



January 13, 2012  
*Via Efililng*

Ms. Betty McCauley, Commission Secretary  
Ohio Public Utilities Commission  
180 East Broad Street  
Columbus, OH 43215

**RE: dpi Teleconnect, LLC Application to Detariff and Related Actions**  
**Case No.: 12-0279-TP-ATA**

Dear Ms. McCauley:

Pursuant to the revised Ohio Administrative Code (OAC) Chapter 4901:1-6, enclosed please find the replacement local service tariff, P.U.C.O. Tariff No. 2, submitted on behalf of dPi Teleconnect, LLC. This replacement tariff only includes services regulated by the Public Utilities Commission of Ohio as outlined in Rule 4901:1-11(A)(1). The Company does not have any presubscribed customers in Ohio, therefore Customer notification is not applicable.

The Company respectfully requests this replacement tariff to become effective on thirty (30) days' notice - February 12, 2012.

*Included with this filing are the following documents:*

Application for Detariffing and Related Actions  
Exhibit A - Superseded Local Services Tariff  
Exhibit B - Proposed Replacement Local Services Tariff  
Exhibit C - Summary of Changes  
Exhibit D - Customer Notice  
Exhibit E - Affidavit of Notice

Please acknowledge receipt of this filing via return email confirmation.

Any questions you may have regarding this filing should be directed to my attention at 407-740-3001 or via email to [tforte@tminc.com](mailto:tforte@tminc.com). Thank you for your assistance in this matter.

Sincerely,

/s/ Thomas M. Forte

Thomas M. Forte  
Consultant to dpi Teleconnect, LLC

cc: Melanie King - dpi Teleconnect  
file: dpi Teleconnect - Ohio - Local  
tms: OHI1201

Enclosures  
TF/mw

**The Public Utilities Commission of Ohio**  
**TELECOMMUNICATIONS APPLICATION FORM for**  
**DETARIFFING AND RELATED ACTIONS**

**Per the Commission's 01/19/2011 "Implementation Order" in Case No. 10-1010-TP-ORD**  
**(Effective: 01/20/2011 through 05/20/2011)**

In the Matter of the Application of dPi Teleconnect, LLC )  
to Detariff Services and make other changes related to the )  
Implementation of Case No. 10-1010-TP-ORD )  
)

TRF Docket No. **90-9267-TP-TRF**

Case No. **12 - 0279 - TP - ATA**

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

Name of Registrant(s): dPi Teleconnect, LLC  
DBA(s) of Registrant(s) N/A  
Address of Registrant(s) 1300 Capitol Parkway, Carrollton, Texas 75006  
Company Web Address [www.dpiteleconnect.com](http://www.dpiteleconnect.com)  
Regulatory Contact Person(s) Melanie King Phone (972) 488-5500 Fax (469) 574-7931  
Regulatory Contact Person's Email Address [melanie.king@dpiteleconnect.com](mailto:melanie.king@dpiteleconnect.com)  
Contact Person for Annual Report Melanie King Phone (972) 488-5500  
Address (if different from above) Same as above  
Consumer Contact Information Phone  
Address (if different from above)

**Part I – Tariffs**

**Please indicate the Carrier Type and the reason for submitting this form by checking the boxes below.**

*NOTE: All cases are ATA process cases, tariffs are effective the day they are filed, and remain in effect unless the Commission acts to suspend.*

<b>Carrier Type</b>	<input type="checkbox"/> ILEC	<input type="checkbox"/> CLEC	<input checked="" type="checkbox"/> CTS
Tariff for Basic Local Exchange Service (BLES) and/or other services required to be tarified pursuant to 4901:1-6-11(A); detariffing of all other services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other changes required by Chapter 4901:1-6 (Describe in detail in Exhibit C)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**Part II – Exhibits**

**Note that the following exhibits are required for all filings using this form.**

Included	Identified As:	Description of Required Exhibit:
<input checked="" type="checkbox"/>	Exhibit A	The existing affected tariff pages.
<input checked="" type="checkbox"/>	Exhibit B	The proposed revised tariff pages.
<input checked="" type="checkbox"/>	Exhibit C	Narrative summarizing all changes proposed in the application, and/or other information intended to assist Staff in the review of the Application.
<input checked="" type="checkbox"/>	Exhibit D	One-time customer notice of detariffing and related changes consistent with rule 4901:1-06-07
<input checked="" type="checkbox"/>	Exhibit E	Affidavit that the Customer Notice described in Exhibit C has been sent to Customers.

**Part III. -- Attestation**

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

**AFFIDAVIT**

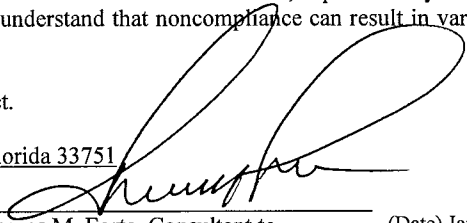
***Compliance with Commission Rules***

I am an officer/agent of the applicant corporation, dPi Teleconnect, LLC, and am authorized to make this statement on its behalf.

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

Executed on (Date) January 13, 2012 at (Location) Maitland, Florida 33751

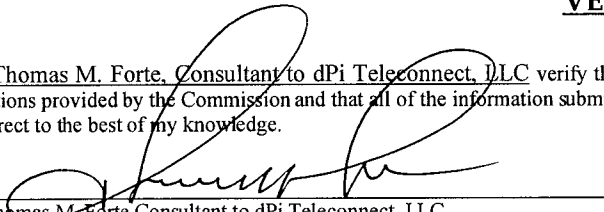
  
\_\_\_\_\_  
\*Thomas M. Forte, Consultant to  
dPi Teleconnect, LLC

(Date) January 13, 2012

- *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, Thomas M. Forte, Consultant to dPi Teleconnect, LLC verify that I have utilized the Telecommunications Application Form for Detariffing and Related Actions 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.

  
\_\_\_\_\_  
\*Thomas M. Forte Consultant to dPi Teleconnect, LLC

(Date) January 13, 2012

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

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

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

***Or***

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

**dpi Teleconnect, LLC**

**EXHIBIT A**

Existing Affected Tariff Pages

**dPi TELECONNECT, L.L.C.**

**REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES  
APPLYING TO LOCAL SERVICES  
WITHIN THE STATE OF OHIO**

**Tariff No. 90-9267-TP-TRF**

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Issued: August 28, 2003  
Issued Pursuant to Case No. 03-1534-TP-ACE

Effective: October 15, 2003

Issued by: David M. Pikoff, Vice President  
dPi Teleconnect, L.L.C.  
2997 LBJ Freeway, Suite 225  
Dallas, Texas 75234

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

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

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

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**TARIFF FORMAT**

- A. Sheet Numbering - Sheet numbers appear in the upper-right corner of the sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the Tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between Sheet 14 and 15 would be 14.1.
- B. Sheet Revision Numbers - Revision numbers also appear in the upper-right corner of the sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the third revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in their Tariff approval process, the most current sheet number on file with the Commission is not always the Tariff page in effect.
- C. Paragraph Numbering Sequence-There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level of coding.
- 2.
  - 2.1.
  - 2.1.1.
  - 2.1.1.A.
  - 2.1.1.A.1.
  - 2.1.1.A.1.(a).



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**APPLICATION OF TARIFF**

This tariff sets forth the service offering, rates, terms and conditions applicable to the furnishing of intrastate communications services by dPi Teleconnect, L.L.C. (hereinafter "Company"). This tariff is on file with the Public Utilities Commission of Ohio ("Commission"), and copies can be inspected, during normal business hours, at Company's principal place of business. This tariff is effective only where an approved interconnection agreement exists with the incumbent local exchange carrier serving such area.

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Issued: August 28, 2003  
Issued Pursuant to Case No. 03-1534-TP-ACE

Effective: October 15, 2003

Issued by: David M. Pikoff, Vice President  
dPi Teleconnect, L.L.C.  
2997 LBJ Freeway, Suite 225  
Dallas, Texas 75234

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## SECTION 1 - DEFINITIONS

Certain terms used generally throughout this tariff are defined below.

Account Number: Customer's telephone number is his/her account number.

Advance Payment: Payment that may be required by the company as a means of being compensated for extraordinary expenses, including, but not limited to, special construction costs associated with a particular service installation.

Application for Service: A standard order form which includes all pertinent billing, technical, and other descriptive information which will enable Company to provide telecommunication service.

Authorized User: A person that either is authorized by the Customer to use local exchange telephone service at Customer's residence or other location, or is placed in a position by the Customer, either through acts or omissions, to use local exchange telephone service.

Authorized Code: A numerical code, one or more of which are assigned to Customer to enable Company to identify use of service on his or her account and to bill Customer accordingly for such service. Multiple authorization codes may be assigned to Customer to identify individual users or groups of users on his or her account.

Commission: Public Utilities Commission of Ohio unless content indicates otherwise.

Company: dPi Teleconnect, L.L.C., a Delaware Limited Liability Company, the issuer of this tariff.

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

Customer-Provided Equipment: Terminal equipment, as defined herein, provided by Customer.

Demarcation Point: The premises wire demarcation point begins where the Customer's inside wire connects to the intrabuilding network cable (INC). Where there is no INC, the demarcation point is the point of entry at Company's entrance facility. This demarcation point separates the responsibility of the end user from that of a vendor or Company's vendor of choice for premises wire repair and Customer Provided Equipment trouble isolation.

