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PUCO

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2011 JUL -7 PM 2:32

107

July 7, 2011

Renee Jenkins  
Chief of Docketing  
The Public Utilities Commission of Ohio  
180 E. Broad Street, 11th Floor  
Columbus, Ohio 43215

Re: In the Matter of the Application of Communications Venture Corporation  
d/b/a INdigital telecom to Provide Competitive Emergency  
Telecommunications Services in the State of Ohio  
PUCO Case No. 11-428-TP-ACE  
PUCO Tariff Docket No. 11 - \_\_\_\_\_TP-TRF

Dear Ms. Jenkins:

Please find attached for filing Communications Venture Corp. d/b/a INdigital telecom's Application to Provide Competitive Emergency Telecommunications Services in the State of Ohio. Also attached for filing, as noted on the Application, is the Motion for Protective Order and Request for Expedited Treatment along with the confidential documents to be filed under seal.

Do not hesitate to contact me with any questions or concerns. Thank you for your assistance.

Very truly yours,

  
Mark S. Yurick

MSY/clc

4810-6661-4025, v. 1

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NC  
FILE

**The Public Utilities Commission of Ohio**  
**TELECOMMUNICATIONS FILING FORM**

(Effective: 01/20/2011)

106

This form is intended to be used with most types of required filings. It provides check boxes with rule references for the most common types of filings. It does not replace or supersede Commission rules in any way.

In the Matter of the Application of Communications Venture )  
Corporation d/b/a INdigital telecom to Provide Competitive )  
Emergency Telecommunications Services in the State of )  
Ohio. )

TRF Docket No. 11-\_\_\_\_\_

Case No. 11 - 4231 -TP - ACE

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

Name of Registrant(s) Communications Venture Corporation

DBA(s) of Registrant(s) INdigital telecom

Address of Registrant(s) 5312 W. Washington Center Road, Fort Wayne, IN 46181

Company Web Address www.INdigital.net

Regulatory Contact Person(s) Deborah Prather

Phone (260) 469-2143

Fax (877) 469-4329

Regulatory Contact Person's Email Address dprather@indigital.net

Contact Person for Annual Report Deborah Prather

Phone (877) 469-2010

Address (if different from above) \_\_\_\_\_

Consumer Contact Information Deborah Prather

Phone (877) 469-2010

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.]

**Notes:**

Section I and II are Pursuant to Chapter 4901:1-6 OAC

Section III – Carrier to Carrier is Pursuant to 4901:1-7 OAC, and Wireless is Pursuant to 4901:1-6-24 OAC

Section IV – Attestation

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(1) Indicate the Carrier Type and the reason for submitting this form by checking the boxes below.

(2) For requirements for various applications, see the identified section of Ohio Administrative Code Section 4901:1-6-24 and/or the supplemental application form noted.

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

(4) An Incumbent Local Exchange Carrier (ILEC) offering basic local exchange service (BLES) outside its traditional service area should choose CLEC designation when proposing to offer BLES outside its traditional service area or when proposing to make changes to that service.

**All Filings that result in a change to one or more tariff pages require, at a minimum, the following 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).

Page 1 of 4  
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## Section I – Part I - Common Filings

<b>Carrier Type</b> <input checked="" type="checkbox"/> <b>Other</b> (explain below)	<input type="checkbox"/> <b>For Profit ILEC</b>	<input type="checkbox"/> <b>Not For Profit ILEC</b>	<input type="checkbox"/> <b>CLEC</b>
Change terms & conditions of existing BLES	<input type="checkbox"/> <u>ATA 1-6-14(H)</u> (Auto 30 days)	<input type="checkbox"/> <u>ATA 1-6-14(H)</u> (Auto 30 days)	<input type="checkbox"/> <u>ATA 1-6-14(H)</u> (Auto 30 days)
Introduce non-recurring charge, surcharge, or fee to BLES			<input type="checkbox"/> <u>ATA 1-6-14(H)</u> (Auto 30 days)
Introduce or Increase Late Payment	<input type="checkbox"/> <u>ATA 1-6-14(I)</u> (Auto 30 days)	<input type="checkbox"/> <u>ATA 1-6-14(I)</u> (Auto 30 days)	<input type="checkbox"/> <u>ATA 1-6-14(I)</u> (Auto 30 days)
Revisions to BLES Cap.	<input type="checkbox"/> <u>ZTA 1-6-14(F)</u> (0 day Notice)		
Introduce BLES or expand local service area (calling area)	<input type="checkbox"/> <u>ZTA 1-6-14(H)</u> (0 day Notice)	<input type="checkbox"/> <u>ZTA 1-6-14(H)</u> (0 day Notice)	<input type="checkbox"/> <u>ZTA 1-6-14(H)</u> (0 day Notice)
Notice of no obligation to construct facilities and provide BLES	<input type="checkbox"/> <u>ZTA 1-6-27(C)</u> (0 day Notice)	<input type="checkbox"/> <u>ZTA 1-6-27(C)</u> (0 day Notice)	
Change BLES Rates	<input type="checkbox"/> <u>TRF 1-6-14(F)</u> (0 day Notice)	<input type="checkbox"/> <u>TRF 1-6-14(F)(4)</u> (0 day Notice)	<input type="checkbox"/> <u>TRF 1-6-14(G)</u> (0 day Notice)
To obtain BLES pricing flexibility	<input type="checkbox"/> <u>BLS 1-6-14</u> <u>(C)(1)(c)</u> (Auto 30 days)		
Change in boundary	<input type="checkbox"/> <u>ACB 1-6-32</u> (Auto 14 days)	<input type="checkbox"/> <u>ACB 1-6-32</u> (Auto 14 days)	
Expand service operation area			<input type="checkbox"/> <u>TRF 1-6-08(G)(0 day)</u>
BLES withdrawal			<input type="checkbox"/> <u>ZTA 1-6-25(B)</u> (0 day Notice)
<b>Other*</b> (explain) <u>INDigital telecom seeks to become certified as a Competitive Emergency Services Telecommunications Carrier.</u>			

## Section I – Part II – Customer Notification Offerings Pursuant to Chapter 4901:1-6-7 OAC

Type of Notice	Direct Mail	Bill Insert	Bill Notation	Electronic Mail
<input type="checkbox"/> 15-day Notice	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> 30-day Notice	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Date Notice Sent:</b>				

## Section I – Part III –IOS Offerings Pursuant to Chapter 4901:1-6-22 OAC

IOS	Introduce New	Tariff Change	Price Change	Withdraw
<input type="checkbox"/> IOS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

## Section II – Part I – Carrier Certification - Pursuant to Chapter 4901:1-6-08, 09 & 10 OAC

Certification	ILEC (Out of Territory)	CLEC	Carrier's Not Offering BLES	CESTC	CETC
* See Supplemental form	<input type="checkbox"/> ACE <u>1-6-08</u> * (Auto 30- day)	<input type="checkbox"/> ACE <u>1-6-08</u> * (Auto 30 day)	<input type="checkbox"/> ACE <u>1-6-08</u> * (Auto 30 day)	<input checked="" type="checkbox"/> ACE <u>1-6-10</u> (Auto 30 day)	<input type="checkbox"/> UNC <u>1-6-09</u> * (Non-Auto)

\*Supplemental Certification forms can be found on the Commission Web Page.

## Section II – Part II – Certificate Status & Procedural

Certificate Status	ILEC	CLEC	Carrier's Not Offering BLES
Abandon all Services		<input type="checkbox"/> ABN <u>1-6-26</u> (Auto 30 days)	<input type="checkbox"/> ABN <u>1-6-26</u> (Auto 30 days)
Change of Official Name *	<input type="checkbox"/> ACN <u>1-6-29(B)</u> (Auto 30 days)	<input type="checkbox"/> ACN <u>1-6-29(B)</u> (Auto 30 days)	<input type="checkbox"/> CIO <u>1-6-29(C)</u> (0 day Notice)
Change in Ownership *	<input type="checkbox"/> ACO <u>1-6-29(E)</u> (Auto 30 days)	<input type="checkbox"/> ACO <u>1-6-29(E)</u> (Auto 30 days)	<input type="checkbox"/> CIO <u>1-6-29(C)</u> (0 day Notice)
Merger *	<input type="checkbox"/> AMT <u>1-6-29(E)</u> (Auto 30 days)	<input type="checkbox"/> AMT <u>1-6-29(E)</u> (Auto 30 days)	<input type="checkbox"/> CIO <u>1-6-29(C)</u> (0 day Notice)
Transfer a Certificate *	<input type="checkbox"/> ATC <u>1-6-29(B)</u> (Auto 30 days)	<input type="checkbox"/> ATC <u>1-6-29(B)</u> (Auto 30 days)	<input type="checkbox"/> CIO <u>1-6-29(C)</u> (0 day Notice)
Transaction for transfer or lease of property, plant or business *	<input type="checkbox"/> ATR <u>1-6-29(B)</u> (Auto 30 days)	<input type="checkbox"/> ATR <u>1-6-29(B)</u> (Auto 30 days)	<input type="checkbox"/> CIO <u>1-6-29(C)</u> (0 day Notice)

\* Other exhibits may be required under the applicable rule(s). ACN, ACO, AMT, ATC, ATR and CIO applications see the 4901:1-6-29 Filing Requirements on the Commission's Web Page for a complete list of exhibits.

## Section III – Carrier to Carrier (Pursuant to 4901:1-7), and Wireless (Pursuant to 4901:1-6-24)

Carrier to Carrier	ILEC	CLEC
Interconnection agreement, or amendment to an approved agreement	<input type="checkbox"/> NAG <u>1-7-07</u> (Auto 90 day)	<input type="checkbox"/> NAG <u>1-7-07</u> (Auto 90 day)
Request for Arbitration	<input type="checkbox"/> ARB <u>1-7-09</u> (Non-Auto)	<input type="checkbox"/> ARB <u>1-7-09</u> (Non-Auto)
Introduce or change c-t-c service tariffs,	<input type="checkbox"/> ATA <u>1-7-14</u> (Auto 30 day)	<input type="checkbox"/> ATA <u>1-7-14</u> (Auto 30 day)
Request rural carrier exemption, rural carrier suspension or modification	<input type="checkbox"/> UNC <u>1-7-04</u> or 05 (Non-Auto)	
Changes in rates, terms & conditions to Pole Attachment, Conduit Occupancy and Rights- of-Way.	<input type="checkbox"/> UNC <u>1-7-23(B)</u> (Non-Auto)	
<b>Wireless Providers</b> See <u>4901:1-6-24</u>	<input type="checkbox"/> RCC [Registration & Change in Operations]	<input type="checkbox"/> NAG [Interconnection Agreement or

**Section IV. – Attestation**

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

**AFFIDAVIT**  
***Compliance with Commission Rules***

I am an officer/agent of the applicant corporation, Communications Venture Corporation d/b/a INdigital telecom, and am authorized to make this statement on its behalf.

Deborah Prather

Please Check ALL that apply:

☒ I attest that these tariffs comply with all applicable rules for the state of Ohio. I understand that tariff notification filings do not imply Commission approval and that the Commission's rules 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 attest that customer notices accompanying this filing form were sent to affected customers, as specified in Section II, in accordance with Rule 4901:1-6-7, Ohio Administrative Code.

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

Executed on (Date) 7-1-2011 at (Location) Bloomington, IL  
\*(Signature and Title) Deborah Prather Director Regulatory Affairs (Date) 7-1-2011

- 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, Deborah Prather verify that I have utilized the Telecommunications Filing Form for most 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) Deborah Prather Director Regulatory Affairs (Date) 7-1-2011  
(Insert Title)

\*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:**

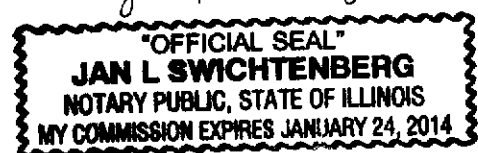
State of Illinois  
County of McLean

**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**

- This instrument was acknowledged before me on July 1<sup>st</sup>, 2011 by Deborah Prather.  
Jan L Swichtenberg  
Notary

Page 4 of 4



**The Public Utilities Commission of Ohio**  
**TELECOMMUNICATIONS SUPPLEMENTAL APPLICATION FORM**  
**for CARRIER CERTIFICATION**

(Effective: 01/20/2011)

(Pursuant to Case No. 10-1010-TP-ORD)

NOTE: This SUPPLEMENTAL form must be used WITH the  
TELECOMMUNICATIONS FILING FORM for ROUTINE PROCEEDINGS.

In the Matter of the Application of Communications )  
Venture Corporation d/b/a INdigital telecom to Provide )  
Competitive Emergency Telecommunications Services )  
in the State of Ohio. )

Case No. 11 - \_\_\_\_\_ - **TP - ACE**

Name of Registrant(s) Communications Venture Corporation

DBA(s) of Registrant(s) INdigital telecom

Address of Registrant(s) 5312 W. Washington Center Road, Fort Wayne, IN 46818

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 Tariff

☒ Local Tariff

☐ CESTC Tariff

☐ 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  
**SEE EXHIBIT 3**

☐ Statement about the provision of  
CTS services

☒ Description of the general  
geographic area served

☒ Explanation of how the proposed  
services in the proposed market  
area are in the public interest.  
**SEE EXHIBIT 5**

☒ Description of the class of customers (e.g., residence, business) that the  
applicant intends to serve  
**SEE EXHIBIT 6**

**Business Requirements**

**Evidence of Registration with:**

☒ Ohio Department of Taxation  
**SEE EXHIBIT 7**

☒ Ohio Secretary of State<sup>1</sup> &  
Certificate of Good Standing  
**SEE EXHIBIT 8**

**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. **SEE EXHIBIT 9**

☒ 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 **SEE EXHIBIT 10**

☒ Documentation to support the applicant's cash and funding sources. **SEE EXHIBIT 11**

**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. **SEE EXHIBIT 12**

☒ List of names, addresses, and phone numbers of officers and directors, or partners. **SEE EXHIBIT 13**

☒ Documentation indicating the applicant's corporate structure and ownership. **SEE EXHIBIT 14**

☒ Information regarding any similar operations in other states. **SEE EXHIBIT 15**

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

☒ Verification that the applicant will follow federal communications commission (FCC) accounting requirements, if

<sup>1</sup> Certification from Ohio Secretary of State (domestic or foreign corporation, authorized use of fictitious name, etc.), and Certificate of Good Standing is required.

applicable. **SEE EXHIBIT 16 & 17**

**Documentation attesting to the applicant's proposed interactions with other Carriers** **SEE EXHIBIT 18 & 19**

- ☐ 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**

- ☒ A sample copy of the customer bill and disconnection notice the applicant plans to utilize. **SEE EXHIBIT 20 & 21**
- ☐ 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](http://www.puc.state.oh.us/puco/forms/form.cfm?doc_id=357))
- ☐ If Mirroring the entire ILEC local service areas, tariffs may incorporate by reference. If not mirroring the entire ILEC local exchange areas, the CLEC shall specifically define its local service areas in the tariff.

