OF ORGANIZATION FOR A DOMESTIC
LIMITED LIABILITY COMPANY**

Filing Fee: \$125.00

RECEIVED

JUN 11 2010

SECRETARY OF STATE

(CHECK ONLY ONE (1) BOX)

(1) ☒ Articles of Organization for Domestic For-Profit Limited Liability Company (115-LCA) ORC 1705	(2) ☐ Articles of Organization for Domestic Nonprofit Limited Liability Company (115-LCA) ORC 1705
--	--

Name of limited liability company

FIDELITY CONNECT LLC

Name must include one of the following words or abbreviations: "limited liability company," "limited," "LLC," "L.L.C.," "ltd.," or "ltd"

Effective Date _____ (The legal existence of the limited liability company begins upon the filing of the articles or on a later date specified that is not more than ninety days after filing)

(Optional) mm/dd/yyyy

This limited liability company shall exist for _____ Period of Existence

(Optional)

Purpose
(Optional)

☐ Check here if additional provisions are attached

ORIGINAL APPOINTMENT OF AGENT

The undersigned authorized member(s), manager(s) or representative(s) of

FIDELITY CONNECT LLC

Name of Limited Liability Company

hereby appoint the following to be Statutory Agent upon whom any process, notice or demand required or permitted by statute to be served upon the limited liability company may be served. The name and address of the agent is

Lawrence D. Dubin, Esq.

Name of Agent

26400 Hurlingham Road

Mailing Address

Cleveland

City

Ohio

State

44122

Zip Code

☐ If the agent is an individual and using a P.O. Box, check this box to certify the agent is an Ohio resident.

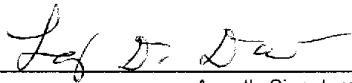
ACCEPTANCE OF APPOINTMENT

The undersigned, named herein as the statutory agent for

FIDELITY CONNECT LLC

Name of Limited Liability Company

hereby acknowledges and accepts the appointment of agent for said limited liability company



Agent's Signature

By signing and submitting this form to the Ohio Secretary of State, the undersigned hereby certifies that he or she has the requisite authority to execute this document on behalf of the limited liability company identified above.

REQUIRED

Articles and original appointment of agent must be authenticated (**signed**) by a member, manager or other representative.

Jeff D. Fa-
Signature

6/2/10
Date

Print Name

Signature

Date

Print Name

Signature

Date

Print Name

(See Instructions Below)

**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 CONNECT LLC, an Ohio For Profit Limited Liability Company, Registration Number 1943232, was organized within the State of Ohio on June 11, 2010, 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 28th day of September, A.D. 2010*

A handwritten signature in black ink, appearing to read "Jennifer Brunner", written in a cursive style.

Ohio Secretary of State

Validation Number: V2010271S7B636

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

10/14/2010 4:36:42 PM

in

Case No(s). 10-2349-TP-ACE

Summary: Application to apply for Certificate of Public Convenience and Necessity to provide facilities-based and resold local exchange and interexchange telecommunications services - Part 1 of 2 electronically filed by Mr. Patrick D. Crocker on behalf of FIDELITY CONNECT LLC