Disconnection: The disconnection of a circuit, dedicated access line, or port connection being used for existing service.

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

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

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

Local Service: Service which provides for exchange telephone communication within the local service area at rates and under regulations as provided in this Tariff.

Local Service Area: That area within which a Customer to exchange service can make telephone calls at exchange rates. A local service area may be made up of one or more central office areas or exchange areas.

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

Premises: Customer premises is all space in the same building occupied by a Customer and all space occupied by the same Customer in different buildings or continuous property.

(Premises) Inside Wire: Inside (premises) wire (simple wire) refers to all non system inside (premises) telephone wire on the Customer's side of the inside wire demarcation point but does not include Customer premises equipment.

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

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

Service Order: The written request for local exchange services executed by the Customer and the Company in a format specified by the Company. The signing of a Service Order by the Customer and acceptance thereof by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date. Service Order may also be referred to as Customer Service Agreement.

Services: The Company's local telecommunications services offered to the Customer within the State of Ohio.

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

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

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

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

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## SECTION 2 - REGULATIONS

### 2.1 Undertaking of the Company

#### 2.1.1 Scope

- A. The Company undertakes to furnish intrastate telecommunications services within the state of Ohio under the terms of this tariff as a reseller. Service is available 24 hours a day, seven days a week.
- B. The Company is responsible under this tariff only for the services and facilities provided herein. Should Customers use such services and facilities to obtain access to services offered by other providers, the Company assumes no responsibility for such other service.

#### 2.1.2 Shortage of Equipment or Facilities

- A, The Company reserves the right to limit or allocate the use of existing facilities, or of additional facilities offered by the Company when necessary because of lack of facilities or due to some other cause beyond the Company's control.
- b. The furnishing of service under this tariff is subject to availability on a continuing basis of all necessary facilities from the Incumbent Local Exchange Carrier or other providers to the Company for resale.

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

The Company requires residential customers in the state of Ohio to pay the charges listed below in advance of provisioning dial tone. Before a customer receives dial tone, the customers, at a minimum, must first pay the following:

One third (1/3) of the \$40.00 One Time Activation Fee, or \$13.33, plus a Local Line - Monthly Recurring Charge of \$58.99 applicable in the SBC Ohio Exchanges, and a One-Time Activation Fee of \$5.00 per feature for any optional features ordered by the customer, plus the Monthly Recurring charge for such optional features, as follows:

Call Waiting	\$7.00
Call Return	\$7.00
Three-Way Calling	\$7.00
Caller ID Name & Number	\$12.00
Unlisted Number	\$7.00

Customers must also pay the first month's Subscriber Line Charges approved by the Federal Communications Commission for the underlying local exchange carrier, plus all taxes and approved access charges, as applicable.

- B.** All payments for service are due in advance on the date specified by the Company. Service may be discontinued in compliance Rule 4901:1-5-17 of the Ohio Administrative Code if a Customer's account is not paid in full on the due date. All calculations of dates set forth in this tariff shall be based on calendar days. Should the applicable date fall on a Sunday or Federal holiday, the Customer will be permitted to make payment on the next regular business day.
- C.** At the expiration of any term specified in a Customer Service Agreement, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the Agreement and this tariff prior to termination.

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## SECTION 2 - REGULATIONS (CONT'D)

### 2.1 Undertaking of the Company (Cont'd)

#### 2.1.3 Terms and Conditions (Cont'd)

- D. This tariff shall be interpreted and governed by the laws of the State of Ohio.
- E. Another telephone company must not interfere with the right of any person or entity to obtain service directly from the Company.
- F. The Customer has no property right to the telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business. The Company will give the Customer at least sixty (60) days written notice of any proposed change.

#### 2.1.4 Liability of the Company

- A. Except as required by Chapter 4901:1-5-16 of the Ohio Administrative Code, the liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, other defects, or representations by the Company, or use of these services or damages arising out of the failure to furnish the service whether caused by acts or omission, shall be limited to the extension of allowances for interruptions as set forth in Section 2.6 below. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.
- B. The Company's liability for willful misconduct, if established as a result of judicial or administrative proceedings, is not limited by this tariff. With respect to any other claim or suit, by a Customer or by others, for damages associated with the ordering (including the reservation of any specific number for use with a service), installation (including delays thereof), provision, termination, maintenance, repair, interruption or restoration of any service or facilities offered under this tariff, and subject to the provisions of Section 2.6, the Company's liability, if any, shall be limited as provided herein.

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

- C. Except as required by Chapter 4901:1-5 of the Ohio Administrative Code, the Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: fire, flood, explosion or other catastrophes; and law, order, regulation, direction, action or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of these federal, state, or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials, or strikes, lockouts, work stoppages, or other labor difficulties.
- D. Except as required by Chapter 4901:1-5 of the Ohio Administrative Code, the Company shall not be liable for: (a) any act or omission of any entity furnishing the Company or the Company's Customers facilities or equipment used for or with the services the Company *offers*; or (b) for the acts or omissions of other common carriers or local exchange companies.
- E. The Company shall not be liable for any damages or losses due to the fault or negligence of, or any omission by, the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.
- F. The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or *others*, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, condition, location or use of any installation provided by the Company excluding attorney's fees. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section as a condition precedent to such installations.
- G. The Company shall not be liable for any defacement of or damage to Customer premises resulting from the furnishing of services of equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by gross negligence or willful misconduct of the Company's agents or employees. No agents or employees of other participating carriers shall be deemed to be agents or employees of the Company.

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**SECTION 2 - REGULATIONS (CONT'D)**

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

- H. Notwithstanding the Customer's obligations as set forth in Section 2.3.2, the Company shall be indemnified, defended, and held harmless by the Customer or by others authorized by it to use the service against any claim, loss or damage arising from Customer's use of services furnished under this tariff, including:
1. Claims for defamation libel, slander, invasion of privacy, infringement of copyright, unauthorized use of trademark, trade name, or service mark, unfair competition; interference with or misappropriation, or violation of any contract, proprietary or creative right, or any other injury to any proprietary or creative right, or any other injury to any person, property, or entity arising from the material, data, information, or content, revealed to, transmitted, processed, handled, or used by the Company under this tariff;
  2. Patent infringement claims arising from combining or connecting the service offered by the Company with apparatus and systems of the Customer or others; and
  3. All other claims arising out of any act or omission of the Customer or others, in connection with any service provided by the Company pursuant to this tariff.
- I. Except as required by Chapter 4901:1-5 of the Ohio Administrative Code, the entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the Customer for the specific services giving rise to the claim.
- J. THE COMPANY MAKES NO EXPRESS WARRANTIES OR REPRESENTATIONS, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.



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**SECTION 2 - REGULATIONS (CONT'D)**

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

- K. Except as required by Chapter 4901:1-5 of the Ohio Administrative Code, the Company shall not be liable for any act or omission of any other company or companies furnishing a portion of the service, or for damages associated with service, channels, or equipment which it does not furnish, or for damages which result from the operation of Customer-provided systems, equipment, facilities or services which are interconnected with Company services.
- L. No agent or employee of any other carrier shall be deemed to be an agent or employee of the Company.
- M. With respect to Emergency Number 911 Service:
  - 1. This service is offered as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person for any personal injury to or death of any person or persons, and for any loss, damage or destruction of property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of this service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this service.
  - 2. Neither is the Company responsible 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, or occasion by the use of Emergency 911 service features and the equipment associated therewith, or by any services furnished by the Company, including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing Emergency 911 service, and *which* arise out of the negligence or other wrongful act of the Company, the Customer, its Users, agencies or municipalities, or the employees or agents of any one of them.

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

- N. In the event the Company omits a listing from the White Pages of the Telephone Directory or lists an incorrect telephone number, the Company shall issue the Customer a credit as specified by Rule 4901:1-5-16 of the Ohio Administrative Code. Such credit shall not apply in cases where the Customer has provided such listing information after the deadline for Directory publication. The subscriber shall be given the option of taking the credit or pursuing other remedies consistent with Rule 4901:1-5-16 of the Ohio Administrative Code, and the limitations of liability contained within Section 2.1.4 of this Tariff.
- O. In conjunction with a non-published telephone number, the Company will not be liable for failure or refusal to complete any call to such telephone when the call is not placed by the number. The Company will try to prevent the disclosure of the number of such telephone, but will not be liable should such number be divulged.
- P. When a Customer with a non-published telephone number places a call to the Emergency 911 Service, the Company will release the name and address of the calling party, where such information can be determined to the appropriate local governmental authority responsible for the Emergency 911 Service upon request of such governmental authority. By subscribing to service under this tariff, Customer acknowledges and agrees with the release of information as described above.

**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 routing and preventive maintenance. Generally, such activities are not specific to an individual Customer but affect many Customer's services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notifications requirements. With some emergency or unplanned service-affecting conditions, such as outage resulting from cable damage, notification to the Customer may not be possible.

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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 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 and subject to Rules 4901:1-5-16 and 4901:1-5-20 of the Ohio Administrative Code.
- B. The Company shall use reasonable efforts to maintain facilities that it furnishes to the Customer. The Customer may not, nor may the Customer permit others except the Incumbent Local Exchange Carrier to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities installed by the Company, except upon written consent of the Company.
- C. The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Beyond this responsibility, the Company shall not be responsible for:
  - 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; or
  - 3. network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

**2.1.7 Non-routine Installation**

At the Customer's request, installation and/or maintenance may be performed outside Company's regular business hours or in hazardous locations. In such cases, charges based on the 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 into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply. Prior to the commencement of work, the Company will provide the Customer with an estimation of charges.