**Affidavit**

I, Deborah Prather, am an authorized representative of the applicant corporation Communications Venture Corporation d/b/a INdigital telecom 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 7-1-2011 at Bloomington, IL

Deborah Prather Director Regulatory Affairs 7-1-2011  
(Signature and Title) (Date)

State of Illinois  
County of McLean

This instrument was acknowledged before me on  
July 1<sup>st</sup>, 2011 by Deborah Prather.



Jan L Swichtenberg  
Notary

## **EXHIBIT 1**

### **Proposed Tariff**

See attached.

Please note the tariff does not contain the following provisions:

- Deposits – the Company does not collect Customer deposits.
- Disconnection of services – the issue will be covered in the Company's Agreement for Services.



# DRAFT July 2011

## TITLE PAGE

**OHIO  
LOCAL AND INTEREXCHANGE EMERGENCY TELECOMMUNICATIONS SERVICES  
TARIFF  
OF  
INdigital telecom**

This tariff contains the descriptions, regulations, and rates applicable to the provision of local emergency telecommunications services provided by INdigital telecom with principal offices at 5312 W. Washington Center Road, Fort Wayne, IN 46818 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.

**TRF No. \_\_\_\_\_ - \_\_\_\_\_-TP-TRF**

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**TABLE OF CONTENTS**

The TITLE page through Section 7, Page 2 inclusive of the tariff are effective as of the date shown on an individual sheet. Original and revised pages, as named below, comprise all changes from the original Tariff in effect on the date indicated.

SECTION	PAGE	REVISION	EFFECTIVE DATE
Title Page	Title Page	Original	
<b><u>PREFACE</u></b>			
Table of Contents	1	Original	
Explanation of Symbols	2	Original	
Tariff Format	2	Original	
<b><u>SECTION 1</u></b>			
Definitions	1-6	Original	
<b><u>SECTION 2</u></b>			
Regulations	1-25	Original	
<b><u>SECTION 3</u></b>			
Service Areas	1	Original	
<b><u>SECTION 4</u></b>			
Service Charges and Surcharges	1-2	Original	
<b><u>SECTION 5</u></b>			
Emergency Services	1-12	Original	
<b><u>SECTION 6</u></b>			
Special Arrangements	1-5	Original	
<b><u>SECTION 7</u></b>			
Emergency System Listing Extract	1-2	Original	

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## EXPLANATION OF SYMBOLS

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

- (I) Increase in rates
- (D) Decrease in rates
- (N) New rate or regulation
- (O) Omission
- (C) Change in text
- (T) Temporary rates and/or surcharges

## TARIFF FORMAT

- A. Section Numbering** - Section numbers appear in the upper right corner of the page. Sections are numbered sequentially; however, new sections are occasionally added to the tariff. When a new section is added between sections already in effect, a decimal is added. For example, a new section added between Sections 2 and 3 would be 2.1.
- 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 Commission. For example, the 4th Revised Page 14 cancels the 3<sup>rd</sup> Revised Page 14. Because of various suspension periods, deferrals, etc., the most current page number on file with the Commission is not always the tariff page in effect. Consult the Table of Contents for the page currently in effect.
- C. Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

- 2.
- 2.1
- 2.1.1.
- 2.1.1.A.
- 2.1.1.A.1.
- 2.1.1.A.1.(a).
- 2.1.1.A.1.(a).I.
- 2.1.1.A.1.(a).I.(i).
- 2.1.1.A.1.(a).I.(i).(1).

## SECTION 1 – DEFINITIONS

**9-1-1** - A three-digit telephone number used to report an emergency situation requiring a response by a public agency such as a fire department or police department.

**9-1-1 Failure or Outage** - A situation where 9-1-1 calls cannot be transported to the public agency responsible for answering 9-1-1 calls (usually a PSAP).

**9-1-1 Service Provider** - The entity responsible for establishing and overseeing the functions necessary to accept 9-1-1 calls placed by callers and delivering the 9-1-1 calls to PSAPs, using appropriate routing logic and delivering emergency response information such as ANI and ALI.

**Access Line** - The telecommunications line that connects a Local Exchange Carrier, or other Common Carrier, to the Local Exchange Carrier's customer location.

**ALI Database** - A system of manual procedures and computer programs used to create, store and update ALI information.

**Authorized User** - A person, firm or corporation authorized by the Customer or Joint User to be connected to the service of the Customer or Joint User, respectively. An Authorized User must be specifically named in the application for service.

**Automatic Number Identification (ANI)** - A type of signaling provided by a Local Exchange Carrier that automatically identifies the local exchange line from which a call originates.

**Automatic Location Identification (ALI)** - The automatic display, on equipment at the PSAP, of the location of the caller's telephone number, the address for the telephone, including non-listed and non-published numbers and addresses, and other information about the caller's location

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

**Call Bridging** - The act of adding an additional party to an existing call; i.e., the creation of another leg on an existing call to include an additional party. With Call Bridging, the party adding the additional party remains connected to the call after the additional party is added.

**Call Transfer** - The act of adding an additional party to an existing call; the creating of another leg on an existing call to include an additional party. With Call Transfer, the party adding the additional party may disconnect before the additional party answers.

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**SECTION 1-DEFINITIONS (CONT'D.)**

**Central Office (CO) or End Office (EO)** - A switching unit providing telecommunication services to the public, designed for terminating and interconnecting lines and trunks. The term "End Office" and "Central Office" are used interchangeably in this tariff. More than one CO or EO may be located in the same building.

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

**Commission** - Public Utilities Commission of Ohio (PUCO).

**Company** - Whenever used in this tariff, "Company" refers to INdigital telecom, unless otherwise specified or clearly indicated by the context.

**Customer** - A person, partnership, firm, municipality, cooperative organization, corporation, or governmental agency furnished communications service by the Company under the provisions and regulations of this tariff and who is responsible for paying the communication service bills and for complying with applicable rules and regulations of the Company.

**Customer Premises** - A location designated by the Customer for the purposes of connecting to the Company's services.

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

**E9-1-1** - Enhanced 9-1-1.

**E9-1-1 Emergency Service** - A telecommunications service that uses ANI, ALI (including non-listed and non-published numbers and addresses), Selective Routing, and the three-digit number "9-1-1," for reporting police, fire, medical, or other emergency situations to a PSAP for referral to a public safety agency. As used in this tariff, E9-1-1 Emergency Service does not include discretionary equipment purchased, or contracted for that is not essential to the provision of E9-1-1 Emergency Service.

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**SECTION 1 - DEFINITIONS (CONT'D.)**

**ANI data link** - A network connection from an E9-1-1 Selective Routing Tandem capable of transmitting the ANI associated with the caller's local exchange line. The ANI data link is between an E9-1-1 Selective Routing Tandem and a PSAP.

**E9-1-1 Selective Router Trunk** – A trunk from an E9-1-1 Selective Routing Tandem which transmits the voice portion of a call for service to a PSAP. The E9-1-1 Selective Router Trunk may be between an E9-1-1 Selective Routing Tandem and a PSAP or between E9-1-1 Selective Routing Tandems. The latter configuration is also known as an inter Selective Router Trunk.

**E9-1-1 Tandem or E9-1-1 Selective Routing Tandem** -The switch that provides the routing and switching of 9-1-1 calls. The E9-1-1 Tandem controls delivery of the call with ANI to the PSAP and provides Selective Routing, speed calling, selective transfer, fixed transfer, and certain maintenance functions for each PSAP.

**E9-1-1 Trunks** -The trunks that connect from the End Office serving the individual telephone that originates a 9-1-1 call to the E9-1-1 Selective Routing Tandem.

**Emergency Service Number (ESN)** - An ESN is a number, typically three to five digits in length, that maps to a primary 9-1-1 call handler (usually a PSAP), and a set of emergency service agencies (e.g., law enforcement, fire, emergency medical service) that serve a specific range of addresses within a particular geographical area, or Emergency Service Zone (ESZ).

**End User** - The Person or entity that subscribes to (subscriber of record) and/or uses the telecommunications services provided by the Company.

**Facilities** - Central Office equipment, supplemental equipment, apparatus, wiring, cables (outside plant) and other material and mechanisms necessary to or furnished in connection with the services of the Company.

**Governing Authority** - The governing body of a state, county, city, city and county, town, or other governing body (e.g., the board of directors of a special district.) that oversees the 9-1-1 Service Provider(s) within the Governing Authority's jurisdiction.

**Holiday** - New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, or Christmas Day.

**Individual Case Basis (ICB)** - A service arrangement where the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation.

**Internet Protocol (IP)** - A data-oriented protocol used for communicating data across a packet-switched network. IP is a network layer protocol in the Internet Protocol suite and is encapsulated in a data link layer protocol (e.g., Ethernet). As a lower layer protocol, IP provides addressing and packet delivery amongst computers.

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**SECTION 1-DEFINITIONS (CONT'D.)**

**INdigital** - INdigital telecom, issuer of this tariff.

**Joint User** - A person, firm or corporation designated by the Customer as an End User of 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.

**Local Exchange Carrier (LEC)** - Refers to any person, corporation or entity that pursuant to the statutes and rules of the State of Ohio and the PUCO is authorized to provide telecommunications Local Exchange Services on a resale or facilities basis.

**Local Exchange Service** - Refers to local service that allows a subscriber to complete calls through facilities provided for intercommunications to other telephones within a specified area without payment of toll charges. This service also provides access to and from the telecommunication network for long distance calling.

**Master Street Address Guide (MSAG)** - A database of street names and house number ranges within their associated communities that defines ESZs and associated ESNs to enable proper routing of E9-1-1 calls.

**Mbps** - Megabits per second (millions of bits per second).

**National Emergency Number Association (NENA)** - An international not-for-profit organization whose purpose is to lead, assist, and provide for the development, availability, implementation and enhancement of a universal emergency telephone number or system common to all jurisdictions through research, planning, publications, training and education.

**Nonrecurring Charge (NRC)** - The initial charge, usually assessed on a one-time basis, to initiate and establish service.

**Person** - Any individual, firm, partnership, co-partnership, limited partnership, joint venture, association, cooperative organization, limited liability corporation, corporation (municipal or private and whether organized for profit or not), governmental agency, state, county, political subdivision, state department, commission, board, or bureau, fraternal organization, nonprofit organization, estate, trust, business or common law trust, receiver, assignee for the benefit of creditors, trustee, or trustee in bankruptcy or any other service user.

**Premises** - All the space in the same building that a Customer has the right of occupancy to the exclusion of others or shares the right of occupancy with others; and all space in different buildings on continuous property, provided such buildings are occupied solely by one Customer. Foyers, hallways, and other space provided for use of all occupants are considered the premises of the Customer.

**SECTION 1 - DEFINITIONS (CONT'D.)**

**Private Branch Exchange (PBX)** - An arrangement that comprises manual and/or automatic common equipment, wiring and station apparatus, and which provides for interconnection of main station lines associated with an attendant position and/or common equipment located on the Customer's Premises or extended to another Premises of the same Customer.

**Pseudo Automatic Number Identification (pANI)** – Also known as an ESRK (Emergency Service Routing Key) or ESQK (Emergency Service Query Key). A 10 digit number used in place of the actual ANI, and which is used to query routing and ALI databases specifically for Nomadic or mobile device location information. pANI's are generally associated with Wireless or VoIP services.

**Public Agency** - Any state, county, city, city and county, town, municipal corporation, public district, or other public authority located in whole or in part within the state of Ohio that provides or has the authority to provide fire fighting, law enforcement, ambulance, emergency medical, or other emergency services.

**Public Emergency** - The presence of actual or imminent conditions that are either an immediate danger to the health or safety of people, or a likelihood of severe irreparable damage to property.

**Public Safety Answering Point (PSAP)** - A facility equipped and staffed to receive 9-1-1 calls originating in a given area. A PSAP may be designated as primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAPs respond first; secondary PSAPs receive calls on a transfer basis only. PSAPs are staffed by and operate under the direction of the Governing Authority and are responsible to direct the disposition of 9-1-1 calls.

**PUCO** - Public Utility Commission of Ohio (Commission).

**Recurring Charges** - The charges to the Customer, usually monthly, for services, facilities and equipment, that continue for the agreed upon duration of the service.

**Reseller of Local Exchange Service (Reseller)** - For the purpose of this tariff, a Reseller of Local Exchange Service is providing Local Exchange Service.

**Selective Routing** - The routing of a 9-1-1 call from an E9-1-1 Selective Router Tandem to the appropriate PSAP based upon the ANI or pANI associated with the caller dialing 9-1-1.

**Service Commencement Date** - The first day following the date that 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 that does not conform to standards set forth in the Service Order Agreement 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.



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**SECTION 1 - DEFINITIONS (CONT'D.)**

**Service Interruption** - The inability to complete calls due to equipment malfunctions or human errors. Service Interruption shall not include service difficulties such as slow dial tone, circuits busy or other network and/or switching capability shortages. Nor shall Service Interruption include the failure of any service or facilities provided by a Common Carrier or other entity other than the Company.

**Service Order Agreement** - The written request for Company services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order Agreement form by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff.

**Shared Facility** - A facility or equipment system or subsystem that can be used simultaneously by several Customers.

**TDD/Text Phone** - A telecommunications device for use by hearing or speech impaired persons that employs graphic communication in the transmission of coded signals through a wire or radio communication system.

**Telecommunications Device for the Deaf (TDD)/Text Phone Emergency Access** - Provides 9-1-1 access to individuals that use TDD/Text Phones and computer modems.

**Telecommunications Relay Service (TRS)** - These services provide the ability for hearing or speech impaired individuals to communicate, by wire or radio, with a hearing individual in a manner that is *functionally equivalent to communication by an individual without a hearing or speech impairment*. This definition includes telecommunication relay services that enable two-way communications between an individual who uses a TDD or other non-voice terminal device and an individual who does not use such a device.

**Voice over Internet Protocol (VoIP)** - VoIP describes voice calls that are transmitted, in whole or in part via a data network using Internet protocol.

## SECTION 2 – REGULATIONS

### 2.1 Undertaking of the Company

#### 2.1.1 Scope

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

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.

Failure by the Company to assert its rights pursuant to one provision of this tariff does not preclude the Company from asserting its rights under other provisions.

#### 2.1.2 Shortage of Equipment or Facilities

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

#### 2.1.3 Terms and Conditions

- A. **Application of Tariff** - Applications for establishment of service must be made to the Company in writing. These applications become contracts upon approval by the Company and the Customer or the establishment of the service, and shall be subject at all times to the lawful rates, charges and regulations of the Company.
- B. The Company reserves the right to refuse an application for service made by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this tariff until the indebtedness is satisfied.

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

- C. Minimum Period** - Service is provided on month-to-month or on a term agreement basis. The minimum term period is one (1) year unless otherwise specified in this tariff or mutually agreed upon by contract. Penalties may apply for early termination of the term agreement.
- D. Continuation of Service** - Except as otherwise stated in this tariff or an Agreement for Services, at the expiration of the initial term specified in each Service Order Agreement, or in any extension thereof, service shall be renewed automatically for a one (1) year term, unless the Customer provides notice of intent not to renew such agreement at least 60 days prior to the end of the initial or any additional term. Termination shall not relieve the Customer of its obligation to pay any charges incurred under the Service Order Agreement 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 Agreement shall survive such termination.
- E.** This tariff shall be interpreted and governed by the laws of the state of Ohio regardless of its choice of laws provision.

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

- A.** The Company, its affiliates, directors, officers, employees, assignees and/or successors, shall not be liable to a Customer or third party for any personal injury or death and/or any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, and/or loss of enjoyment of life and/or emotional distress damages for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service. Company's services are offered solely to assist Customer in providing E9-1-1 Emergency Service in conjunction with applicable fire, police, and other public safety agencies. By obligation, direct or indirect, to any third party other than Company, Company shall not be liable for civil damages, whether in contract, tort or otherwise, to any person, corporation, or other entity for any loss or damage caused by any Company act or omission in the design, development, maintenance, or provision of the Company's 9-1-1 Services other than an act or omission constituting gross negligence or wanton or willful misconduct.
- B.** The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

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

- C. The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to:
- .1 Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers.
  - .2 Any delay or failure of performance or equipment due to causes beyond the Company control, including but not limited to, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; any law, order, regulation or other action of any governing authority or agency thereof.
  - .3 Any unlawful or unauthorized use of Company facilities and services;
  - .4 Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the material transmitted by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services;
  - .5 Breaches in the privacy or security of communications transmitted over Company facilities;

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

- .6** Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company liability is limited as set forth in paragraph A of this Subsection 2.1.4.
- .7** Defacement of or damage to Customer Premises resulting from the furnishing of services or equipment on such Premises or the installation or removal thereof;
- .8** Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to Company facilities;
- .9** Any non-completion of calls due to network busy conditions;
- .10** Any calls not actually attempted to be completed during any period that service is unavailable;
- .11** And any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of Company services or facilities.

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

- D.** The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.
- E.** 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.
- F.** Failure by the Company to assert its rights pursuant to one provision of this tariff does not preclude the Company from asserting its rights under other provisions.
- G.** Approval of limitation of liability language by the Commission does not constitute a determination by the Commission that the limitation of liability imposed by the Company should be upheld in a court of law. Approval by the Commission merely recognizes that since it is a court's responsibility to adjudicate negligence and consequent damage claims, it is also the court's responsibility to determine the validity of the exculpatory clause.

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

- A.** The Company's obligation to furnish service or to continue to furnish service is dependent on its ability to obtain, retain and maintain suitable rights and facilities, and to provide for the installation of those facilities required to the furnishing and maintenance of that service. At the option of the Company, in managing its facilities, certain regular service restrictions may be temporarily imposed at locations where new or additional facilities being constructed are not readily available to meet service demands.
- B.** The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff.
- C.** 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.
- D.** The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- E.** Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which it was provided.
- F.** The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the Premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

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

**G.** 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 or the Agreement for Services, and to the maintenance and operation of such facilities. Subject to this responsibility, the *Company shall not be responsible for:*

- .1** the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
- .2** the reception of signals by Customer-provided equipment.

**2.1.7 Non-routine Installation**

At the Customer's request, installation and/or non service-affecting 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.

**SECTION 2 - REGULATIONS (CONT'D.)****2.1 Undertaking of the Company (Cont'd.)****2.1.8 Special Construction**

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

- A.** where facilities are not presently available;
- B.** of a type other than that which the Company would normally utilize in the furnishing of its services;
- C.** over a route other than that which the Company would normally utilize in the furnishing of its services;
- D.** in a quantity greater than that which the Company would normally construct;
- E.** on an expedited basis;
- F.** on a temporary basis until permanent facilities are available;
- G.** involving abnormal costs; or
- H.** in advance of its normal construction.

**2.1.9 Ownership of Facilities**

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

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**SECTION 2 - REGULATIONS (CONT'D.)****2.2 Prohibited Uses**

- 2.2.1** 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.
- 2.2.2** The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and Commission regulations, policies, orders, and decisions.
- 2.2.3** The Company may block any signals being transmitted over the Company's network by Customers that cause interference to the Company or other End Users. Customer shall 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.
- 2.2.3** The Company may block any signals being transmitted over the Company's network by Customers that cause interference to the Company or other End Users. Customer shall 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.
- 2.2.4** A Customer, Joint User, or Authorized User may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and Nonrecurring Charges for installation as stated in this tariff or the Agreement for Services may apply.

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**SECTION 2 - REGULATIONS (CONT'D.)****2.3 Obligations of the Customer****2.3.1 General**

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

- A. the payment of all applicable charges pursuant to this tariff;
- B. damage to or loss of Company facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- 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 conduits necessary for installation of communications cable and associated equipment used to provide services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1.C. Any and all 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 and entering into an Agreement for Services with the Customer.

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**SECTION 2 - REGULATIONS (CONT'D.)****2.3 Obligations of the Customer (Cont'd.)****2.3.1 General (Cont'd.)**

- E.** providing a safe place to work and complying with all laws and regulations regarding the working conditions on the Premises where Company employees and agents shall be installing or maintaining Company facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. 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.; 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;
- G.** not creating, or allowing to be placed, any liens or other encumbrances on Company equipment or facilities.

**SECTION 2 - REGULATIONS (CONT'D.)****2.3 Obligations of the Customer (Cont'd.)****2.3.2 Liability of the Customer**

- A.** The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invitees, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- B.** To the extent caused by any negligent or intentional act of the Customer as described in A., preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party pursuant to this tariff, any other tariff of the Company, or with the Agreement for Services, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.
- C.** The Customer shall not assert any claim against any other Customer or End 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 or the Agreement for Services including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or End 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 End 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.

**SECTION 2 - REGULATIONS (CONT'D.)****2.4 Customer Equipment and Channels****2.4.1 General**

An End User may transmit or receive information or signals via the facilities of the Company. Company services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. An End User may transmit any form of signal that is compatible with Company equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.

**2.4.2 Station Equipment**

- A.** Terminal equipment on the Customer'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 Network Interface Device.
- B.** The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to Company 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.

**2.4.3 Network Interface Device (NID)**

The Network Interface Device (NID) permits access to the Company's network. All wiring on the Customer's Premises that is connected to the Company's network shall connect to the network through the Company-provided NID. Any necessary maintenance, repair, or upgrade work to the NID shall be the responsibility of only the Company. The Company will make the decision whether to place the NID inside or outside the Customer Premises. In the event that the Customer requests that the NID be placed in a location other than the location selected by the Company, any additional cost to the Company will be charged to the Customer. Additionally, the Customer shall be responsible for wiring on the Customer's Premises that is not provided by the Company that is connected to the NID.



**SECTION 2 - REGULATIONS (CONT'D.)****2.4 Customer Equipment and Channels (Cont'd.)****2.4.4 Interconnection of Facilities**

- A.** Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing communications services and the channels, facilities or equipment of others shall be provided at the Customer's expense.
- B.** Communications services 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 other communications carriers that are applicable to such connections.
- C.** Facilities furnished under this tariff or the Agreement for Services may be connected to Customer-provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all End User-provided wiring shall be installed and maintained in compliance with those regulations.
- D.** Customers may interconnect communications facilities that are used in whole or in part for interstate communications to services provided under this tariff or the Agreement for Services only to the extent that the End User, for purposes of this subsection 2.4.4.D only, is an "End User" as defined in Section 69.2(m), Title 47, Code of Federal Regulations (1992 edition).

**SECTION 2 - REGULATIONS (CONT'D.)****2.4 Customer Equipment and Channels (Cont'd.)****2.4.5 Inspections**

- A.** Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2 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.
- B.** If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten (10) days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

**SECTION 2 - REGULATIONS (CONT'D.)****2.5 Payment Arrangements****2.5.1 Payment for Service**

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer and to all Authorized Users by the Customer, regardless of whether those services are used by the Customer itself or are resold to or shared with other persons.

- A. The Customer is responsible for the payment of federal excise taxes, state and local sales and use taxes and similar taxes imposed by governmental jurisdictions.
- B. Municipal excise taxes are billed as separate line items and are not included in the quoted rates for service. These items are not included in the quoted rates for service.

**2.5.2 Billing and Collection of Charges**

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

- A. Non-usage sensitive charges will be billed monthly, in advance of the use of the service, and are due within thirty (30) days of the invoice date.
- B. Usage-sensitive charges, if any, will be billed monthly, after the service has been rendered, and are due within thirty (30) days of the invoice date.
- C. Customers will only be charged once for any Nonrecurring Charge.
- D. Upon termination of service, the Customer's final invoice (bill) will be rendered with the next bill cycle.

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

- E.** Billing of the Customer by the Company will begin on the first day following the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the service or facility is available for use.
- F.** Late Payment Fee. If any portion of the payment is not received by the Company, or if any portion of the payment is received by the Company in funds that are not immediately available, then a late payment penalty shall be due the Company. The late payment penalty shall be that portion of the payment not received by the date due minus any charges billed as local taxes multiplied by 1.5%.

**SECTION 2 - REGULATIONS (CONT'D.)****2.5 Payment Arrangements (Cont'd.)****2.5.3 Disputed Bills**

- A.** In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Company will require the Customer to pay the undisputed portion of the bill to avoid discontinuance of service for non-payment. 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.** Unless disputed, the invoice shall be deemed to be correct and payable in full by the Customer. If the Customer is unable to resolve any dispute with the Company, then the Customer may contact the Public Utilities Commission of Ohio toll free at 1-800-686-7826, or for TDD/TTY toll free at 1-800-686-1570, from 8:00 a.m. to 5:00 p.m. weekdays or visit the PUCO website at [www.PUCO.ohio.gov](http://www.PUCO.ohio.gov).

**SECTION 2 - REGULATIONS (CONT'D.)****2.5 Payment Arrangements (Cont'd.)****2.5.4 Changes in Service Requested**

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

**2.5.5 Cancellations and Deferments**

When the Company advises a Customer that ordered services are available on the requested due date, and the Customer is unable or unwilling to accept service at that time, the facilities will be held available for the Customer for a thirty (30) business day grace period. If after thirty (30) business days the Customer still has not accepted service, regular monthly billing for the ordered services may begin, or the facilities will be released for other service order activity, and cancellation charges, including Nonrecurring Charges that would have been applied had the service been installed, may be applied. These cancellation and deferment provisions apply to requests for all Company services.

**2.6 THIS SECTION IS RESERVED FOR FUTURE USE****2.7 THIS SECTION IS RESERVED FOR FUTURE USE**

**SECTION 2 - REGULATIONS (CONT'D.)****2.8 Use of Customer's Service by Others****2.8.1 Joint Use Arrangements**

Joint use arrangements will be permitted for all services provided under this tariff. From each joint use arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the service will be allocated. The Company will accept orders to start, rearrange, relocate, or discontinue service only from the designated Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the service, each Joint User shall be responsible for the payment of the charges billed to it.

**SECTION 2 - REGULATIONS (CONT'D.)****2.9 Cancellation of Service/Termination Liability**

Customers may cancel service orally or in writing, unless specified differently within a term agreement. The Company shall hold the Customer responsible for payment of all charges, including fixed fees, surcharges, etc., that accrue through the end of the Customer's bill cycle, unless otherwise noted in the description of the service affected. If a Customer cancels a Service Order Agreement or terminates services before the completion of the term for any reason whatsoever other than a Service Interruption, the Customer agrees to pay to the Company termination liability charges, as defined below. These charges shall become due as of the effective date of the cancellation or termination and be payable in accordance with Section 2.5.

**2.9.1 Termination Liability**

The Customer's termination liability for cancellation of term or contract service shall be equal to:

- A.** all unpaid Nonrecurring Charges, less any portion of the underlying cost of the Nonrecurring Charges not yet incurred by the Company in preparing to establish service for the Customer; plus
- B.** any disconnection, early cancellation or termination charges reasonably incurred and paid or owed to third parties by the Company on behalf of the Customer; plus
- C.** ninety percent (90%) of the Recurring Charge for the service under the term agreement, multiplied by the number of lines, multiplied by the months remaining in the term agreement.
- D.** Inclusion of early termination liability by the Company in this 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.



**SECTION 2 - REGULATIONS, (CONT'D.)****2.10 Transfers and Assignments**

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

- 2.10.1** to any subsidiary, parent company or affiliate of the Company; or
- 2.10.2** pursuant to any sale or transfer of substantially all the assets of the Company; or
- 2.10.3** pursuant to any financing, merger or reorganization of the Company.

**SECTION 2 - REGULATIONS (CONT'D.)****2.11 Notices and Communications**

- 2.11.1** The Customer shall designate on the Service Order Agreement the address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which Company bills for service shall be mailed.
- 2.11.2** The Company shall designate on the Service Order Agreement 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.
- 2.11.3** Except as otherwise stated in this tariff or the Agreement for Services, all notices or other communications required to be given pursuant to this tariff or the Agreement for Services will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.11.4** 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.

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### **SECTION 3 - SERVICE AREAS**

#### **3.1 Emergency Service Areas**

Emergency Services are provided, subject to availability of facilities and equipment, throughout the State of Ohio.

## **SECTION 4 - SERVICE CHARGES AND SURCHARGES**

### **4.1 Service Order Agreements and Change Charges**

#### **4.1.1 General**

Nonrecurring Charges apply to processing Service Orders Agreements for new service and for changes in service.

**Moves, Changes, Additions** - Applies to Customer-initiated request to move, change or make additions to existing service.

**Record Order Change Charge** - For Customer-initiated request involving changes in Company records.

**SECTION 4 - SERVICE CHARGES AND SURCHARGES (CONT'D)**

**4.1 Service Order Agreements and Change Charges (Cont'd)**

**4.1.2 Rates**

Moves, changes of additions: ICB

Record Order Change Charge: \$50

Note: ICB charge will be determined based upon the specific quantity and requirements of the Customers' requested changes.

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## SECTION 5 - EMERGENCY SERVICES

### 5.1 9-1-1 Emergency Services

9-1-1 Emergency Services are telecommunications services that permit a Public Safety Answering Point (PSAP) to receive emergency calls placed by dialing the number 9-1-1 and/or emergency calls originated by any device capable of originating a voice or text based call to 9-1-1.

9-1-1 Emergency Services support interconnection to other telecommunications service providers for the purpose of receiving emergency calls originated in the other providers' networks. 9-1-1 Emergency Services include 9-1-1 Routing and Transfer Services that use a call management system to either directly perform the selective routing of an emergency call to the appropriate PSAP, or may be used to hand-off the call to a separate 9-1-1 Service Provider (possibly a legacy E9-1-1 Selective Router) for call completion to the appropriate PSAP. 9-1-1 Emergency Services also provide services of call bridging and post call activity reporting.