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## SECTION 2 - REGULATIONS (CONT'D)

### 2.1 Undertaking of the Company (Cont'd)

#### 2.1.8 Ownership of Facilities

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

### 2.2 Prohibited Uses

2.2.1 The services the Company *offers* shall not be used for any unlawful purposes or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits. Services also may not be used for any purpose for which any payment or other compensation is received by the Customer except when the Customer is a duly authorized regulated common carrier. This provision does not prohibit an arrangement between the customer, authorized user, or joint user to share the cost of the service as long as the arrangement generates no profit for any participant in the arrangement.

### 2.3 Obligations of the Customer

#### 2.3.1 General

The Customer shall be responsible for:

A. When placing an order for service, Customer must provide:

1. the name(s) and address(es) of the person(s) responsible for the payment of service charges; and
2. the name(s), telephone number(s), and address(es) of the Customer contact person(s).

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

- B. Reimbursing the Company for damages to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer's premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subrogated to the Company's right of recovery of damages to the extent of such payment.
- 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 operating environment on such premises.
- D. Obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide local exchange service to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1.C. Any costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service.
- E. Providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work.

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## SECTION 2 - REGULATIONS (CONT'D)

### 2.3 Obligations of the Customer (Cont'd)

#### 2.3.1 General (Cont'd)

- F. complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under section 2.3.1.D above; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- G. not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities; and
- H. making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.

#### 2.3.2 Claims

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

- A. any loss, destruction or damage to property of the Company or any third party, or the death of or injury to persons, including, but not limited to, employees or invitees of either the Company or the Customer, to the extent caused by or resulting from negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or
- B. any claim, loss damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, with limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

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**SECTION 2 - REGULATIONS (CONT'D)**

2.4 Customer Equipment and Channels

2.4.1 Interconnection of Facilities

- A. Services furnished by the Company may be connected to the services or facilities of other authorized communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections. Service furnished by the company is not part of a joint undertaking with such other carriers.
- B. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing local exchange service and the channels, facilities, or equipment of others may be provided at the Customer's expense.
- C. Facilities furnished under this tariff may be connected to Customer provided terminal equipment in accordance with the provision of this tariff.
- D. The Customer is responsible for taking all necessary legal steps for interconnecting his or her customer provided terminal equipment of communications systems with Company's facilities. Customers shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnections.

2.4.2 Inspections

- A. Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth herein for the installation, operation, and maintenance of any Customer-provided facilities and equipment to any Company-owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.

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**SECTION 2 - REGULATIONS (CONT'D)****2.4 Customer Equipment and Channels (Cont'd)****2.4.2 Inspections (Cont'd)**

- B. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the disconnection of service, to protect its facilities, equipment and personnel from harm. Disconnection of service will comply with Rule 4901:1-5-17 of the Ohio Administrative Code. The Company will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

**2.5 Payment Arrangements****2.5.1 Payment for Service**

The Customer is responsible for payment of all charges for service and facilities furnished by the Company to the Customer or authorized Users. If an entity other than the Company imposes charges on the Company, in addition to its own internal costs, in connection with a service for which a Company Non-Recurring Charge is specified, those charges may be passed on to the Customer.

Miscellaneous Rates and Charges: The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from, or pay to others, in support of support of statutory or regulatory programs. Examples of such programs include, but are not limited to, the Federal Universal Service Fund, the Primary Interexchange Carrier Charge, and compensation to pay telephone service providers for the use of their pay telephones to access the Company's Services.



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**SECTION 2 - REGULATIONS (CONT'D)**

2.5 Payment Arrangements (Cont'd)

2.5.2 Deposits

- A. Applicants for service or existing Customers whose financial condition is not applicable under the rules of the Public Utilities Commission of Ohio will have the opportunity to establish service in compliance with Rule 4901:1-5-13(B)(2) of the Ohio Administrative Code.
- B. Refund of Deposit
1. A deposit will be refunded to a customer after twelve consecutive months of prompt payments. The Company will refund the deposit to the Customer by direct payment, or, at the customer's request, apply deposit as a credit to the customer's account.
  2. When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded within 45 days from the date of termination. Before the service or facility is discontinued, the Company will return the deposit to the customer or, at the customer's request, apply deposit as a credit to the Customer's account.
- C. Interest to be Paid on Deposits
1. Interest will be paid on the deposit in accordance with Rule 4901:1-17-05 of the Ohio Administrative Code. Interest shall accrue on deposits held over 180 days and shall be paid to the Customer as follows:
    - by credit to the Customer's account once annually;
    - by payment to the Customer upon request, once annually;
    - by adding accrued interest to the amount of the deposit when refunded to the customer
    - by applying interest to any unpaid bill of the Customer upon termination of service with the Company
  2. All requirements for deposits and residential service guarantors will be consistent with Rules 4901:1-5-13 and 4901:1-5-14 of the Ohio Administrative Code.

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## SECTION 2 - REGULATIONS (CONT'D)

### 2.5 Payment Arrangements (Cont'd)

#### 2.5.3 Billing and Collection of Charges

It shall be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively.

- A. The Company shall render a bill during each billing period to every Customer. The billing period shall be monthly. The Company's bills and billing practices will comply with the Rule 4901:1-5-15 of the Ohio Administrative Code.
- B. Non-recurring charges are due and payable from the customer within 17 days after the invoice date, unless otherwise agreed to in advance.
- C. The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within 17 days after the invoice date. When billing is based on customer usage, charges will be billed monthly for the preceding billing periods.
- D. Customers may pay for services by cash or any cash equivalent, or, where technologically possible, and in the Company's discretion, by credit card.
- E. Company will bill Customer a one-time charge of \$10.00 if Customer's check for payment of service is returned for insufficient or uncollected funds, closed accounts, or any other insufficiency or discrepancy necessitating return of the check at the discretion of the drawee bank or other financial institution.
- F. 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, within twenty (20) days of the postmark on the bill, then a late payment penalty shall be due the Company. Late payment penalty shall be assessed only on that portion of the payment not received by the required due date, minus any charges billed as local taxes and any portion previously assessed a late payment penalty, multiplied by 1.5 percent or amount applicable by law.
- G. In accordance with Rule 4901:1-5-17(C) of the Ohio Administrative Code, if partial payment of a bill is made, the Company shall first credit the partial payment to any past due amount for regulated basic local exchange service and then to any toll or non-regulated charges unless the Customer pays the entire amount past due.

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**SECTION 2 - REGULATIONS (CONT'D)**

2.5 Payment Arrangements (Cont'd)

2.5.4 Disputed Bills

- A. For Residential Customers, informal complaints will be handled by the Company's customer service department, which will use good faith efforts to informally resolve the dispute. The Customer may contact the Company at 2997 LBJ Freeway, Suite 225, Dallas, Texas 75234 or (972) 488-5500. If the Company and the Residential Customer are unable to informally resolve the dispute, the customer may contact the Public Interest Center Staff of the Ohio Public Utilities Commission at 180 East Broad Street, Columbus, Ohio 43215 or toll free at 1-800-686-7826.
- B. The date of the dispute shall be the date the Customer contacts the Company.

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**SECTION 2 - REGULATIONS (CONT'D)****2.5 Payment Arrangements (Cont'd)****2.5.5 Discontinuance of Service**

The Company may with notice discontinue service or cancel an application for service for any of the following:

- A. Upon nonpayment of any regulated amounts owing to the Company, and after 10 days written notice of disconnection.
- B. Upon violation of any of the other material terms or conditions for furnishing service, the Company may, by giving 10 days prior written notice of disconnection to the Customer, discontinue service if such violation continues during that period.
- C. Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service.
- D. Upon the Customer's abandonment of service, the Company may, with prior notice to the Customer, immediately discontinue service.
- E. Violating federal, state or local laws or regulations through the use of service.
- F. The Company may discontinue the furnishing of any and/or all service(s) to a Customer:
  - 1. Immediately and without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services.
  - 2. The Customer provides false information to the Company regarding the Customer's identity, address, or use of services(s).
  - 3. The Customer uses, or attempts to use, service with the intent to avoid the payment, either in whole or in part, of the tariffed charges for the service by:
    - (a) Using or attempting to use service by rearranging, tampering with or making connections to the Company's service not authorized by this tariff, or
    - (b) Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or
    - (c) Any fraudulent means or devices.

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## SECTION 2 - REGULATIONS (CONT'D)

### 2.5 Payment Arrangements (Cont'd)

#### 2.5.5 Discontinuance of Service (Cont'd)

- G. The discontinuance of service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished up to the time of discontinuance.
- H. Local service maybe disconnected for nonpayment of charges asset forth in Rule 4901:1-5-17(A) of the Ohio Administrative Code.
- I. Toll service may be disconnected for nonpayment of charges as set forth in Rule 4901:1-5-17(B) of the Ohio Administrative Code.
- J. Service maybe disconnected, with notice, for conditions not involving non-payment asset forth in Rule 4901:1-5-17(D) and (E) of the Ohio Administrative Code.
- K. Service maybe disconnected, without notice, for conditions not involving non-payment as set forth in Rule 4901:1-5-17(G) of *the Ohio* Administrative Code.
- L. Establishment of a payment schedule and disconnection procedures for non-payment will be in accordance with Rule 4901:1-5-17(K) of the Ohio Administrative Code.
- M. Procedures for the reconnection of local and toll service will be in accordance with Rule 4901:1-5-17(M) of the *Ohio* Administrative Code.