9-1-1 Emergency Services includes a comprehensive data management and delivery service.

9-1-1 ALI Services provide PSAPs more control over ALI data management accurate data and reporting. 9-1-1 ALI Services allow Customers to optimize their 9-1-1 operations. 9-1-1 ALI Services offers features such as "drill down" metric reporting capabilities for wireline, wireless, and VoIP 9-1-1 calls. The solution includes a web interface for data queries and MSAG management.

9-1-1 Emergency Services are offered subject to the availability of facilities. The Customer is the Governing Authority that is legally authorized to order service and is responsible for the payment of charges and compliance with the terms and conditions of this tariff.

9-1-1 Emergency Services are only available under contract with a minimum term agreement of one (1) year.

**SECTION 5 - EMERGENCY SERVICES (CONT'D.)****5.1 9-1-1 Emergency Services (Cont'd.)****5.1.1 9-1-1 Routing Service**

9-1-1 Routing Service is a public safety grade, specialized managed network for processing 9-1-1 calls that allows the PSAP to accommodate new technologies while simultaneously enabling more control over 9-1-1 call routing operations. INdigital's solution utilizes a redundant, secure IP infrastructure. Facilities and nodes are geographically diverse and are equipped with physically redundant data communications and power equipment that allow for continuous operation and reliability. 9-1-1 Routing Service delivers emergency calls from both traditional and non-traditional voice networks. In addition to processing traditional TDM voice traffic, 9-1-1 Routing Service also provides IP based call processing capabilities.

INdigital 9-1-1 Routing facilitates interoperability and allows for specialized management of different call types. The Customer can designate, capture, and report on specific instructions for handling each of the following call types:

**Wireline:** Supports traditional wireline emergency calls originating from an end office, central office and/or enterprise PBX over standard based Centralized Automatic Message Accounting (CAMA), both analog and digital interfaces, SS7 and PRI interfaces.

**Wireless:** Supports delivery of wireless 9-1-1 calls to assigned PSAPs. Carriers having the capability to provide wireless handset ANI, cell site and sector and/or longitudinal and latitudinal (x,y) coordinates in the appropriate format, may connect directly to the 9-1-1 Routing Service.

**VoIP:** Supports delivery of VoIP emergency calls originating from a VoIP Service Provider. VoIP Service Providers capable of providing calls and data in the appropriate format can connect directly to the 9-1-1 Routing Service.

**SECTION 5 - EMERGENCY SERVICES (CONT'D)****5.1 9-1-1 Emergency Services (Cont'd.)****5.1.2 9-1-1 Routing Service Features****A. Automatic Number Identification Delivery (ANI Delivery)**

ANI Delivery is the feature by which the telephone number or other related routing (pANI) number associated with an inbound 9-1-1 call is received by the Company's 9-1-1 Emergency Services equipment and passed on to the proper PSAP. The ANI or pANI is also used to determine the proper PSAP to receive the inbound call for service.

**B. 9-1-1 Routing Options****Selective Routing**

The routing of a 9-1-1 call to the proper PSAP based upon the location of the caller. Selective Routing is typically accomplished by mapping the ANI or pANI to a physical location. Then associating that location to an ESN which represents the PSAP which serves that area. The ESN identifies the PSAP and possible alternative destinations for a call for service.

**Trunk Only Routing**

Inbound trunks, typically from a given telecommunications carrier, can be designated to route all calls to a given destination, usually a specific PSAP. If Trunk Only Routing is not specified the system will attempt to perform Selective Routing.

**Default Routing**

When an incoming 9-1-1 call cannot be selectively routed due to the reception of an ANI number that is either not stored in the selective router data base, unintelligible ANI or when no ANI number is passed, a predetermined call route will be chosen and the caller will be terminated to the PSAP based upon the incoming trunk facility the call is passed over.

**PSAP Disaster Routing**

If a situation arises where a PSAP must be closed or evacuated, this feature provides specific routing instructions for delivery of calls to back-up locations.



**SECTION 5 - EMERGENCY SERVICES (CONT'D)****5.1 9-1-1 Emergency Services (Cont'd.)****5.1.2 9-1-1 Routing Service Features (Cont'd.)****C. 9-1-1 Transfer Options****E9-1-1 Transfer**

E9-1-1 transfer is a feature that enables a PSAP call taker to perform a supervised transfer of a 9-1-1 call to a secondary destination (possibly another PSAP) by dialing a pre-assigned speed dial code or by use of a single button on an approved Customer telephone system that dials the appropriate code. During the transfer, the 9-1-1 PSAP remains on the line with the caller.

**Manual Transfer**

A PSAP call taker may perform a supervised transfer on an incoming call manually by manually dialing the transfer code then dialing an appropriate seven or 10-digit telephone number.

**D. Alternate Routing**

The Overflow Call feature enables the Customer to designate an alternate call center to handle calls for service if all of the trunks to the Customer are busy.

**E. Network PSAP Toolkit (NPTK)**

The NPTK delivers reporting information for all 9-1-1 calls received at a PSAP. The information includes the ANI received from a 9-1-1 call, the identity of the incoming trunk. Whether the call originated from a wire line, wireless or VoIP device. If wireless, whether the handset was non-initialized or not. The NPTK also maps the location of incoming E9-1-1 calls.

**SECTION 5 - EMERGENCY SERVICES (CONT'D)****5.1 9-1-1 Emergency Services (Cont'd.)****5.1.3 9-1-1 ALI Services****A. MSAG Management**

INdigital provides a data management and administration tool that simplifies the viewing and communication of updates, insertions, and deletions to the MSAG database.

**B. MSAG Services**

INdigital acts as the facilitator with the addressing authority in the creation and maintenance of the MSAG utilizing recognized National Emergency Number Association (NENA) recommended standards.

**C. Subscriber Record Management**

Subscriber Record Management is the collection of service order records from Telephone Service Providers (TSPs), validation of those records against the MSAG, and storage of the records in the ALI database.

**D. ALI Database Updates**

After processing and validating subscriber record updates, INdigital posts ALI records for call routing and for retrieval and display by the PSAP during 9-1-1 calls.

**E. ANI/ALI Discrepancy Resolution**

An ANI/ALI discrepancy occurs when an ALI record delivered to a PSAP does not match the information of the caller. INdigital will investigate ANI/ALI discrepancy reports and refer each discrepancy to the respective TSP for resolution.

**SECTION 5 - EMERGENCY SERVICES (CONT'D)****5.1 9-1-1 Emergency Services (Cont'd.)****5.1.3 9-1-1 ALI Services (Cont'd.)****F. Misroute Resolution**

An E9-1-1 call misroute occurs when a 9-1-1 call is delivered to the incorrect PSAP. INdigital investigates misrouted call reports and refers each misroute report to the appropriate carrier for resolution.

**G. No Record Found (NRF) Resolution**

An NRF occurs when the ANI provided does not exist in the ALI database and/or when NRF is displayed at the PSAP. INdigital will resolve or refer each NRF to the respective TSP for resolution.

**H. Local Number Portability (LNP) Processing**

INdigital supports LNP, which allows subscribers to switch from one TSP to another without changing their phone numbers.

**I. ALI Delivery**

ALI Delivery provides location information via the ALI Data Access Connections to a PSAP during a 9-1-1 call.

**J. Data Support of Wireless and VoIP E9-1-1**

INdigital's database management systems support both Phase I and Phase II wireless and VoIP E9-1-1 call processing. This includes the E2 interface used by wireless service providers to communicate 9-1-1 caller location information to the ALI database.

**K. ALI status and error reporting**

INdigital provides access to reports that provide details on data transactions, the number of records processed, and the number of errors.

**SECTION 5 - EMERGENCY SERVICES (CONT'D)****5.1 9-1-1 Emergency Services (Cont'd.)****5.1.4 9-1-1 Exchange Access**

9-1-1 Exchange Access provides one way call delivery trunks from the 9-1-1 Routing Service to the PSAP. The 9-1-1 Exchange Access trunks are conditioned to allow delivery of ANI to the PSAP. They also allow signaling from the PSAP to the 9-1-1 Routing Service to invoke special features of the 9-1-1 Routing Service, such as transfer, speed dialing, etc.

**5.1.5 ALI Data Access Connections**

ALI Data Access Connections provide the PSAP network access to the ALI Database for ALI Delivery.

**5.1.6 Diverse Facility Routing**

Upon Customer request, and where facilities are available, INdigital will arrange for diverse routing over alternate voice and/or data paths to reduce the potential for service failure as a result of an interruption of transport facilities.

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**SECTION 5 - EMERGENCY SERVICES (CONT'D)****5.2 9-1-1 Emergency Services Rules & Regulations**

- 5.2.1.** The 9-1-1 Emergency Services Customer may be a municipality, other federal, state or local governmental unit, an authorized agent of one or more municipalities or other federal, state or local governmental units to whom authority has been delegated (e.g., PSAP). The Customer must be authorized to subscribe to the service by the Governing Authority and have public safety responsibility to respond to telephone calls from the public for emergency police, fire or other emergency services within the served territory.
- 5.2.2.** 9-1-1 Emergency Services are provided by the Company where facilities and operating conditions permit.
- 5.2.3.** 9-1-1 Emergency Services are not intended as a total replacement for the local telephone service of the various public safety agencies that may participate in the use of this service. The Customer must subscribe to additional Local Exchange Services for purposes of placing administrative outgoing calls and receiving other calls.
- 5.2.4.** Application for 9-1-1 Emergency Services must be executed in writing by the Customer. If execution is by an agent, satisfactory evidence of the appointment must be provided in writing to the Company. At least one local law enforcement agency must be included among the participating agencies.
- 5.2.5.** 9-1-1 Emergency Services are provided solely for the benefit of the Customer as an aid in handling 9-1-1 calls in connection with fire, police and other emergencies. The provision of 9-1-1 Emergency Services by the Company shall not be interpreted, construed, or regarded, either expressly or implied, as being for the benefit of or creating any relationship with or any Company obligation direct or indirect, to any third person or entity other than the Customer.
- 5.2.6.** The Company does not undertake to answer and/or forward 9-1-1 or other emergency calls, but furnishes the use of its facilities to enable the Customer's personnel to respond to such calls.
- 5.2.7.** The rates charged for 9-1-1 Emergency Services do not contemplate the inspection or constant monitoring of facilities that are not within the Company's control, nor does the Company undertake such responsibility. The Customer shall make such operational tests that are required in the judgment of the Customer. The Customer shall promptly notify the Company in the event the system is not functioning properly.

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**SECTION 5 - EMERGENCY SERVICES (CONT'D)****5.2 9-1-1 Emergency Services Rules & Regulations (Cont'd)**

**5.2.8.** The Company's liability for any loss or damage arising from errors, interruptions, defects, failures, or malfunctions of this service or any part thereof shall not exceed an amount equivalent to the pro rata charges for the service affected during the period of time that the service was fully or partially inoperative.

**5.2.9.** The Customer must furnish the Company its agreement to the following terms and conditions.

- A.** That all 9-1-1 or other emergency calls will be answered on a 24-hour day, seven-day per week basis.
- B.** That the Customer has responsibility for dispatching the appropriate emergency services, or will undertake to transfer all emergency calls received to the governmental agency with responsibility for dispatching such services, to the extent that such services are reasonably available.
- C.** That the Customer will develop an appropriate method for responding to calls for nonparticipating agencies that may be directed to their PSAP by calling parties.
- D.** That the Customer will subscribe to Local Exchange Service at the PSAP location for administrative purposes, for placing outgoing calls, and for receiving other calls.

**5.2.10.** When 9-1-1 ALI Services are provided, the Customer is responsible to:

- A.** Provide information regarding the jurisdictional boundaries associated with all involved public safety agencies.
- B.** Support the creation of a master address file for use in validating subscriber address information and application of appropriate jurisdictional responsibility.
- C.** Define the unique combinations of public safety agencies (police, fire, medical, etc.) responsible for providing emergency response services in any specific geographic location.

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**SECTION 5 - EMERGENCY SERVICES (CONT'D)****5.2 9-1-1 Emergency Services Rules & Regulations (Cont'd)**

**5.2.11.** When 9-1-1 Routing is provided, the Customer is responsible for identifying a primary and secondary PSAP. All overflow calls will be delivered to a PSAP even when all of the Customers trunks are busy.

**5.2.12.** After establishment of service, it is the Customer's responsibility to continue to verify the accuracy of the routing information contained in the master address file, and to advise the Company of any changes in street names, establishment of new streets, closing and abandonment of streets, changes in police, fire, emergency medical or other appropriate agencies' jurisdiction over any address, annexations and other changes in municipal and county boundaries, incorporation of new cities or any other matter that will affect the routing of 9-1-1 calls to the proper PSAP.

**5.2.13.** The following terms define the Customer's responsibilities with respect to any information provided by the Company to the Customer as part of 9-1-1 ALI Services:

- A.** Such information shall be used by the Customer solely for the purpose of aiding the Customer in more accurately identifying, updating and/or verifying the addresses of subscribers within the Customer's serving areas in connection with the Customer's provision of emergency response services.
- B.** Customer shall strictly limit access to the information to those authorized employees of the Customer with a need to know and those employees actually engaged in the provision of emergency assistance services.
- C.** Customer shall use due care in providing for the security and confidentiality of the information.
- D.** Customer shall make no copies of the information except as may be essential for the verification of emergency assistance services.

**SECTION 5 - EMERGENCY SERVICES (CONT'D)****5.2 9-1-1 Emergency Services Rules & Regulations (Cont'd)**

**5.2.14.** Each Customer agrees to release, indemnify, defend and hold harmless the Company from any and all loss, claims, demands, suits, and other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person: (1) for any personal injury to or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by the Customer or others, and which arises out of the negligence or other wrongful act of the Company, the Customer, its user agencies or municipalities or employees or agents of anyone of them, or (2) for any infringement or invasion of the right of privacy of any person or persons, 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 9-1-1 Emergency Services and the equipment associated therewith, including, but not limited to, the identification of the telephone number, address, or name associated with the telephone number used by the party or parties accessing 9-1-1 Emergency Services hereunder, or (3) arising out of any act or omission of the Customer, in the course of using services provided pursuant to this tariff.



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**SECTION 5 - EMERGENCY SERVICES (CONT'D)****5.3 9-1-1 Emergency Services Rates and Charges**

	<u>Nonrecurring Charge</u>	<u>Monthly Charge</u>
9-1-1 Routing Service	ICB	ICB
9-1-1 ALI Services	ICB	ICB
9-1-1 Exchange Access Trunks	ICB	ICB
ALI Data Access Connections	ICB	ICB
Diverse Facility	ICB	ICB

## Note:

1. Additional charges may be rendered by other local exchange carriers in connection with the provisioning of E9-1-1 Emergency Service to the Customer.
2. ICB pricing to be determined based upon unique service configuration requirements for each Customer including, but not limited to, term of agreement, volume of subscribers served, and proximity of Customer to Company facilities.