#### 2.5.6 Credit Allowance - Directory

The terms and conditions applicable to subscriber credits due to the omission of a directory listing will be in accordance with Rule 4901:1-5-16(F) of the Ohio Administrative Code.

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**SECTION 2 - REGULATIONS (CONT'D)**

**2.6 Allowances for Interruptions of Service**

Interruptions in service that are not caused by the Customer, or during which the Company does not provide a satisfactory replacement service, will be credited to the Customer as set forth in 2.6.1 for the part of the service that the interruption affects. Rule 4901:1-5-16(A)(1) through (4) and (C) set forth the terms and conditions for credit exceptions.

**2.6.1 Credit Allowances**

- A. The terms and conditions applicable to subscriber credits due to extended out-of-service conditions will be in accordance with Rule 4901:1-5-16(A) and (B) of the Ohio Administrative Code.
- B. The terms and conditions applicable to subscriber credits due to failure to install new service in a timely fashion will be in accordance with Rule 4901:1-5-16(D) of the Ohio Administrative Code.
- C. The terms and conditions applicable to subscriber credits due to failure to install new service in a timely fashion (missed appointments) will be in accordance with Rule 4901:1-5-16(E) of the Ohio Administrative Code.

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**SECTION 2 - REGULATIONS (CONT'D)**

2.7 Cancellation of Service

2.7.1 Cancellation of Service Order

- A. The Company permits a Customer to cancel a Service Order prior to the start of service or prior to any special constructions.
- B. Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of service ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.
- C. The special charges described in 2.7.1.A and 2.7.1.8 will be calculated and applied on a case-by-case basis.

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**SECTION 2 - REGULATIONS (CONT'D)**

2.8 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (a) to any subsidiary, parent company or affiliate of the Company; (b) pursuant to any sale or transfer or substantially all the assets of the Company; or (c) pursuant to any financing, merger or reorganization of the Company.

2.9 Notices and Communications

2.9.1 The Customer shall designate an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.

2.9.2 The Company shall designate an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address to which the Customer shall mail payment on that bill.

2.9.3 All notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.



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### SECTION 3 - SERVICE DESCRIPTIONS AND RATES

#### 3.1 Local Exchange Service

##### 3.1.1 The Company's Local Telephone Service enables the Customer to:

- Place or receive calls to any calling Station in the local calling area,
- Access basic 911 Emergency Service if available in the Customer's area;
- Where available, place or receive calls to 800 telephone numbers; - Access operator services; and
- Access long distance providers.

The Company's service cannot be used to originate calls to other companies' caller-paid information services (e.g. 900. 976). The Company adopts the exchange map(s) and legal description(s) filed with the Commission by the incumbent local exchange carrier(s) whose services the Company resells. The Company's local calling area is identical to incumbent local exchange carriers as defined in their applicable tariffs.

##### 3.1.2 Local Line

Local Line provides the Customer with a single, voice-grade communications channel. Each Local Line will include a telephone number. At the request of the customer, the following types of calls and services may be blocked by the Company: long distance; collect calls; operator-assisted calls; directory assistance calls; third number billed calls; or any service that may be billed to Customer's telephone number. In the event Customer fails to compensate Company for any of the aforementioned services for which no blocking had been requested by the Customer, the Company shall exercise all rights provided to it under Rule 4901:1-5-17 of the Ohio Administrative Code.

##### A. Standard Features

Each Local Line Customer is provided with only basic local telephone service as defined in 3.1.1.

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**SECTION 3 - SERVICE DESCRIPTIONS AND RATES (CONT'D)**

## 3.1 Local Exchange Service (Cont'd)

## 3.1.2 Local Line (Cont'd)

## B. Optional Features

- Call Waiting
- Call Return Three-Way Calling
- Caller ID Name & Number
- Unlisted Phone Number

## C. Local Line Rates and Charges

A Local Line Customer will be charged applicable Non-Recurring Charges and monthly Recurring Charges as specified below.

## 1. One Time Fee

	<u>Maximum Rate</u>
One Time Activation/Installation Fee	\$60.00
Suspension Fee	\$50.00
Restoral Fee	\$50.00
Conversion Fee	\$50.00
Primary Interexchange Carrier Change Charge *	\$25.00
*per long distance carrier change request	\$40.00
Return Check Charge	
Premises Visit Charge	\$60.00
First 15 Minutes	
Additional 15 Minutes	\$30.00

## 2. Recurring Charges

	<u>Maximum Rate</u>
Local Line -- Monthly Recurring - SBC Exchanges	\$60.00
Directory Assistance*	\$1.50
DACC*	\$1.50
*Per call	

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**SECTION 3 - SERVICE DESCRIPTIONS AND RATES (CONT'D)**

## 3.1 Local Exchange Service (Cont'd)

## 3.1.2 Local Line (Cont'd)

## C. Local Line Rates and Charges (Cont'd)

## 3. Optional Features

	<u>Maximum Rate</u>
One Time Activation Fee*	\$40.00
One Time Activation Fee**	\$40.00

\* If service is installed at time of local line initial installation.

\*\* If service is installed after local line initial installation.

	<u>Monthly Maximum Rate</u>
Call Waiting	\$15.00
Call Return	\$15.00
Three-Way Calling	\$15.00
Caller ID Name & Number	\$20.00
Unlisted Number	\$15.00

## Per-Use Charges:

	<u>Monthly Maximum Rate</u>
Automatic Callback	\$1.00
Repeat Dialing	\$1.50
Three-Way Calling	\$1.00
Call Forwarding (Temporary)	\$2.00

Issued: August 28, 2003

Issued Pursuant to Case No. 03-1534-TP-ACE

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Issued by:

David M. Pikoff, Vice President  
dPi Teleconnect, L.L.C.  
2997 LBJ Freeway, Suite 225  
Dallas, Texas 75234

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**SECTION 3 - SERVICE DESCRIPTIONS AND RATES (CONT'D)**

3.2 Directory Listings

The Company shall provide for a single directory listing, termed the primary listing, in the telephone directory published by the dominant exchange service provider in the Customer's exchange area of the Station number which is designated as the Customer's main billing number.

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

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

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

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

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**SECTION 3 - SERVICE DESCRIPTIONS AND RATES (CONT'D)****3.3 Emergency Services (Enhanced 911)**

Allows Customers to reach appropriate emergency services including police, fire and medical services. Enhanced 911 has the ability to selectively route an emergency call to the primary E911 provider so that it reaches the correct emergency service located closest to the caller. In addition, the Customer's address and telephone information will be provided to the primary E911 provider for display at the Public Service Answering Point (PSAP).

**3.4 Promotional Offerings**

The Company, from time to time, may make promotional offerings of its services which may include waiving or reducing the applicable charges for the promoted service. The promotional offerings may be limited as to the duration, the date and times of the offerings and the locations where the offerings are made. Promotional offerings will be filed with the Commission.

**3.5 Customer Service**

Customer service is available 24 hours a day, seven days a week by calling 800-687-6727 or writing the Company at 2997-LBJ Freeway, Suite 225, Dallas, Texas 75234. The Company's administrative offices may be reached at 972488-5500.

**3.6 Repair Service**

The Company provides and maintains service to the point of demarcation. The Customer is not responsible for any charges associated with or related to maintaining service to the point of demarcation. In the event that the Customer reports service trouble to the Company and it is subsequently determined that the problem/failure of the service is located at a point in the network beyond the point of demarcation, the Customer is responsible for any and all charges incurred by the Company in isolating and/or repairing the service. If the Customer's premises does not have a demarcation point then there is no charge in isolating and/or repair the service.

**3.7 Long Distance Service**

The Customer will have access to the long distance carrier of their choice, provided that the Company will not be responsible for any billing and collection activities associated with such long distance services..