**SECTION 6 - SPECIAL ARRANGEMENTS****6.1 Special Construction****6.1.1 Basis for Charges**

Basis for Charges where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariffs, charges will be based on the costs incurred by the Company (including return) and may include:

- A. Nonrecurring Charges;
- B. Recurring Charges;
- C. termination liabilities;
- D. or combinations of (A), (B), and (C).

**6.1.2 Basis for Cost Computation**

The costs referred to in 6.1.1 preceding may include one or more of the following items to the extent they are applicable:

- A. Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
  - .1 equipment and materials provided or used;
  - .2 engineering, labor, and supervision;
  - .3 transportation;
  - .4 and rights of way and/or any required easements
- B. Cost of maintenance.

## **SECTION 6 - SPECIAL ARRANGEMENTS (CONT'D)**

### **6.1 Special Construction (Cont'd.)**

#### **6.1.2 Basis for Cost Computation (Cont'd.)**

- C.** Depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage.
- D.** Administration, taxes, and uncollectible revenue on the basis of reasonable average cost for these items.
- E.** License preparation, processing, and related fees.
- F.** Tariff or Agreement for Services preparation, processing and related fees.
- G.** Any other identifiable costs related to the facilities provided; or
- H.** An amount for return and contingencies.

**SECTION 6 - SPECIAL ARRANGEMENTS (CONT'D)****6.1 Special Construction (Cont'd.)****6.1.3 Termination Liability**

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

- A.** The period upon which termination liability is based is the estimated service life of the facilities provided.
- B.** The amount of the maximum termination liability is equal to the estimated amounts (including return) for:
  - .1** Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include: (a.) equipment and materials provided or used; (b.) engineering, labor, and supervision; (c.) transportation; and (d.) rights of way and/or any required easements;
  - .2** license preparation, processing, and related fees;
  - .3** tariffs or Agreement for Services preparation, processing and related fees;
  - .4** cost of removal and restoration, where appropriate; and
  - .5** any other identifiable costs related to the specially constructed or rearranged facilities.

**SECTION 6 - SPECIAL ARRANGEMENTS (CONT'D)****6.1 Special Construction (Cont'd.)****6.1.3 Termination Liability**

- C.** The termination liability method for calculating the unpaid balance of a term obligation is obtained by multiplying the sum of the amounts determined as set forth in Section 6.1.3.B preceding by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined in Section 6.1.3.B preceding shall be adjusted to reflect the recalculated estimated net salvage, including any reuse of the facilities provided. This amount shall be adjusted to reflect applicable taxes.
- D.** 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.

**SECTION 6 - SPECIAL ARRANGEMENTS (CONT'D)****6.2 Non-Routine Installation and/or Maintenance**

At the Customer's request, installation and/or non service-affecting maintenance may be performed outside the Company's regular business hours or (in the Company's sole discretion and subject to any conditions it may impose) in hazardous locations. In such cases, charges based on the cost of labor, material, and 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.

**6.3 Individual Case Basis (ICB) Arrangements**

Rates for ICB arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer, or prospective Customer, for service that falls within this Special Arrangements section. Rates quoted in response to such requests may be different for tariffed service than those specified for such service in the Rate Attachment. ICB rates will be offered to Customers in writing and will be made available to similarly situated Customers.

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## SECTION 7 - EMERGENCY SYSTEM LISTING EXTRACTS

### 7.1 General

The Company offers Emergency System Listing Extract (ESLE) service pursuant to Ohio Revised Code Section 4931.49 (F) (5) to support the ability of Customers to make broadcast notification calls to areas under their respective jurisdictions in the event of Public Emergencies.

### 7.2 ESLE Regulations

**7.2.1.** ESLE service is offered for the purpose of permitting Customers to make broadcast notifications to particular geographic areas and the associated local telephone numbers in those areas in the event of Public Emergencies. Customers ordering ESLE service must provide the Company with written certification of their authority to make Public Emergency notifications.

**7.2.2.** Customers may not use ESLE data in connection with E9-1-1 Emergency Service.

**7.2.3.** The Company will provide 10-digit telephone numbers and associated addresses to the extent such information is present in the Company's ALI database.

**7.2.4.** ESLE service will include ALI information obtained by the Company from the Local Exchange Carriers providing Local Exchange Service in a PSAP's jurisdiction. ESLE service includes ALI information obtained from entities that operate PBXs and have requested that appropriate information be maintained in the Company's ALI databases.

**7.2.5.** The ESLE data may not be reproduced in any manner without the express written consent of the Company. Upon request the Customer will return all ESLE information to the Company or certify that the information has been destroyed.

**7.2.6.** The Company will provide ESLE only for the jurisdictional area where a PSAP is authorized to provide emergency services.

### 7.3. ESLE Features

#### 7.3.1. Data Elements

The following data elements, where they exist in the ALI database, will be provided on each data record supplied to the Customer for ESLE service:

Telephone Number  
Service Address  
Class of Service

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**SECTION 7 - EMERGENCY SYSTEM LISTING EXTRACT (CONT'D.)****7.3 ESLE Features (Cont'd.)****7.3.2. Full Extract**

The initial or subsequent extraction of all records in the ALI database that are in the requesting Customer's service area. Full Extracts are available only on a monthly basis.

**7.3.3 Incremental Update**

An extract containing only additions, deletions and modifications of records in the ALI database since the last Full Extract or Incremental Update that was provided to the Customer. Incremental Updates are available on a weekly or monthly basis.

**7.4. ESLE Rates and Charges**

	<u>Nonrecurring Charge</u>	<u>Recurring Charge</u>
Full Extract of ESLE data	\$480.00	-
Subsequent Full Extracts of ESLE data:	-	\$300.00
Incremental Updates	-	\$200.00

**Note:**

1. Customer may order: (a) an initial Full Extract; (b) an initial Full Extract with subsequent monthly Full Extracts; or (c) an initial Full Extract with Incremental Updates on a monthly or weekly basis.
2. A Nonrecurring Charge applies for the initial Full Extract.
3. A monthly Recurring Charge applies for subsequent monthly Full Extracts.
4. A monthly Recurring Charge applies for Incremental Updates. The Customer may choose to receive Incremental Updates on either a monthly or weekly basis, but regardless of the frequency selected, the Recurring Charge for Incremental Updates will be on a monthly basis.



## **EXHIBIT 2**

### **Proposed Carrier-to-Carrier Tariff**

INdigital telecom provides highly specialized and customized public safety integration services to Telecommunications Carriers and Emergency Services Telecommunications Carriers. These services include proprietary non-regulated information technologies services and other non-regulated IP (Internet Protocol) based technologies. INdigital telecom has found by experience that Commercial Agreements provide a more suitable method of entering into a contractual arrangement with a purchasing carrier for these types of services and will not be offering these types of services in a Wholesale Tariff service offering.

INdigital telecom is currently negotiating Commercial Agreements with several local exchange carriers.

## **EXHIBIT 3**

### **Description of Services**

INdigital telecom (INdigital) is seeking statewide authority as a competitive emergency services telecommunications carrier in the state of Ohio. INdigital intends to serve the needs of the public safety community in Ohio by offering authorized Public Safety Answering Points (PSAPs) and government agencies with competitive alternative options to their current incumbent-based legacy 9-1-1 services. These services embrace next generation technologies such as internet protocol (IP) based technologies that will provide PSAPS with the capabilities to receive and process multiple fields of information from emergency callers. Specifically, INdigital's 9-1-1 services permit calls originating by personal communications devices that dial 9-1-1 or another emergency number to be delivered to an authorized countywide 9-1-1 system which may include one or more Public Safety Answering Point ("PSAP"). See attached diagram.

INdigital's services support interconnection to other telecommunications services providers for the purpose of receiving emergency calls that originate in their networks. These services include using network elements to selectively route 9-1-1 emergency calls to the appropriate PSAP, or to hand-off the call to a different 9-1-1 Service Provider, such as an ILEC, or other competitive emergency services telecommunications carrier for call completion to the appropriate PSAP.

INdigital has LEC authority in Indiana, Kentucky, and Michigan. The company has approved inter connection agreements with some carriers and is in the process of negotiating or obtaining final approvals for other carriers. INdigital also has commercial agreements with some carriers and is in the process of negotiating commercial agreements with other carriers.

INdigital was formed in 1995 by a group of Independent telephone companies who wanted to participate in the upcoming FCC PCS spectrum auction. In time, the company became a prime network and specialized as a design/build contractor supporting the wireless industry in Indiana, Ohio, Michigan, Kentucky and Tennessee.

In 2004, INdigital Telecom was selected by the Indiana Wireless 9-1-1 Advisory Board to build a new E9-1-1 network. The company built a state wide private, high speed IP 9-1-1 network, which was the first of its kind in the United States. The project is known today as the IN911 network. The IN911 network uses IP connectivity, providing Indiana's emergency service providers with an innovative platform for new types of emergency services.

INdigital is active in many 9-1-1 industry segments, associations and standards development organizations, including APCO, NENA, ATIS and IETF. The INdigital management team is active in multiple 9-1-1 industry taskforce projects and FCC workgroups. The company has played a key role in the US DOT Next Generation (NG)

9-1-1 trials, and provided network and intellectual resources to support the NG proof of concept.

INdigital has a large portfolio of public safety products, and is known throughout the industry for innovation that produces results. These services include 9-1-1 call routing, ALI database Services, administrative tools, nuisance call and CPE solutions.

INdigital's BAS-EC (BASic – Emergency Communications) is a high value SIP based call taking platform that supports 9-1-1 and administrative telephone service. The service is delivered through a secure and private IP based network. All inbound and outbound call traffic is delivered through well defined and controlled access points. Based on a reliable, high value off the shelf phone system that uses VoIP (voice over IP) technology, this platform can be custom designed for PSAPs, and can also be easily expanded to other satellite agencies.

INdigital also provides Automatic Location Identification (ALI) database services. This includes storing, updating and making available for 9-1-1 call display, the names, street addresses and associated telephone numbers provided by carriers located within the authorized 9-1-1 jurisdiction and providing a selective routing database (SRDB) file. INdigital's 9-1-1 database services also accommodate dynamic call routing for wireless VoIP and wireline calls.

INdigital's NPTK (Network PSAP Tool Kit) provides 9-1-1 PSAP Directors the ability to run clear, understandable reports that show in depth 9-1-1 call statistics. The service is a network based user tool that is accessed in a secured password protected environment. PSAP Directors can run reports that show call statistics for geographical areas, volumes of calls, types of calls ie...wireless, wireline, NSI (non service initialized), VoIP. Validated users can have access to call detail records for investigation and troubleshooting.

In addition to these services, INdigital has the following services under development. CACR (Custom Annoyance Call Routing). With CACR, the PSAP can request that nuisance calls are sent to a specific destination or to a custom recorded announcement. The 9-1-1 agency can send calls to a specific number or call taker within their agency or other delivery point. This service is still in the development stage, and the FCC has not issued a clarifying order regarding nuisance 911 calls. This service is offered pending regulatory approval and is currently available only from limited wireless carriers.

INdigital has created an innovative text and Instant Messaging (T.IM) system designed to meet the needs of the speaking and hearing impaired. (and regular users too).

This emergency service platform is the third generation of our work, and is designed for public initiated emergency 'calls' when speaking is not an option.

These may include abduction, held in locked in a trunk of a car, held hostage, or hiding from an intruder. Key benefits of the platform include:

- the location of the 'caller' is updated in near real time by GPS and network based location information
- easy to use interface, with preference settings
  - choice of language preference
  - identify speaking or hearing limitations to the 911 center
  - control for release of personally identifiable information (PII), which is protected by preference settings
- phone software that turns off the handset ringer to avoid detection
- text to speech option for limited vision
- user selectable text sizes (varies by phone)

with permission from the user, the 911 call taker can:

- listen to audio from the mobile internet device
- receive pictures from the caller
- receive video from the caller (limited to certain handsets)
- continue to track the user while the application runs in the background (limited to individual phone capabilities)

call takers can:

- 'add-in' other call takers within their agency (or partner agencies)
- open a voice path to other call takers and supervisors
- create a CAD (computer aided dispatch) record of the T.IM session
- login or logout of the call taking queue
- play back a T.IM session or pull up the log of the call and associated multi-media attachments
- IM other call takers on a closed, secure network

This list is just part of the overall capabilities of the T.IM system

As a provider of 9-1-1 services, INdigital considers security paramount. INdigital has integrated safeguards into its infrastructure, both on the service provider end and the customer end, to protect against viruses and cyber exploits and attacks. Security deters

outside influences from adversely affecting system operation and permits only appropriate access to the system's information.

INdigital's systems that are accessible through the network, including the NPTK, are protected by a secure access process that requires authentication through a unique user name, unique user password and a code randomly generated at time of access via a secure ID token. The use of this secure ID restricts users to their own data, protecting confidentiality. Passwords are force changed and monitored on regular intervals.

Firewalls and network infrastructure are configured with network intrusion detection in place to warn network security personnel of abnormal traffic patterns as well as providing the needed forensics to follow up on any attempted attack.

In addition to abiding by Ohio's purely telephony regulations, INdigital has additional responsibilities under Ohio Administrative Code ("OAC") Chapter 4901:1-8 and in particular, to OAC Rule 4901:1-8-05 (H) pertaining to retaining and recording reliability information it collects from PSAPs. Below is a description of INdigital's error resolution processes and mechanisms.

- **ANI/ALI Discrepancy Resolution** – An ANI/ALI discrepancy occurs when an ALI record delivered to a PSAP does not match the information of the caller. INdigital investigates all PSAP-reported ALI discrepancy transactions. INdigital will investigate ANI/ALI discrepancy reports and refer each discrepancy to the respective TSP within one (1) business day of receipt, and will update the database management system within one (1) business day of resolution.
- **Misroute Resolution** – A misroute occurs when a 9-1-1 call is delivered to the incorrect PSAP. INdigital investigates and resolves all PSAP-reported misrouted calls. INdigital expeditiously investigates ANI/ALI misroute reports and refers each misroute report to the appropriate TSP within one (1) business day of receipt. Updates are made to the database management system within one (1) business day of receiving the corrected information from the TSP.
- **No Record Found (NRF) Resolution** – A No Record Found (NRF) condition occurs when the ANI provided does not have a corresponding ALI record in the ALI database and/or when NRF is displayed at the PSAP. INdigital's systems will automatically detect NRF issues and provide that information to the designated INdigital Data Integrity Analyst for resolution. INdigital will resolve or refer each NRF to the respective TSP within one (1) business day of receipt. Within one (1) business day of resolution, INdigital will update the ALI database.
- **INdigital's Data Management Process** – The Telecommunication Service Provider (TSP) sends a Service Order Input (SOI) file to INdigital's Transaction Services System (TSS). Validated records are entered in a Telephone number ("TN") Table; invalid records are entered in an error table. Invalid records are reviewed

by a Data Integrity Analyst who refers them to the TSP for correction. INdigital provides the TSPs with an Error/Status File daily.

- Master Street Address Guide (MSAG) Management Software – INdigital provides an electronic method of communication between the INdigital Data Integrity Analysts and regional addressing authorities for MSAG data management. This tool is a state-of-the-art, secure, Internet-based data management and administration tool that uses an industry standard web browser technology. The MSAG management software automates the viewing and communication of updates, insertions, and deletions to the MSAG database. The MSAG management software provides a cost-effective mechanism to electronically query and review MSAGs, and electronically submit MSAG updates. The MSAG Management software allows for submission of error corrections by the PSAP.

INdigital tracks all data transactions processed through INdigital network systems and provides PSAPs access to the comprehensive compliance reports that provide details on data transactions, the number of records processed, and the number of errors.

- Reporting Tool – INdigital gives each PSAP access to information within their respective ALI database to help make better and timelier management decisions. Insights drawn from the PSAPs ongoing database activity can improve operations and ultimately save lives. PSAPs can use this information to streamline processes and reduce present and potential errors.

INdigital's NPTK reporting tool provides the PSAP with the ability to capture and use information to more efficiently manage ongoing 9-1-1 operations. These include multiple views of 9-1-1 call data, ALI activity, and error status, with drill-down capabilities to investigate or isolate data to meet each PSAP's informational needs.

INdigital will comply with all applicable OAC Rules including but not limited to OAC Rule 4901:1-6-10, and Rule 4901:1-8. INdigital currently has a comprehensive program dealing with emergency operations that meet the requirements of either of these rules. The resources that INdigital will make available to service interruptions that may occur on its facilities or affect delivery of enhanced 9-1-1 service within the State of Ohio begin with the INdigital Systems Operations Center (ISOC) using a systems and facility monitoring system to monitor all hardware and applications wholly owned and managed by INdigital. INdigital's ISOC monitors all INdigital systems on a 24 hour, 7 days per week, 365 days per year basis. INdigital performs monitoring of all voice and data communications links. INdigital follows agreed upon notification and escalation procedures with all customers.

INdigital systems are designed such that the vast majority of service issues can be resolved remotely through our monitoring and management systems. In the event that a

local response is required, INdigital has contracted with local service teams to provide service response appropriate for 9-1-1 emergency systems.

In the highly unlikely event that INdigital should lose call or data processing capabilities at its Fort Wayne headquarters, INdigital has a comprehensive Business Recovery Plan that can be activated by the Technical Operations Group management team. This plan includes both elements of data center and/or system replacement as well as workforce relocation.

Emergency power safeguards that INdigital has included within its system design to support its other 9-1-1 and basic exchanges services are especially important. INdigital's minimum requirements for power systems at each of our sites are as follows:

- Minimum of One Commercial Utility Delivery

- Dual power circuits (A&B power from diverse feeds per equipment rack)

## **EXHIBIT 4**

### **Description of Proposed Market Area**

INdigital telecom will offer its emergency services throughout the State of Ohio to any public safety agency that is legally authorized to subscribe to the service and has public safety responsibility by law to respond to emergency calls from the public for police, fire, emergency medical service, or any other emergency service within their legally authorized jurisdiction.



**EXHIBIT 5**  
**Explanation of How the Proposed Services in the**  
**Proposed Market Area are in the Public Interest**

Traditionally, E9-1-1 service has been provided for authorized Ohio 9-1-1 public safety agencies by incumbent local exchange carriers (ILECs). Currently, the ILECs have provided a dedicated network that typically consists of a tandem central office switch that has the capability of selectively routing E9-1-1 calls to a PSAP based on the location of the caller. In most cases, the ILEC network is not capable of transferring emergency calls to PSAPs that use a different ILEC's E9-1-1 network. While this technology has been efficient, its capabilities are challenging when dealing with the relentless march of the public toward the use of non-traditional technologies to place calls for help such as text messaging.

INdigital's mission is to provide innovative telecom services that are market leaders in the government and business sectors. Our goal is to provide universal and open access to our company's services and enhance the quality of life in the markets we serve.

In 2004, INdigital was selected by the Indiana Wireless 9-1-1 Advisory Board to build a new E9-1-1 network. The company built a private, high speed IP network, the first of its kind in the United States. This network uses the most modern, state-of-the-art technology available: a self-healing fiber optic network (SONET) that serves as a transport network for a diverse IP-based 'mesh network' that delivers wireless 9-1-1 voice and ALI data using Internet Protocol (IP) technology. The network is connected to over 100 different agencies serving Indiana and delivers around 3 million 911 calls a year using IP standards, technology and emerging Next Generation 911 concepts.

In Ohio, INdigital's emergency service offerings will provide competitive options to their legacy systems using state-of-the-art technology. INdigital's goals are to provide a seamless infrastructure to deliver a consistent and equitable level of service regardless of the technology used to originate calls for help, to PSAPs, thereby improving the quality of E9-1-1 service to the public.

Natural disasters, terrorist attacks, and other types of disasters demand that E9-1-1 Public Safety Answering Points (PSAPs) and emergency responders have the ability to communicate efficiently and have the ability to transfer voice and data among themselves to facilitate the response during an emergency. In many cases, emergency situations do not respect state and jurisdictional borders. Wireless technology does not either. It is often necessary for PSAPs in adjacent states to have the capability to transfer 9-1-1 calls and data among themselves.

INdigital's proposed emergency service offerings can bring transfer capability between state jurisdictions to the state of Ohio, particularly those that border Indiana. This can greatly facilitate an emergency response during an emergency which will benefit Ohio citizens that reside or are traveling in state border areas.

INdigital's suite of products are flexible, modular, and can be used by PSAPS and Public Safety agencies with others vendors products. This flexibility does not lock a customer in to a an end-to-end "proprietary design" and will allow customers the ability to tailor the service to meet their specific technological and economic needs.

INdigital supports the industry's migration to Next Generation 9-1-1 services. INdigital has partnered with vendors and software developers in active NENA NG Standards development to get a "whole world" perspective. INdigital employees participate in and support various industry committees and initiatives. Mark Grady, the Founder and President of INdigital, is currently serving as the technology co-leader of the FCC's Communications Security, Reliability and Interoperability Council's (CSRIC) 4B industry work group and is a National Emergency Number Association (NENA) Emergency Number Professional (ENP).

INdigital telecom has published various whitepapers based on their experience of operating the statewide Indiana IP based E9-1-1 network, otherwise known as IN911. The following INdigital whitepapers are designed as guides to the industry to address issues and solutions that INdigital developed while operating the IN911 network and can be found on INdigital's website at [www.indigital.net](http://www.indigital.net).

**ALI to GIS interface protocol for 9-1-1 calls** – a whitepaper guide to the display of NG9-1-1 call data on GIS (geographic information systems)

**IN911 network whitepaper** – a guide to developing network applications and interfaces with 9-1-1 Customer Premise Equipment.

**E9-1-1 Crankback routing on the INdigital E9-1-1 network** – a whitepaper guide to the SS7 Crankback feature for routing legacy E9-1-1 calls in a transitional NG9-1-1 environment.

**Custom Annoyance Call Routing (CACR) for WE9-1-1 nuisance calls** – a whitepaper guide to custom routing of 9-1-1 nuisance calls that transit the IN911 network.

Approving INdigital's application to become an Emergency Services telecommunications carrier in Ohio is in the Public's interest because it will allow a highly experienced and capable company to offer innovative emergency services that will enhance the quality of life for the Public.

## **EXHIBIT 6**

### **Description of the Class of Customers that the Applicant Intends to Serve**

INDigital telecom intends to serve countywide 9-1-1 Authorities and Public Safety Answering Points (PSAPS) on a countywide system basis in the State of Ohio.

## **EXHIBIT 7**

### **Evidence of Registration with the Ohio Department of Taxations**

See attached letter.

JUN. 17. 2011 4:19PM

NO. 7468 P. 2

**Department of  
Taxation**

Taxpayer Services Division  
P.O. Box 182382  
Columbus, Ohio 43218-2382  
Phone: 888-405-4039  
TTY/TDD: 800-750-0750  
<http://tax.ohio.gov>

**CERTIFICATE OF REINSTATEMENT/QUALIFICATION**

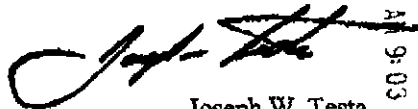
This certificate certifies that all Ohio Corporation Franchise Tax reports required to be filed have been filed, and all reported taxes or fees have been paid for all franchise tax years up through and including franchise tax year 2009. Additional tax liability may be incurred at a later date due to an examination or audit of the corporation's franchise tax reports.

**COMMUNICATIONS VENTURE CORPORATION**

Charter: 1026627

Corporation Reinstatement (D-3) (X)  
Corporation Qualification (D-4) ( )

Certificate issue date: April 20, 2011

  
Joseph W. Testa  
Tax Commissioner

2011 JUN 21 AM 9:03

**Please Note:**

This certificate must be filed with the Ohio Secretary of State at the address listed below:

Ohio Secretary of State  
180 East Broad Street  
1<sup>st</sup> Floor  
Columbus, OH 43215  
877-767-3453

*In addition, a check for \$25.00, payable to the Ohio Secretary of State, must accompany this Certificate in order to reinstate the corporate charter.*

## **EXHIBIT 8**

### **Ohio Secretary of State Certification of Good Standing**

See attached.

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

*I, Jon Husted, 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 **COMMUNICATIONS VENTURE CORPORATION**, an Indiana corporation, having qualified to do business within the State of Ohio on July 27, 1998 under License No. 1026627 is currently in **GOOD STANDING** upon the records of this office.*



*Witness my hand and the seal of the  
Secretary of State at Columbus, Ohio  
this 27th day of June, A.D. 2011*

A handwritten signature in black ink that reads "Jon Husted".

Ohio Secretary of State

Validation Number: V2011178J67ACA

**\*201117300822\***

DATE:	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
06/23/2011	201117300822	FOREIGN/REINSTATEMENT (FRE)	25.00	.00	.00	.00	.00

**Receipt**

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

COMMUNICATIONS VENTURE CORP  
5312 W WASHINGTON CENTER RD  
FT WAYNE, IN 46818

**STATE OF OHIO  
CERTIFICATE**

**Ohio Secretary of State, Jon Husted**

**1026627**

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

**COMMUNICATIONS VENTURE CORPORATION**

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

Document(s)

**FOREIGN/REINSTATEMENT**

Document No(s):

**201117300822**



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 21st day of June, A.D.  
2011.

A handwritten signature in black ink that reads "Jon Husted".

Ohio Secretary of State



## **EXHIBIT 9**

**Communications Venture Corporation/dba INdigital telecom**

**Executive Summary of Financial Information**

**Confidential – Exhibit included with motion for protective order.**

**EXHIBIT 10**

**Financial Statement**

**Confidential – Exhibit 10 included with motion for protective order.**

**EXHIBIT 11**

**Documentation to Support Cash and Funding Sources**

**Confidential – Exhibit 10 included with motion for protective order.**

## **EXHIBIT 12**

### **Technical and Managerial Expertise**

See attached.

## **Biographical Information on Key Individuals**

### **Mark Grady**

#### **Founder and President , Communications Venture Corp d/b/a INdigital Telecom**

Mark Grady is the founder and president of INdigital telecom, a competitive local exchange carrier and 9-1-1 network service provider based in Fort Wayne, Indiana. INdigital focuses on 911 operations and research and technology development. The company has created several new service platforms that improve public safety.

Mark has worked at New Paris Telephone, Inc since 1982. New Paris Telephone is a locally owned independent telephone company. The company has a long history of progress and innovation in the areas of switching and network operations and customer service.

New Paris is a cost company under the FCC rules, and is a Rural Utilities Service (RUS) borrower. Mark has been in the role of day to day management since 1987, and has been active in state and national industry study groups, technical, operational and policy committees. The company was the first investor owned telecom utility to be deregulated by the IURC in 1990. He has participated in multiple industry task forces over the past 28 years.

Mark was a member of the National Exchange Carrier Association (NECA) Board of Directors, and also served on the Average Schedule, Common Line and Subset III sub-committees. He is a past chairman of NECA Independent Services. He was also a member of the Alliance for Telecommunications Industry Solutions (ATIS) ordering and billing forum (OBF) following the enactment of the 1996 Telecommunications Act.

In addition to leadership in these industry and trade association venues, Mark is active in business development, and was instrumental in forming the Indiana Fiber Network (IFN) which is now owned by 21 Indiana telcos.

With his co-workers at INdigital, they have built a statewide IP-based public safety network for the Indiana E9-1-1 Wireless Advisory Board, which is chaired by state of Indiana State Treasurer Richard Mourdock.

The network routes calls from 11 wireless providers to 137 public safety answering points (PSAPs) statewide. Mark has extensive industry experience in almost all levels of the telephone and public safety industry, and is a National Emergency Number Association (NENA) Emergency Number Professional (ENP). He is currently serving as the technology co-leader of the FCC's Communications Security, Reliability and Interoperability Council's (CSRIC) 4B industry work group.

With his co-workers, INdigital is developing a number of Next Generation 9-1-1 service platforms that will expand existing industry standards and provide improved methods of access to emergency services for the speaking and hearing impaired community.

## **Jon Whirledge**

### **Chief Financial Officer**

Jon Whirledge is the Chief Financial Officer of INdigital telecom. Jon graduated from Grace College and Theological Seminary in May of 2007, with both a Bachelor of Science in Business Administration and a Bachelor of Science in Marketing. Course work emphasis included Small Business Management, Organizational Communication, Marketing Research, Business Law and Corporate Finance and Financial Accounting.

Jon joined New Paris Telephone in 2000 as a student intern in the Finance and Accounting Department. In 2005, Jon joined the company in a full time capacity as a Financial Analyst.

Jon became INdigital telecom's Financial Analyst in January 2007. In March of 2007 Jon was appointed Chief Financial Officer of INdigital telecom by the Executive Advisory Committee of the Board of Directors.

Jon has completed educational courses in cost studies and cost recovery, Carrier Access Billing System and telco plant accounting, including work order based accounting processing dealing with work in process accounting procedures.

In addition to his financial operations tasks, Jon is involved with customer relationships involving INdigital clients in the local government finance and legal affairs segments of the company.

## **Brent Cummings**

### **Chief Operations Officer**

Brent Cummings is the Chief Operations Officer of INdigital telecom, a competitive local exchange carrier and 9-1-1 network service provider based in Fort Wayne, Indiana. INdigital focuses on 911 operations and research and technology development. The company has created several new service platforms that improve and enhance public safety.

Brent has been on staff at INdigital since November of 1996. During the last 12 years he has worked in numerous positions including business development, switch translations, circuit ordering and provisioning, circuit engineering, central office equipment installation and maintenance and customer premise equipment installation and maintenance.