**SECTION 4 - SERVICE AREAS****4.1 Legal Descriptions and Maps**

The Company hereby minors the Map and Legal Description tariffs of the exchanges, by Incumbent Local Exchange Carrier, listed below to identify its service territory. Any future modifications to these exchange boundaries or legal descriptions of these boundaries will be automatically mirrored by the Company on a going forward basis. If not mirrored, new detailed maps and legal descriptions on an individual exchange basis will be filed with the PUCO for approval. 4.2

**4.2 SBC Ohio Exchange Service Areas****EXCHANGE AREAS IN LOCAL SERVICE AREA****EXCHANGE AREA**

Aberdeen:	Aberdeen Ripley
Akron:	Akron Atwater Greensburg Hartville Kent Manchester Mogadore North Canton Ravenna Rootstown Uniontown
Alliance:	Alliance Atwater Canton Marlboro Sebring

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**SECTION 4 - SERVICE AREAS (CONT'D)****4.2 SBC Ohio Exchange Service Areas (Cont'd)****EXCHANGE AREA**

Alton:	Columbus Met. Area London
Arabia:	Arabia Guyan Ironton Walnut
Atwater:	Akron Atwater Alliance Kent Marboro Ravenna Rootstown
Barnesville:	Barnesville Beallsville Bethesda Somerton
Beallsville:	Beallsville Barnesville Bethesda Clarington Somerton Woodsfield

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**SECTION 4 - SERVICE AREAS (CONT'D)****4.2 SBC Ohio Exchange Service Areas (Cont'd)****EXCHANGE AREA**

Beavercreek:	Dayton Met. area Donnelsville Enon Jamestown Medway New Carlisle Spring Valley Xenia  Yellow Springs - Clifton Cedarville
Bedford:	Cleveland Met. Area Chesterland
Belfast:	Hillsboro Marshall Sugar Tree Ridge
Bellaire Wheeling Zone VI: (Wheeling Zone VI)	Wheeling Zone VII Wheeling Zone VIII
Bellbrook:	Dayton Met. area Donnelsville Enon Medway New Carlisle Spring Valley Xenia



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**SECTION 4 - SERVICE AREAS (CONT'D)****4.2 SBC Ohio Exchange Service Areas (Cont'd)****EXCHANGE AREA**

Belpre:	Belpre Marietta
Berea:	Cleveland Met. Area Chesterland
Bethesda:	Bethesda Barnesville Beallsville Somerton Wheeling Zone VIII
Bloomington:	Bloomington Manchester Massillon North Canton Jeffersonville New Holland Sedalia Washington Court House
Bloomingtonville:	Bloomingtonville Jamestown Milledgeville Jamestown Xenia
Breckville:	Cleveland Met. Area Chesterland

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**SECTION 4 - SERVICE AREAS (CONT'D)**

## 4.2 SBC Ohio Exchange Service Areas (Cont'd)

## EXCHANGE AREA

Burton:	Burton Chagrin Falls Cleveland Terrace
Canal Fulton:	Canal Fulton Akron Canton
Canal Winchester:	Columbus Met. Area Carroll Lancaster
Canal Winchester:	Columbus Met. Area Carroll Lancaster
Canfield Canton	Alliance Canal Canton Fulton Hartville Louisville Magnolia-Waynesburg Marlboro Massillon Navarre North Canton

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**SECTION 4 - SERVICE AREAS (CONT'D)****4.2 SBC Ohio Exchange Service Areas (Cont'd)****EXCHANGE AREA**

Canton:	Alliance Canal Fulton Hartville Louisville Magnolia-Waynesburg Canton Marlboro Massillon Navarre North Canton
Carroll:	Carroll Canal Winchester Columbus Lancaster
Castalia:	Castalia Bloomington Sandusky
Cedarville:	Cedarville Jamestown Pitchin South Solon South Charleston Yellow Springs-Clifton Xenia Dayton Beavercreek Springfield

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**SECTION 4 - SERVICE AREAS (CONT'D)****4.2 SBC Ohio Exchange Service Areas (Cont'd)****EXCHANGE AREA**

Centerville:	Dayton Met. Area Donnelsville Enon Medway Franklin New Carlisle Spring Valley
Burton:	Cleveland Met. area Chesterland
Chagrin Falls:	Cheshire Chesterland Christiansburg
Cheshire:	Gallipolis Vinton
Chesterland:	Cleveland Met. area Kirtland
Christiansburg Fletcher - Lena:	New Carlisle North Hampton
Clarington:	Clarington Beallsville Duffy Woodsfield

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**SECTION 4 - SERVICE AREAS (CONT'D)****4.2 SBC Ohio Exchange Service Areas (Cont'd)****EXCHANGE AREA**

Cleveland:	Burton Cleveland Met Area Chesterland Leroy
Columbiana:	Columbiana East Palestine Lisbon Leetonia New Waterford North Lima Rogers Salem Youngstown
Columbus:	Carroll Columbus Met Area London
Conesville:	Conesville Coshocton Dresden West Lafayette
Coming:	Coming New Lexington Shawnee
Coshocton	Coshocton Conesville West Lafayette

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**SECTION 4 - SERVICE AREAS (CONT'D)****4.2 SBC Ohio Exchange Service Areas (Cont'd)****EXCHANGE AREA**

Dalton

Dalton  
Massillon

Danville Danville Hillsboro

Sugar Tree Ridge

Dayton

Dayton Met. Area  
Donnelsville Enon  
Franklin  
Jamestown  
Medway  
Middletown New  
Carlisle Spring  
Valley  
Yellow Springs - Clifton  
Xenia  
Cedarville  
Trenton

Donnelsville

Donnelsville  
Dayton Met. Area  
Enon Medway  
New Carlisle  
North Hampton  
Springfield

Dresden

Dresden  
Conesville  
Zanesville

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David M. Pikoff, Vice President  
dPi Teleconnect, L.L.C.  
2997 LBJ Freeway, Suite 225  
Dallas, Texas 75234

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**SECTION 4 - SERVICE AREAS (CONT'D)**

4.2 SBC Ohio Exchange Service Areas (Cont'd)

EXCHANGE AREA

Dublin Columbus Met Area

Duffy

Duffy  
Clarington  
Graysville  
New Matamoras  
Woodsfield

East Liverpool

East  
Liverpool  
Lisbon  
Rogers  
Salineville W  
ellsville

East Palestine

East  
Palestine  
Columbiana  
Lisbon  
New  
Waterford  
Rogers  
Salem  
Youngstown

Enon Enon

Dayton Met.  
Area Donnesville  
Springfield  
Yellow Springs - Clifton

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**SECTION 4 - SERVICE AREAS (CONT'D)**

4.2 SBC Ohio Exchange Service Areas (Cont'd)

EXCHANGE AREA

Findlay	Dayton Met. Area Donnelsville Enon Medway New Carlisle Spring Falley Yellow Springs - Clifton
Fletcher - Lena Fletcher - Lena Christiansburg Piqua	
Fostoria	Fostoria New Riegel
Franklin Dayton	Centerville Franklin Miamisburg-West Carrollton Middletown
Fremont	Fremont Lindsey



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**SECTION 4 - SERVICE AREAS (CONT'D)****4.2 SBC Ohio Exchange Service Areas (Cont'd)****EXCHANGE AREA**

Fultonham	Fultonham New Lexington Roseville Somerset Zanesville
Gahanna Columbus Met. Area	
Gallipolis Gallipolis Cheshire Guyan	Rio Grande Vinton Walnut
Gates Mills	Cleveland Met. Area Chesterland Kirtland Mentor
Girard	Girard Hubbard Niles Youngstown
Glenford Glenford	New Lexington Somerset Thomville

---

**SECTION 4 - SERVICE AREAS (CONT'D)****4.2 SBC Ohio Exchange Service Areas (Cont'd)****EXCHANGE AREA**

Gnadenhutten	Gnadenhutten Newcomerstown Uhrichsville
Graysville	Graysville Duffy Lewisville New Matamoras Woodsfield
Greensburg	Greensburg Akron Manchester North Canton Uniontown
Grove City	Columbus Met. Area
Groveport	Columbus Met. Area
Guyan	Guyan Arabia Gallipolis Walnut
Harrisburg	Columbus Met. Area London

---

**SECTION 4 - SERVICE AREAS (CONT'D)**

## 4.2 SBC Ohio Exchange Service Areas (Cont'd)

## EXCHANGE AREA

	Hartville
	Akron Canton
	Louisville
Hillcrest	Cleveland Met. Area Chesterland Kirtland
	Marlboro
	North Canton
	Uniontown
Hilliard	Columbus Met. Area
Hillsboro	Hillsboro Belfast Danville Marshall Rainsboro
	Sugar Tree Ridge
Holland	Toledo Met.
Hubbard	Hubbard
	Girard
	Lowellville
	Youngstown
	Sharon
Independence	Cleveland Met. Area
	Chesterland

---

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Issued by: David M. Pikoff, Vice President  
dPi Teleconnect, L.L.C.  
2997 LBJ Freeway, Suite 225  
Dallas, Texas 75234

---

**SECTION 4 - SERVICE AREAS (CONT'D)**

4.2 SBC Ohio Exchange Service Areas (Cont'd)

EXCHANGE AREA

Ironton Ironton Arabia

Jamestown

Jamestown  
Beavercreek  
Bowersville  
Cedarville  
Dayton  
Jeffersonville  
Milledgeville  
South Solon  
Xenia

Jeffersonville

Jeffersonville  
Bloomingbur  
g Jamestown  
Milledgeville  
Sedalia South  
Solon  
Washington Court House

Kent

Kent  
Akron  
Atwater  
Mantua  
Mogodore  
Ravenna  
Rootstown

---

**SECTION 4 - SERVICE AREAS (CONT'D)****4.2 SBC Ohio Exchange Service Areas (Cont'd)****EXCHANGE AREA**

Kirtland		Kirtland Chesterland Gates Mills Hillcrest Mentor Painesville Terrace W ickliffe Willoughby
Lancaster	Lancaster	Canal Winchester Carroll Rushville Sugar Grove
Leetonia		Leetonia Lisbon Columbiana Salem Youngstown
Leroy		Leroy Cleveland Mentor Painesville Willoughby

---

**SECTION 4 - SERVICE AREAS (CONT'D)****4.2 SBC Ohio Exchange Service Areas (Cont'd)****EXCHANGE AREA**

LindseyLindsey Fremont

Lisbon

Lisbon  
Columbiana  
East  
Liverpool  
East  
Palestine  
Leetonia  
Rogers  
Salem  
Salineville  
Wellsville  
New Waterford

Lockbourne Columbus Met. Area

London London

Alton  
Columbus  
Harrisburg  
Sedalia  
South  
Charleston  
South Solon  
South Vienna  
West Jefferson

Louisville

Louisville  
Canton  
Hartville  
North  
Canton

---

**SECTION 4 - SERVICE AREAS (CONT'D)**

## 4.2 SBC Ohio Exchange Service Areas (Cont'd)

## EXCHANGE AREA

Lowellville	Lowellville Hubbard North Lima Youngstown
Magnolia-Waynesburg	Magnolia-Waynesburg Canton
Manchester	Manchester Akron Canal Fulton Greensburg
Mantua	Mantua Kent Ravenna
Marietta Marietta Newport Belpre	New Matamoras
Marlboro Marlboro Alliance Atwater Canton Hartville	Rootstown

---

**SECTION 4 - SERVICE AREAS (CONT'D)**

4.2	SBC Ohio Exchange Service Areas (Cont'd)	Marshall Belfast Hillsboro Rainsboro
	EXCHANGE AREA	
	Martins Ferry Bridgeport Wheeling Zone VII (Wheeling Zone VI)	Wheeling Zone VI Wheeling Zone VIII
	Massillon	Massillon Canal Fulton Canton Dalton Navarre North Canton
	Maumee Toledo Met. Area	
	Medway Medway	Dayton Met. Area Donnelsville New Carlisle Springfield
	Mentor	Mentor Gates Mills Kirtland Leroy Painesville Wickliff Willoughby



---

**SECTION 4 - SERVICE AREAS (CONT'D)****4.2 SBC Ohio Exchange Service Areas (Cont'd)****EXCHANGE AREA**

Miamisburg - West Carrollton	Dayton Met. Area Donnelsville Enon Franklin Medway New Carlisle Spring Valley
Middletown	Middletown Dayton Franklin Monroe Trenton
Milledgeville Milledgeville Bowersville Jamestown Jeffersonville	Washington Court House
Mingo Junction	Mingo Junction Steubenville
Mogadore	Mogadore Akron Kent Uniontown n
Monroe	Monroe Middletown Trenton

---

**SECTION 4 - SERVICE AREAS (CONT'D)****4.2 SBC Ohio Exchange Service Areas (Cont'd)****EXCHANGE AREA**

Montrose	Cleveland Met. Area Chesterland
Murray City Murray City Nelsonville Shawnee	
Navarre Navarre Canton Massillon	
Nelsonville Nelsonville Murray City Shawnee	
New Albany Columbus Met. Area	
New Carlisle	New Carlisle Christiansburg Dayton Met. Area Donnelsville Medway North Hampton Springfield
Newcomerstown	Newcomerstown Gnadenhutten West Lafayette

---

**SECTION 4 - SERVICE AREAS (CONT'D)**

## 4.2 SBC Ohio Exchange Service Areas (Cont'd)

## EXCHANGE AREA

New Holland  
Bloomingburg  
Washington Ct. Hse.

New Lexington

New Lexington  
Coming  
Fultonham  
Glenford  
Roseville  
Shawnee  
Somerset  
Thomville  
Zanesville'

New Matamoras

New Matamoras  
Duffy Graysville  
Marietta  
Newport

Newport Newport Marietta

New Matamoras

New Riegel

New Riegel  
Fostoria  
Tiffm

\* Local Calling Plus (Measured Rate Service)

---

**SECTION 4 - SERVICE AREAS (CONT'D)****4.2 SBC Ohio Exchange Service Areas (Cont'd)****EXCHANGE AREA**

New Waterford

New Waterford  
Columbiana  
East Palestine  
Rogers Lisbon  
North Lima  
Salem  
Youngstown

Niles Niles

Girard  
North Jackson  
Youngstown

North Canton

North Canton  
Akron Canal  
Fulton  
Canton  
Greensburg  
Hartville  
Louisville  
Massillon  
Uniontown

North Hampton

North Hampton  
Christiansburg  
Donnelsville  
New Carlisle  
Springfield  
Tremont City

---

**SECTION 4 - SERVICE AREAS (CONT'D)**

## 4.2 SBC Ohio Exchange Service Areas (Cont'd)

## EXCHANGE AREA

**EXCHANGE AREA**

North Jackson	North Jackson Canfield Niles Youngstown
North Lima	North Lima Canfield Columbiana Lowellville Youngstown New Waterford
North Royalton	Cleveland Met. Area Chesterland
Norwich	Norwich Philo Zanesville
Olmsted Falls	Cleveland Met. Area Chesterland
Painesville	Painesville Kirtland Leroy Mentor Willoughby
Perrysburg	Toledo Met. Area

---

**SECTION 4 - SERVICE AREAS (CONT'D)****4.2 SBC Ohio Exchange Service Areas (Cont'd)****EXCHANGE AREA**

Philo

Philo  
Norwich  
Roseville  
Zanesville

Piqua Piqua

Fletcher - Lena

Pitchin Pitchin

Cedarville  
South  
Charleston  
Springfield  
Yellow Springs Clifton

Rainsboro Rainsboro Hillsboro Marshall

Ravenna

Akron  
Atwater  
Ravenna  
Kent  
Mantua  
Rootstown

Reynoldsburg Columbus Met. Area

Rio Grande

Rio Grande  
Gallipolis  
Vinton  
Walnut

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2997 LBJ Freeway, Suite 225  
Dallas, Texas 75234

---

**SECTION 4 - SERVICE AREAS (CONT'D)****4.2 SBC Ohio Exchange Service Areas (Cont'd)****EXCHANGE AREA**

	Ripley Aberdeen
Rogers	Rogers Columbiana East Liverpool East Palestine Lisbon New Waterford
Rootstown	Rootstown Atwater Kent Marlboro Ravenna Akron
Roseville	Roseville Fultonham New Lexington Philo Zanesville
Rushville	Rushville Lancaster Somerset Thomville

---

**SECTION 4 - SERVICE AREAS (CONT'D)****4.2 SBC Ohio Exchange Service Areas (Cont'd)****EXCHANGE AREA**

St. Clairsville	Bethesda	
(Wheeling Zone VIII)	Wheeling Zone VIII	Wheeling Zone VI
		Wheeling Zone VII
Salem	Canfield	
		Eat Palestine
		Salem
		Columbiana
		Leetonia
		Lisbon
		New Waterford
		Youngstown
Salineville		Salineville
		East Liverpool
		Lisbon
		Wellsville
Sandusky		Sandusky
		Bloomington
		Castalia
Sebring		Sebring
		Alliance
Sedalia		Sedalia
		Bloomington
		Jeffersonville
		London South
		Solon

---

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---

**SECTION 4 - SERVICE AREAS (CONT'D)****4.2 SBC Ohio Exchange Service Areas (Cont'd)****EXCHANGE AREA**

Sharon	Sharon Hubbard Youngstown
Shawnee	Shawnee Corning Murray City Nelsonville New Lexington
Somerset	Somerset Fultonham Glenford New Lexington Rushville Thomville
Somerton    Somerton    Barnesville    Beallsville    Bethesda	Woodsfield
South Charleston	South Charleston Cedarville London Pitchin South Solon South Vienna Springfield

---

**SECTION 4 - SERVICE AREAS (CONT'D)****4.2 SBC Ohio Exchange Service Areas (Cont'd)****EXCHANGE AREA**

South Solon

South Solon  
Cedarville  
Jamestown  
Jeffersonville  
London  
Sedalia  
South Charlestown

South Vienna

South Vienna  
London  
South Charleston  
Springfield

Springfield      Springfield

Donnelsville  
Enon  
Medway New  
Carlisle North  
Hampton  
Pitchin  
South Charleston  
South Vienna  
Tremont City  
Yellow Springs - Clifton  
Cedarville

Spring Valley

Spring Valley  
Dayton Met. Area  
Xenia

---

**SECTION 4 - SERVICE AREAS (CONT'D)****4.2 SBC Ohio Exchange Service Areas (Cont'd)****EXCHANGE AREA**

Steubenville	Steubenville Mingo Junction Toronto
Strongsville	Cleveland Met. Area Chesterland
Sugar Grove	Sugar Grove Lancaster
Sugar Tree Ridge	Sugar Tree Ridge Belfast Danville Hillsboro Winchester
Terrace	Cleveland Met. Area Burton Chesterland Kirtland
Thomville	Thornville Glenford New Lexington Rushville Somerset
Tiffin	Tiffin New Riegel
Toledo Toledo Met. Area	

---

**SECTION 4 - SERVICE AREAS (CONT'D)**

4.2 SBC Ohio Exchange Service Areas (Cont'd)

EXCHANGE AREA

Toronto

Toronto Steubenville  
Wellsville

Tremont City

Tremont City North Hampton  
Springfield

Trenton

Trenton Dayton Middletown  
Monroe

Cleveland Met. Area Chesterland

Uhrichsville Gnadenhutten

Uniontown Akron Greensburg Mogadore Hartville North Canton

Upper Sandusky Upper Sandusky

---

**SECTION 4 - SERVICE AREAS (CONT'D)**

## 4.2 SBC Ohio Exchange Service Areas (Cont'd)

## EXCHANGE AREA

Vandalia	Dayton Met. Area Donnelsville Enon Medway New Carlisle Spring Valley
Victory	Cleveland Met. Area Chesterland
Vinton	Vinton Cheshire Gallipolis Rio Grande
Walnut	Walnut Arabia Gallipolis Guyan Rio Grande
Washington Court House	Washington Ct. Hse. Bloomingburg Jeffersonville Milledgeville New Holland