In March 2000 he became the Director of Operations for the Corporation. In 2004 Brent participated in the engineering and implementation of the Indiana Wireless Direct Network which is also known as the IN911 network. In 2006 the Board of Directors appointed him the Chief Operations Officer for the Corporation.

Brent received an Associates in applied Science from South Western Michigan College in 1976, graduating cum laude. From 1980 to 1985 he worked for the town of Millersburg, Indiana serving as the Town Marshal. In 1982 he completed a 10 week course at the Indiana Law Enforcement Academy and was awarded an Indiana Law Enforcement Certification. From October 1985 to November 1996 he worked for the Elkhart County Sheriff's department as a

patrol officer in various merit positions. He retired from the Sheriff's department in 1996 in the position of Shift Commander holding the rank of Sergeant.

During his tenure as a Sheriff's deputy he completed many hours of continuing education and obtained certifications in various specialized functions including breath test analysis for intoxication and law enforcement personnel training.

Brent wrote, coordinated and implemented, Elkhart Counties' first formalized training program for new patrol officers. He has extensive background in multiple areas of public safety and telecom technology.

## **Deborah Prather**

### **Director Regulatory Affairs**

Ms. Prather has 32 years of experience in the telecommunications industry and is a graduate of Illinois State University with a Bachelor of Arts degree in Psychology.

She joined GTE, now known as Verizon, in 1978, and has held various management positions, in retail sales, service, and wholesale services until 1996.

From 1996 – 1999, she was the Director over the E9-1-1 program for the Illinois Commerce Commission. Ms. Prather was responsible for all E9-1-1 related policies, rulemakings and regulatory proceedings. In addition to this, she oversaw regulatory compliance of the Illinois Telecommunications Access Corporation program for the hearing impaired and the Universal Telephone Assistance Corporation program for low income subscribers.

In 1999 Ms. Prather left the Illinois Commerce Commission and joined Verizon as a Regional Manager for the 9-1-1 Service program. She was responsible for all 9-1-1 related service and regulatory matters for multiple states within the Verizon 32 state footprint. Her last territory consisted of 14 states located in the Midwest, Northwest, West Coast, and Eastern territories.

Ms. Prather is an active member of the Illinois Telecommunications Association and chaired the Illinois Telecommunications Association's E9-1-1 Committee from 2007 – 2010. She is also a member of the National Emergency Number Association and has served on various committees.

Ms. Prather left Verizon in 2010 and joined INdigital Telecom as their Director of Regulatory Affairs.

## **EXHIBIT 13**

### **Names, Addresses, and Phone Numbers of Officers of INdigital telecom**

Mark Grady	President
Jon Whirledge	Chief Financial Officer
Brent Cummings	Chief Operations Officer

All of the officers are located at:

INdigital telecom  
5312 W. Washington Center Road  
Fort Wayne, IN 46818  
Telephone: (260) 469-2010



## **EXHIBIT 14**

### **Corporate Structure and Ownership Documentation**

Communications Venture Corporation/dba INdigital telecom is a privately owned corporation. Please see attached Reinstated Articles of Incorporation.

**RESTATED ARTICLES OF INCORPORATION**

**OF**

**COMMUNICATIONS VENTURE CORPORATION**

The undersigned, desiring to amend and restate the Articles of Incorporation of Communications Venture Corporation (hereinafter referred to as the "Corporation") pursuant to the provisions of the Indiana Business Corporation Law, as amended (hereinafter referred to as the "Act"), executes the following Restated Articles of Incorporation.

**ARTICLE I**  
**NAME**

The name of the Corporation is Communications Venture Corporation.

**ARTICLE II**  
**PURPOSES**

The purpose or purposes for which the Corporation is formed is to engage in any lawful business for which corporations may be incorporated under the Act.

**ARTICLE III**  
**TERM OF EXISTENCE**

The period during which the Corporation shall continue is perpetual.

**ARTICLE IV**  
**REGISTERED OFFICE AND REGISTERED AGENT**

The post-office/street address of the registered office of the Corporation is 19066 Market Street, P.O. Box 116, New Paris, Indiana 46553, and the name and post office/street address of its registered agent at that office is Mark Grady, 19066 Market Street, P.O. Box 116, New Paris, Indiana 46553.

**ARTICLE V**  
**AUTHORIZED SHARES**

1. Authorized Shares. The Corporation is authorized to issue three (3) classes of shares of stock to be designated "Class A Common Stock", "Class B Common Stock" and "Class C Common Stock." Class B Common Stock shall be issued as "Limited Voting Series Class B Common Stock" and "Non-Voting Series Class B Common Stock." Class C Common Stock shall be issued as "Limited Voting Series Class C Common Stock" and "Non-Voting Series Class C Common Stock."

The total number of shares that the Corporation is authorized to issued is two million six hundred twenty-four thousand seven hundred (2,624,700) with a par value of ten cents (\$.10) per share for all three (3) classes of stock. The total number of authorized shares shall be divided between the classes and series as follows:

Class A Common Stock, 624,700 shares

Class B Common Stock:

Limited Voting Series Class B Common Stock, 100,000 shares

Non-Voting Series Class B Common Stock, 300,000 shares

Class C Common Stock:

Limited Voting Series Class C Common Stock, 400,000 shares

Non-Voting Series Class C Common Stock, 1,200,000 shares

The Corporation's Board of Directors shall have authority to determine the consideration for such shares and to adopt agreements and policies concerning issuance, transfers and other stock transactions. Shareholders of any class of the Corporation's stock shall not have any preemptive right to acquire unissued and treasury shares of any class of stock of the Corporation.

2. Voting Rights.

A. Class A Common Stock. Holders of shares of Class A Common Stock shall have exclusive voting power, (1) vote per share, in all matters requiring or presented for a vote of the Corporation's shareholders, except as required under the Act or the provisions of this Article. Holders of shares of Class A Common Stock shall have the right, as a separate voting group, to elect nine (9) Directors to the Corporation's Board of Directors.

B. Class B Common Stock. Holders of shares of Limited Voting Series Class B Common Stock shall have the right, as a separate voting group, to elect two (2) Directors to the Corporation's Board of Directors and shall have no other voting rights as shareholders of the Corporation except as required under the Act. Holders of shares of Non-Voting Series Class B Common Stock shall have no voting rights as shareholders of the Corporation except as required under the Act.

C. Class C Common Stock. Holders of shares of Limited Voting Series Class C Common Stock shall have the right, as a separate voting group, to elect two (2) Directors to the Corporation's Board of Directors and shall have

no other voting rights as shareholders of the Corporation except as required under the Act. Holders of shares of Non-Voting Series Class C Common Stock shall have no voting rights as shareholders of the Corporation except as required under the Act.

3. Dividends. Dividends shall be payable on shares of Common Stock out of funds legally available for the declaration of dividends, only if and when declared by the Board of Directors. In no event shall any dividend be paid or declared, nor shall any distribution be made on shares of any class or series of Class A Common Stock, Class B Common Stock or Class C Common Stock unless holders of shares of Class A Common Stock, Class B Common Stock (both Series) and Class C Common Stock (both Series) shall participate in such dividend or distribution, as the case may be, on a per share pro rata basis.

4. Liquidation. In the event of any liquidation, dissolution or winding up of the Corporation, either voluntary or involuntary, any remaining assets of the Corporation after payment of all liabilities of the Corporation shall be distributed to the holders of shares of Class A Common Stock, Class B Common Stock (both Series) and Class C Common Stock (both Series) on a per share pro rata basis.

#### ARTICLE VI DIRECTORS

The Board of Directors shall be composed of thirteen (13) Directors (subject to vacancies that may exist from time to time); provided, that the number of Directors shall be reduced by two (2) at all times that no shares of Class B Common Stock are issued and outstanding; and provided further, that the number of Directors shall be reduced by two (2) at all times that no shares of Class C Common Stock are issued and outstanding.

#### ARTICLE VII RIGHT OF REDEMPTION AND LIMITATION ON TRANSFER

1. Redemption. To ensure that the Corporation qualifies and continues to qualify as a "Small Business", "Very Small Business" and any other valuable status applicable to the Corporation as of the date of these Restated Articles under applicable Federal Communications Commission or any successor agency ("FCC") rules and regulations, shares of Class B Common Stock and Class C Common Stock held by any shareholder may be redeemed by the Corporation in such numbers as may be necessary to qualify or to continue to qualify for such status or as may be necessary to avoid loss of any FCC licenses or other rights. The redemption price shall be the lower of the price at which the shares were initially subscribed or market value, as determined by the Board of Directors.

2. Transfer Restriction. Notwithstanding any provision to the contrary, holders of shares of Class A Common Stock, Class B Common Stock and Class C Common Stock may not sell or transfer such shares, or any part thereof, in any manner that is or may be deemed by the FCC to be a transfer of control or assignment of an FCC license or authorization controlled by the Corporation, without obtaining prior FCC approval.

**ARTICLE VIII**  
**PROVISIONS FOR REGULATION OF BUSINESS**  
**AND CONDUCT OF AFFAIRS OF CORPORATION**

1. Corporate Powers. All corporate powers except those which by law or these Articles expressly require the consent of the shareholders shall be exercised by the Board of Directors.

2. Conflict of Interest. No contract or other transaction between the Corporation and any other corporation shall be affected or invalidated by the fact that any one or more of the Directors of the Corporation is, or are, interested in, or is a Director or officer, or are Directors or officers of such other corporation or business, and any Director or Directors, individually or jointly, may be a party or parties to or may be interested in any contract or transaction of the Corporation, or in which the Corporation is interested, and no contract, act or transaction of the Corporation, with any person or persons, firms or corporations, shall be affected or invalidated by the fact that any Director or Directors of the Corporation is a party, or are parties to, or interested in, such contract, act or transaction, or in any way connected with such person or persons, firms or associations, and each and every person who may become a Director of the Corporation is hereby relieved from any liability that might otherwise exist, from contracting with the Corporation for the benefit of himself or any firm or Corporation in which he may be in any wise interested.

3. Bylaws. The Board of Directors of the Corporation shall have power, without the assent or vote of the shareholders, to make alter, amend, or repeal the Bylaws of the Corporation.

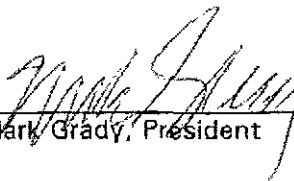
4. Removal of Directors/Vacancies. Where a Director is elected by a voting group of shareholders, only the shareholders in that voting group may participate in a vote to remove that Director. If a vacancy occurs on the Board of Directors resulting from the resignation or removal of a Director where such Director was elected by a voting group of shareholders, only the shareholders of that voting group are entitled to vote to fill the vacancy.

**ARTICLE IX**  
**INDEMNIFICATION**

Every person who is or was a Director, officer or employee of the Corporation shall be indemnified by the Corporation against all liability and reasonable expense incurred by such person in his or her official capacity, provided that such person is determined in the manner specified in Ind. Code §23-1-37-12 (as that section may be amended from time to time) to have met the standard of conduct specified in Ind. Code §23-1-37-8 (as that section may be amended from time to time). Upon demand for such indemnification, the Corporation shall proceed as provided in Ind. Code §23-1-37-12 (as that section may be amended from time to time) to determine whether such person is entitled to indemnification. Nothing contained in this section shall limit or preclude the exercise of any right relating to indemnification of or advance of expenses to any Director, officer, employee or agent of the Corporation or the ability of the Corporation to, by agreement or otherwise, indemnify or advance expenses to any Director, officer, employee or agent.

IN WITNESS WHEREOF, the undersigned, being the President of the Corporation executes these Restated Articles of Incorporation and certifies to the truth of the facts herein stated, this \_\_\_\_ day of \_\_\_\_\_, 1997.

I affirm under the penalties of perjury that the facts contained herein are true.

  
\_\_\_\_\_  
Mark Grady, President

This instrument prepared by John R. Cook, Esq., of Miller, Canfield, Paddock and Stone, P.L.C., 444 West Michigan Avenue, Kalamazoo, Michigan 49007

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## Exhibit "A"

Secretary of State  
State House  
Corporations Division  
Room 155  
Indianapolis, IN 46204  
(317)232-6576

RESTATED  
ARTICLES OF INCORPORATION  
OF

COMMUNICATIONS VENTURE CORPORATION

(Name of Corporation)

The above corporation hereinafter referred to as the "Corporation" existing pursuant to the Indiana Business Corporation Law, desiring to give notice of corporate action effectuating the restatement of its Articles of Incorporation, sets forth the following facts:

ARTICLE I - RESTATEMENT

SECTION I: The date of incorporation of the Corporation:

June 16, 1995

SECTION II: The name of the Corporation following this restatement:

Communications Venture Corporation

SECTION III: The exact text of the Restated Articles of Incorporation is attached.

ARTICLE II - MANNER OF ADOPTION AND VOTE (Strike Inapplicable section)

SECTION I: ~~THE RESTATED ARTICLES OF INCORPORATION ARE HEREBY ADOPTED AND THE VOTE IS SET FORTH BELOW:~~

SECTION: The restatement contains an amendment requiring shareholder approval and the vote is set forth below:

VOTE OF SHAREHOLDERS

The designation (i.e. common, preferred and any classification where different classes of stock exists), number of outstanding shares, number of votes entitled to vote separately on the amendment and the number of votes of each voting group represented at the meeting is set forth as follows:

A Preferred

	TOTAL	A	B	XX
DESIGNATION OF EACH VOTING GROUP				
	625,000	30,000,000	5,000,000	
NUMBER OF OUTSTANDING SHARES	260,000	260,000	-0-	-0-
NUMBER OF VOTES ENTITLED TO BE CAST	260,000	260,000	-0-	-0-
NUMBER OF VOTES REPRESENTED AT THE MEETING	260,000	260,000	-0-	-0-
SHARES VOTED IN FAVOR	260,000	260,000	-0-	-0-
SHARES VOTED AGAINST	-0-	-0-	-0-	-0-

In Witness Whereof, the undersigned being the \_\_\_\_\_ President

(title)

said Corporation executes these Restated Articles of Incorporation and verifies, subject to penalties of perjury that the statements contained herein are true, this \_\_\_\_\_ day of \_\_\_\_\_, 19 97

Signature:

Printed Name

Mark Grady

**EXHIBIT 15**  
**Information Regarding Similar Operations in Other States**

Communications Venture Corporation was incorporated June 16, 1995. The original goal of the company was to acquire FCC licenses for wireless communications service. In response to rapidly changing market conditions, the company evolved into a CLEC (competitive local exchange carrier). Creating the trade name INdigital telecom, it began offering service in Allen County, Indiana in 1997. As the company continued to evolve, it expanded into the research, development and implementation of IP based Enhanced 9-1-1 network solutions. The company is the creator and network operator of the Indiana Wireless Direct Network, also known as the IN911 network.