---

**SECTION 4 - SERVICE AREAS (CONT'D)****4.2 SBC Ohio Exchange Service Areas (Cont'd)****EXCHANGE AREA**

Wellsville	Wellsville East Liverpool Lisbon Salineville Toronto
Westerville      Columbus Met. Area	
West Jefferson	Columbus Met. Area London
West Lafayette	West Lafayette Conesville Coshocton Newcomerstown
Whitehouse      Toledo Met Area	
Wickliffe	Cleveland Met. Area Chesterland Kirtland Mentor
Willoughby	Cleveland Met. Area Chesterland Kirtland Leroy Mentor Painesville

---

**SECTION 4 - SERVICE AREAS (CONT'D)****4.2 SBC Ohio Exchange Service Areas (Cont'd)****EXCHANGE AREA**

Winchester

Winchester  
Sugar Tree  
Ridge

Woodsfield

Woodsfield  
Beallsville  
Clarington  
Duffy  
Graysville  
Lewisville  
Somerton

Worthington Columbus Met. Area

Xenia Xenia

Beavercreek  
Bellbrook  
Bowersville  
Cedarville  
Jamestown  
Spring  
Valley  
Yellow Springs - Clifton  
Dayton

---

**SECTION 4 - SERVICE AREAS (CONT'D)**

4.2 SBC Ohio Exchange Service Areas (Cont'd)

EXCHANGE AREA

Yellow Springs - Clifton

Yellow Springs - Clifton  
Beavercreek Cedarville  
Dayton Enon Fairborn  
Pitchin Xenia Springfield

Youngstown

Youngstown  
Canfield  
Columbiana  
East Palestine  
Girard  
Hubbard  
Leetonia  
Lowellville  
Niles  
North Jackson  
North Lima New  
Waterford Salem  
Sharon

Zanesville

Zanesville  
Dresden  
Fultonham  
Norwich  
Philo  
Roseville  
New Lexington



---

**PRICE LIST**
Local Line Rates and Charges

A Local Line Customer will be charged applicable Non-Recurring Charges and monthly Recurring Charges as specified below.

I.	One-Time Activation Fee	
	One-Time Activation/Installation Fee	\$40.00
	Suspension Restoral Fee	\$20.00
	Conversion Fee	\$20.00
2.	Recurring Charges	
	Local Line - Monthly Recurring	\$58.99 - SBC Exchanges
	Directory Assistance	\$ .85**
3.	** Per directory assistance call	
	Optional Features	
	One-Time Activation Fee	\$5.00*
	One-Time Activation Fee	\$20.00**

\*If service is installed at time of local line initial installation.

\*\*If service is installed after local line initial installation

Monthly	
Call Waiting\$	\$7.00
Call Return	\$7.00
Three-Way Calling	\$7.00
Caller ID Name & Number	\$12.00
Unlisted Number	\$7.00

---

**PRICE LIST**

Directory Listings

1. Non-Recurring Charges

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

Primary Listing (one number)	\$0.01
------------------------------	--------

**dpi Teleconnect, LLC**

**EXHIBIT B**

Proposed Revised Tariff Pages

The Company is submitting a replacement tariff

*This tariff, P.U.C.O. Tariff No. 2 filed by dPi Teleconnect, L.L.C., cancels and replaces, in its entirety, the current tariff on file with the Commission, dPi Teleconnect, L.L.C. P.U.C.O. Tariff No. 1.*

*Detariffed services are available at [www.dpiteleconnect.com/public/legal.aspx](http://www.dpiteleconnect.com/public/legal.aspx) and may also be viewed at the Company's headquarters: 1330 Capital Parkway, Carrollton, Texas 75006*

**dPi Teleconnect, L.L.C.**

**REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES  
APPLYING TO LOCAL SERVICES  
WITHIN THE STATE OF OHIO**

Tariff No. 90-9267-TP-TRF

**This tariff is in compliance with Rule 4901:1-6, Ohio Administrative Code.**

---

Issued: January 13, 2012

Effective: February 12, 2012

Issued by: Melanie King, Regulatory Affairs Manager  
dPi Teleconnect, L.L.C.  
1300 Capitol Parkway  
Carrollton, Texas 75006

Case No. 12-0279-TP-ATA

OH11201

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**CHECK SHEET**

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

<u>PAGE</u>	<u>REVISION</u>		<u>PAGE</u>	<u>REVISION</u>	
Title	Original	*	21	Original	*
1	Original	*	22	Original	*
2	Original	*	23	Original	*
3	Original	*	24	Original	*
4	Original	*	25	Original	*
5	Original	*	26	Original	*
6	Original	*	27	Original	*
7	Original	*	28	Original	*
8	Original	*	29	Original	*
9	Original	*	30	Original	*
10	Original	*	31	Original	*
11	Original	*	32	Original	*
12	Original	*			
13	Original	*			
14	Original	*			
15	Original	*			
16	Original	*			
17	Original	*			
18	Original	*			
19	Original	*			
20	Original	*			

\* - indicates those pages included with this filing

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OH11201

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                   dPi Teleconnect, L.L.C.  
                   1300 Capitol Parkway  
                   Carrollton, Texas 75006

Case No. 12-0279-TP-ATA

OH11201

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### EXPLANATION OF SYMBOLS

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

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

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OHI1201

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### TARIFF FORMAT

- A. Page Numbering - Page numbers appear in the upper-right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the Tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between Page 14 and 15 would be 14.1.
- B. Page Revision Numbers - Revision numbers also appear in the upper-right corner of the 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 third revised Page 14. Because of various suspension periods, deferrals, etc. the Commission follows in their Tariff approval process, the most current page number on file with the Commission is not always the Tariff page in effect.
- C. Paragraph Numbering Sequence - There are six levels of paragraph coding. Each level of coding is subservient to its next higher level of coding.
- 2.
  - 2.1.
  - 2.1.1.
  - 2.1.1.A.
  - 2.1.1.A.1.
  - 2.1.1.A.1.(a).



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### **APPLICATION OF TARIFF**

dPi Teleconnect, L.L.C. (hereinafter "Company") provides telecommunications services in accordance with the requirements of the Ohio Administrative Code and the Ohio Revised Code apply to the operations of the Company. The Company will comply with the Commission's policies and requirements for persons with communications disabilities and privacy and number disclosure requirements covered in subject cases. Any changes in terms or conditions of this tariff and/or operations of the Company will generate an obligation of the Company to provide notice of such changes in accordance with the Commission's Rules.

This tariff is on file with the Public Utility Commission of Ohio. In addition, this tariff is available for review during normal business hours, at the main office of dPi Teleconnect, L.L.C, 1330 Capitol Parkway, Carrollton, Texas 75006.

This tariff is effective for local exchange services only where an approved interconnection agreement exists with the incumbent LEC currently serving such area.

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Case No. 12-0279-TP-ATA

OHI1201

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## SECTION 1 - DEFINITIONS

### 1.1 Definitions

Certain terms used generally throughout this tariff are defined below.

Account Number: Customer's telephone number is his/her account number.

Advance Payment: Payment that may be required by the company as a means of being compensated for extraordinary expenses, including, but not limited to, special construction costs associated with a particular service installation.

Application for Service: A standard order form which includes all pertinent billing, technical, and other descriptive information which will enable Company to provide telecommunication service.

Authorized User: A person that either is authorized by the Customer to use local exchange telephone service at Customer's residence or other location, or is placed in a position by the Customer, either through acts or omissions, to use local exchange telephone service.

Authorized Code: A numerical code, one or more of which are assigned to Customer to enable Company to identify use of service on his or her account and to bill Customer accordingly for such service. Multiple authorization codes may be assigned to Customer to identify individual users or groups of users on his or her account.

Commission: Public Utilities Commission of Ohio unless content indicates otherwise.

Company: dPi Teleconnect, L.L.C., a Delaware Limited Liability Company, the issuer of this tariff.

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

Customer-Provided Equipment: Terminal equipment, as defined herein, provided by Customer.

Demarcation Point: The premises wire demarcation point begins where the Customer's inside wire connects to the intrabuilding network cable (INC). Where there is no INC, the demarcation point is the point of entry at Company's entrance facility. This demarcation point separates the responsibility of the end user from that of a vendor or Company's vendor of choice for premises wire repair and Customer Provided Equipment trouble isolation.

Disconnection: The disconnection of a circuit, dedicated access line, or port connection being used for existing service.

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Case No. 12-0279-TP-ATA

OH11201

---

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

### 1.1 Definitions (Cont'd.)

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

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

Local Service: Service which provides for exchange telephone communication within the local service area at rates and under regulations as provided in this Tariff.

Local Service Area: That area within which a Customer to exchange service can make telephone calls at exchange rates. A local service area may be made up of one or more central office areas or exchange areas.

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

Premises: Customer premises is all space in the same building occupied by a Customer and all space occupied by the same Customer in different buildings or continuous property.