INdigital telecom continues to develop new and emerging technology in the public safety industry sector.

In 2004, INdigital telecom was selected by the Indiana Wireless 9-1-1 Advisory Board to build a new E9-1-1 network. The company built a private, high speed IP network, the first of its kind in the United States. The project, known today as the IN911 network, uses IP connectivity, providing many of Indiana's emergency service providers with an innovative platform for new types of emergency services. The network was built without the use of tax dollars, and is funded thru a 50-cent surcharge on wireless subscriber's bills. Pre-paid users contribute 25-cents to the operation of the network.

There are ten independent telephone companies that are shareholders in Communications Venture Corporation, the corporate parent company of INdigital telecom. These companies are located in Indiana, Ohio, and Michigan. INdigital telecom is headquartered Fort Wayne, Indiana, and remains privately held. The shareholder companies are New Paris Telephone, Fort Jennings Telephone, Springport Telephone, Kalida Telephone, Bloomington Telephone, Ottoville Telephone, Craigville Telephone, Allendale Telephone, Citizens Telephone, and Pulaski/White Telephone.

INdigital telecom has been operating as a Competitive Local Exchange Carrier in the State of Indiana for over 13 years and has an experienced Staff from both a technical and managerial perspective. INdigital telecom's experience will allow it to become a successful local exchange and long distance service provider within the State of Ohio.

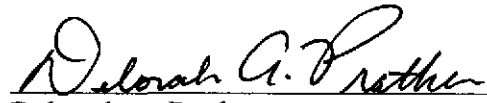
INdigital telecom is a certified telecommunications carrier in Indiana, Kentucky, and Michigan.



**EXHIBIT 16**

**Verification of Maintenance of Telephony Records**

I, Deborah A. Prather, Director of Regulatory Affairs for INdigital telecom, verify that INdigital telecom will maintain its local telephony records in accordance with FCC accounting requirements as required by 4901:1-6-08 (E)(6), adopted pursuant to PUCO Case No. 10-1010-TP-ORD.

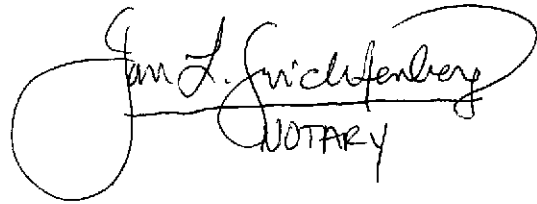
  
Deborah A. Prather

7-1-2011  
Date

State of Illinois  
County of McLean

This instrument was acknowledged before me on  
July 1<sup>st</sup>, 2011 by Deborah Prather.



  
NOTARY

**EXHIBIT 17**  
**Verification of Affiliate Transaction Requirements**

I, Deborah A. Prather, Director of Regulatory Affairs for INdigital telecom verify that INdigital telecom will comply with all Affiliate Transaction Requirements set forth in O.A.C. 4901:1-6-10(D)(3), adopted pursuant to PUCO Case No. 06-1345-TP-ORD.

Deborah A. Prather

Deborah. A. Prather

7-1-2011

Date

State of Illinois  
County of McLean

This instrument was acknowledged before me on  
July 1<sup>st</sup>, 2011 by Deborah A. Prather.

Jan L. Swichtenberg  
Notary



## **EXHIBIT 18**

### **Explanation of Applicants Proposed interactions with other Carriers**

INdigital telecom does not seek interconnection arrangements under the FCC 251 guidelines with any carriers that operate in Ohio at this time. INdigital telecom has found by experience that E9-1-1 network and database elements do not easily fit in to the typical ILEC interconnection agreements. Due to the unique requirements of E9-1-1 service, it is much more efficient for INdigital and the ILECs to negotiate commercial agreements that are specific to E9-1-1 services. INdigital has successfully negotiated commercial agreements with the ILECs in other states and wishes to do the same in Ohio.

INdigital telecom is in the process of negotiating a commercial agreement with several local exchange carriers. INdigital will be contacting the other ILECs as necessary to negotiate in this manner.

## **EXHIBIT 19**

### **Explanation of Interconnection Negotiation Request**

#### **Pursuant to 1996 TRA Sections 251 and 252**

INdigital telecom does not have an interconnection agreement based on TRA Sections 251 and 252 in Ohio at this time. INdigital is not actively negotiating any interconnection agreements in Ohio.

**EXHIBIT 20**  
**Advanced Payment**

INdigital telecom does not require advance payments.

## **EXHIBIT 21**

### **Customer Bill and Disconnect Notice**

Please find attached a copy of INdigital telecom's customer bill and Disconnect Notice. INdigital will be entering into contractual agreements primarily with Government/County agencies and does not foresee disconnecting an emergency service for non-payment. In the rare event this may happen, INdigital would work diligently with the agency to prevent any interruption of service and would also request the assistance from the Ohio PUCO to avoid an interruption of service. Typically, the customer enters in a contractual arrangement for a term and for events that would permit the customer to negotiate an end to the contract earlier than term. INdigital telecom has not ever interrupted a customer's emergency service for non-payment.

Previous Bill	Payments/Adj	Current Billing	Total Due
\$312.16	\$312.16CR	\$312.30	\$312.30

**BILL AT A GLANCE 10/15/2010**

ABC COMPANY

BALANCE FROM LAST BILLING		312.16
PAYMENTS RECEIVED - THANK YOU	10-04	312.16CR
PREVIOUS BALANCE DUE		.00

**SUMMARY BY SERVICE TYPE**

LOCAL SERVICE	298.31
CALLING FEATURES	2.77
INDigital LONG DISTANCE	11.22

<b>CURRENT BILLING AMOUNT</b>	<b>312.30</b>
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<b>Total Due: Please Pay This Amount</b>	<b>312.30</b>
--	---------------

**MESSAGE CENTER**

Call For Inquiries 1(260)469-2010

PAYMENTS RECEIVED AFTER 10-14 ARE NOT REFLECTED ON THIS BILL. CURRENT BILLING IS DUE UPON RECEIPT.

Please return lower portion with your payment...retain upper portion for your records

10/15/2010

ABC COMPANY

ACCOUNT NO: 55000

TELEPHONE NO: (260)555-5555

Payment Due	Total Due
11/05/2010	\$312.30
Enter Amount Paid	

469 ABC COMPANY  
1 MAIN STREET  
FORT WAYNE IN 46818-9129

1 10

INDIGITAL TELECOM  
5312 W WASHINGTON CENTER RD  
FORT WAYNE IN 46818-9129


☐ Mailing Address Change on Back



5312 West Washington Center Road  
Fort Wayne, IN 46818

ABC COMPANY  
ACCOUNT NO: 55000  
TELEPHONE NO: (555)555-5555  
BILL DATE: 10/15/2010  
Page: 2 of 6

**MONTHLY USAGE FOR TELEPHONE NO: (555)555-5555**

Description	Date	Quantity	Amount
PREVIOUS BALANCE DUE			.00
<b>LOCAL SERVICE</b>			
	10/15-11/14		
ALLEN COUNTY 911 CHARGE	1 @	0.70	.70
FCC REGULATED ACCESS CHARGE	1 @	9.00	9.00
20+ LINE VOLUME BASIC BUS 1.20	1 @	35.30	35.30
DUAL PARTY RELAY SERVICE - TDD	1 @	0.03	.03
LOCAL NUMBER PORTABILITY	1 @	0.48	.48
FEDERAL TAX			1.36
IN UNIVERSAL SERVICE SURCHARGE			.19
<b>LOCAL SERVICE SUBTOTAL</b>			<b>47.06</b>

**(555)555-5555 TOTAL 47.06**

**SUMMARY FOR: (555)111-1111**

<b>LOCAL SERVICE</b>			
	10/15-11/14		
ALLEN COUNTY 911 CHARGE	1 @	0.70	.70
FCC REGULATED ACCESS CHARGE	1 @	9.00	9.00
20+ LINE VOLUME BASIC BUS 1.20	1 @	35.30	35.30
DUAL PARTY RELAY SERVICE - TDD	1 @	0.03	.03
LOCAL NUMBER PORTABILITY	1 @	0.48	.48
FEDERAL TAX			1.36
INDIANA STATE TAX			3.19
IN UNIVERSAL SERVICE SURCHARGE			.19
<b>LOCAL SERVICE SUBTOTAL</b>			<b>50.25</b>

## CHANGE OF ADDRESS

	Effective Date	
NAME		
ADDITIONAL NAME		
ADDRESS LINE 1		
ADDRESS LINE 2		
CITY	STATE	ZIP





5312 West Washington Center Road  
Fort Wayne, IN 46818

ABC COMPANY  
ACCOUNT NO: 55000  
TELEPHONE NO: (555)555-5555  
BILL DATE: 10/15/2010  
Page: 3 of 6

**MONTHLY USAGE FOR TELEPHONE NO: (555)555-5555**

Description	Date	Quantity	Amount
<b>CALLING FEATURES</b>			
	<b>10/15-11/14</b>		
CALL FORWARD VARIABLE		1 @ 2.50	2.50
FEDERAL TAX			.08
INDIANA STATE TAX			.18
IN UNIVERSAL SERVICE SURCHARGE			.01
<b>CALLING FEATURES SUBTOTAL</b>			<b>2.77</b>
<b>(555)111-1111 TOTAL</b>			<b>53.02</b>

**SUMMARY FOR: (555)222-2222**

<b>LOCAL SERVICE</b>			
	<b>10/15-11/14</b>		
ALLEN COUNTY 911 CHARGE		1 @ 0.70	.70
FCC REGULATED ACCESS CHARGE		1 @ 9.00	9.00
20+ LINE VOLUME BASIC BUS 1.20		1 @ 35.30	35.30
DUAL PARTY RELAY SERVICE - TDD		1 @ 0.03	.03
LOCAL NUMBER PORTABILITY		1 @ 0.48	.48
FEDERAL TAX			1.36
INDIANA STATE TAX			3.19
IN UNIVERSAL SERVICE SURCHARGE			.19
<b>LOCAL SERVICE SUBTOTAL</b>			<b>50.25</b>
<b>(555)222-2222 TOTAL</b>			<b>50.25</b>

**SUMMARY FOR: (555)333-3333**

<b>LOCAL SERVICE</b>			
	<b>10/15-11/14</b>		
ALLEN COUNTY 911 CHARGE		1 @ 0.70	.70
FCC REGULATED ACCESS CHARGE		1 @ 9.00	9.00
20+ LINE VOLUME BASIC BUS 1.20		1 @ 35.30	35.30
DUAL PARTY RELAY SERVICE - TDD		1 @ 0.03	.03
LOCAL NUMBER PORTABILITY		1 @ 0.48	.48
FEDERAL TAX			1.36
INDIANA STATE TAX			3.19
IN UNIVERSAL SERVICE SURCHARGE			.19
<b>LOCAL SERVICE SUBTOTAL</b>			<b>50.25</b>
<b>(555)333-3333 TOTAL</b>			<b>50.25</b>



5312 West Washington Center Road  
Fort Wayne, IN 46818

ABC COMPANY  
ACCOUNT NO: 55000  
TELEPHONE NO: (555)555-5555  
BILL DATE: 10/15/2010  
Page: 4 of 6

**MONTHLY USAGE FOR TELEPHONE NO: (555)555-5555**

Description	Date	Quantity	Amount
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**SUMMARY FOR: (555)444-4444**

LOCAL SERVICE		10/15-11/14		
ALLEN COUNTY 911 CHARGE	1 @	0.70		.70
FCC REGULATED ACCESS CHARGE	1 @	9.00		9.00
20+ LINE VOLUME BASIC BUS 1.20	1 @	35.30		35.30
DUAL PARTY RELAY SERVICE - TDD	1 @	0.03		.03
LOCAL NUMBER PORTABILITY	1 @	0.48		.48
FEDERAL TAX				1.36
INDIANA STATE TAX				3.19
IN UNIVERSAL SERVICE SURCHARGE				.19
<b>LOCAL SERVICE SUBTOTAL</b>				<b>50.25</b>

**(555)444-4444 TOTAL 50.25**

**SUMMARY FOR: (555)666-6666**

LOCAL SERVICE		10/15-11/14		
ALLEN COUNTY 911 CHARGE	1 @	0.70		.70
FCC REGULATED ACCESS CHARGE	1 @	9.00		9.00
20+ LINE VOLUME BASIC BUS 1.20	1 @	35.30		35.30
DUAL PARTY RELAY SERVICE - TDD	1 @	0.03		.03
LOCAL NUMBER PORTABILITY	1 @	0.48		.48
FEDERAL TAX				1.36
INDIANA STATE TAX				3.19
IN UNIVERSAL SERVICE SURCHARGE				.19
<b>LOCAL SERVICE SUBTOTAL</b>				<b>50.25</b>

**(555)666-6666 TOTAL 50.25**

**SUB-TOTAL 301.08**

**INdigital LONG DISTANCE TOTAL CHARGES 11.22**

**CURRENT BILLING AMOUNT 312.30**

**Total Due: Please Pay This Amount 312.30**

The carrier you have chosen for your long distance (InterLATA) calls is INdigital LD.  
The carrier you have chosen for your long distance (IntraLATA) calls is INdigital LD.



ABC COMPANY  
ACCOUNT NO: 55000  
TELEPHONE NO: (555)555-5555  
BILL DATE: 10/15/2010  
Page: 5 of 6

Indigital LONG DISTANCE USAGE FOR TELEPHONE NO: (555)555-5555  
Call For Inquiries 1(260)469-2010

INDICATOR LEGEND

TC TYPE OF CALL  
DD DIRECT DIAL - DAY RATE  
SC SMART CALLING

TC TYPE OF CALL

Indigital LONG DISTANCE CHARGES AND CREDITS

10-15	SMART CALLING PLAN							10.95
				IN UNIVERSAL SERVICE SURCHARGE		.06		.06
								<hr/> 11.01
				Indigital LONG DISTANCE CHARGES & CREDITS				
				Indigital LONG DISTANCE DETAIL OF ITEMIZED CALLS				
DATE	CONT	TC		TO PLACE AND NUMBER		MIN		AMOUNT
INCOMING 800 SERVICE CALLS FOR 855-555-5555								
09-10	4:35pm	DD	SC	ATLANTA NW GA 555 555 5555		1.0		.07
09-17	4:04pm	DD	SC	WILLOUGHBY OH 555 555 5555		1.0		.07
09-21	5:49pm	DD	SC	BELLEVUE WA 555 555 5555		1.0		.07
				3 800 SERVICE MESSAGES FOR 3.0 MINUTES =				.21
				3 CALL(S) FOR 3.0 MINUTE(S)				<hr/>
				LONG DISTANCE CHARGES				.21
				Indigital LONG DISTANCE SUBTOTAL				<hr/> .21
				Indigital LONG DISTANCE CHARGES & CREDITS				11.01
				Indigital LONG DISTANCE TOTAL ITEMIZED CHARGES				<hr/> 11.22