(Premises) Inside Wire: Inside (premises) wire (simple wire) refers to all non system inside (premises) telephone wire on the Customer's side of the inside wire demarcation point but does not include Customer premises equipment.

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

---

**SECTION 1 - DEFINITIONS (CONT'D.)****1.1 Definitions (Cont'd.)**

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

Service Order: The written request for local exchange services executed by the Customer and the Company in a format specified by the Company. The signing of a Service Order by the Customer and acceptance thereof by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date. Service Order may also be referred to as Customer Service Agreement.

Services: The Company's local telecommunications services offered to the Customer within the State of Ohio.

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

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

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

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

---

## SECTION 2 - REGULATIONS

### 2.1 Undertaking of the Company

#### 2.1.1 Scope

- A. The Company undertakes to furnish intrastate telecommunications services within the state of Ohio under the terms of this tariff as a reseller. Service is available 24 hours a day, seven days a week.
- B. The Company is responsible under this tariff only for the services and facilities provided herein. Should Customers use such services and facilities to obtain access to services offered by other providers, the Company assumes no responsibility for such other service.

#### 2.1.2 Shortage of Equipment or Facilities

- A, The Company reserves the right to limit or allocate the use of existing facilities, or of additional facilities offered by the Company when necessary because of lack of facilities or due to some other cause beyond the Company's control.
- b. The furnishing of service under this tariff is subject to availability on a continuing basis of all necessary facilities from the Incumbent Local Exchange Carrier or other providers to the Company for resale.

---

## SECTION 2 - REGULATIONS (CONT'D)

### 2.1 Undertaking of the Company (Cont'd)

#### 2.1.3 Terms and Conditions

##### A. Prepaid Service

The Company requires residential customers in the state of Ohio to pay the charges listed below in advance of provisioning dial tone. Before a customer receives dial tone, the customers, at a minimum, must first pay the following:

The \$60.00 One Time Activation Fee, plus a Local Line - Monthly Recurring Charge as set forth in Section 3.1.2.B.2 of this Tariff.

Customers must also pay the first month's Subscriber Line Charges approved by the Federal Communications Commission for the underlying local exchange carrier, plus all taxes and approved access charges, as applicable.

- B. All payments for service are due in advance on the date specified by the Company. Service may be discontinued in compliance Rule 4901:1-6-12 of the Ohio Administrative Code if a Customer's account is not paid in full on the due date. All calculations of dates set forth in this tariff shall be based on calendar days. Should the applicable date fall on a Sunday or Federal holiday, the Customer will be permitted to make payment on the next regular business day.
- C. At the expiration of any term specified in a Customer Service Agreement, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the Agreement and this tariff prior to termination.

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

- D. This tariff shall be interpreted and governed by the laws of the State of Ohio.
- E. Another telephone company must not interfere with the right of any person or entity to obtain service directly from the Company.
- F. The Customer has no property right to the telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business. The Company will give the Customer at least sixty (60) days written notice of any proposed change.

**2.1.4 Liability of the Company**

- A. Except as required by Chapter 4901:1-6 of the Ohio Administrative Code, the liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, other defects, or representations by the Company, or use of these services or damages arising out of the failure to furnish the service whether caused by acts or omission, shall be limited to the extension of allowances for interruptions as set forth in Section 2.6 below. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.
- B. The Company's liability for willful misconduct, if established as a result of judicial or administrative proceedings, is not limited by this tariff. With respect to any other claim or suit, by a Customer or by others, for damages associated with the ordering (including the reservation of any specific number for use with a service), installation (including delays thereof), provision, termination, maintenance, repair, interruption or restoration of any service or facilities offered under this tariff, the Company's liability, if any, shall be limited as provided herein.

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

- C. Except as required by Chapter 4901:1-6 of the Ohio Administrative Code, the Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: fire, flood, explosion or other catastrophes; and law, order, regulation, direction, action or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of these federal, state, or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials, or strikes, lockouts, work stoppages, or other labor difficulties.
- D. Except as required by Chapter 4901:1-6 of the Ohio Administrative Code, the Company shall not be liable for: (a) any act or omission of any entity furnishing the Company or the Company's Customers facilities or equipment used for or with the services the Company offers; or (b) for the acts or omissions of other common carriers or local exchange companies.
- E. The Company shall not be liable for any damages or losses due to the fault or negligence of, or any omission by, the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.
- F. The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or *others*, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, condition, location or use of any installation provided by the Company excluding attorney's fees. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section as a condition precedent to such installations.
- G. The Company shall not be liable for any defacement of or damage to Customer premises resulting from the furnishing of services of equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by gross negligence or willful misconduct of the Company's agents or employees. No agents or employees of other participating carriers shall be deemed to be agents or employees of the Company.

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## SECTION 2 - REGULATIONS (CONT'D)

### 2.1 Undertaking of the Company (Cont'd)

#### 2.1.4 Liability of the Company (Cont'd)

- H. Notwithstanding the Customer's obligations as set forth in Section 2.3.2, the Company shall be indemnified, defended, and held harmless by the Customer or by others authorized by it to use the service against any claim, loss or damage arising from Customer's use of services furnished under this tariff, including:
1. Claims for defamation libel, slander, invasion of privacy, infringement of copyright, unauthorized use of trademark, trade name, or service mark, unfair competition; interference with or misappropriation, or violation of any contract, proprietary or creative right, or any other injury to any proprietary or creative right, or any other injury to any person, property, or entity arising from the material, data, information, or content, revealed to, transmitted, processed, handled, or used by the Company under this tariff;
  2. Patent infringement claims arising from combining or connecting the service offered by the Company with apparatus and systems of the Customer or others; and
  3. All other claims arising out of any act or omission of the Customer or others, in connection with any service provided by the Company pursuant to this tariff.
- I. Except as required by Chapter 4901:1-6 of the Ohio Administrative Code, the entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the Customer for the specific services giving rise to the claim.
- J. THE COMPANY MAKES NO EXPRESS WARRANTIES OR REPRESENTATIONS, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

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## SECTION 2 - REGULATIONS (CONT'D)

### 2.1 Undertaking of the Company (Cont'd)

#### 2.1.4 Liability of the Company (Cont'd)

- K. Except as required by Chapter 4901:1-6 of the Ohio Administrative Code, the Company shall not be liable for any act or omission of any other company or companies furnishing a portion of the service, or for damages associated with service, channels, or equipment which it does not furnish, or for damages which result from the operation of Customer-provided systems, equipment, facilities or services which are interconnected with Company services.
- L. No agent or employee of any other carrier shall be deemed to be an agent or employee of the Company.
- M. With respect to Emergency Number 911 Service:
  - 1. This service is offered as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person for any personal injury to or death of any person or persons, and for any loss, damage or destruction of property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of this service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this service.
  - 2. Neither is the Company responsible 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, or occasion by the use of Emergency 911 service features and the equipment associated therewith, or by any services furnished by the Company, including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing Emergency 911 service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its Users, agencies or municipalities, or the employees or agents of any one of them.

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

- N. In the event the Company omits a listing from the White Pages of the Telephone Directory or lists an incorrect telephone number, the Company shall issue the Customer a credit as specified by Rule 4901:1-6 of the Ohio Administrative Code. Such credit shall not apply in cases where the Customer has provided such listing information after the deadline for Directory publication. The subscriber shall be given the option of taking the credit or pursuing other remedies consistent with Rule 4901:1-6 of the Ohio Administrative Code, and the limitations of liability contained within Section 2.1.4 of this Tariff.
- O. In conjunction with a non-published telephone number, the Company will not be liable for failure or refusal to complete any call to such telephone when the call is not placed by the number. The Company will try to prevent the disclosure of the number of such telephone, but will not be liable should such number be divulged.
- P. When a Customer with a non-published telephone number places a call to the Emergency 911 Service, the Company will release the name and address of the calling party, where such information can be determined to the appropriate local governmental authority responsible for the Emergency 911 Service upon request of such governmental authority. By subscribing to service under this tariff, Customer acknowledges and agrees with the release of information as described above.

**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 routing and preventive maintenance. Generally, such activities are not specific to an individual Customer but affect many Customer's services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notifications requirements. With some emergency or unplanned service-affecting conditions, such as outage resulting from cable damage, notification to the Customer may not be possible.

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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 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 and subject to Rules 4901:1-6 of the Ohio Administrative Code.
- B. The Company shall use reasonable efforts to maintain facilities that it furnishes to the Customer. The Customer may not, nor may the Customer permit others except the Incumbent Local Exchange Carrier to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities installed by the Company, except upon written consent of the Company.
- C. The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Beyond this responsibility, the Company shall not be responsible for:
  - 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; or
  - 3. network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

**2.1.7 Non-routine Installation**

At the Customer's request, installation and/or maintenance may be performed outside Company's regular business hours or in hazardous locations. In such cases, charges based on the 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 into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply. Prior to the commencement of work, the Company will provide the Customer with an estimation of charges.

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## SECTION 2 - REGULATIONS (CONT'D)

### 2.1 Undertaking of the Company (Cont'd)

#### 2.1.8 Ownership of Facilities

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

### 2.2 Prohibited Uses

2.2.1 The services the Company offers shall not be used for any unlawful purposes or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits. Services also may not be used for any purpose for which any payment or other compensation is received by the Customer except when the Customer is a duly authorized regulated common carrier. This provision does not prohibit an arrangement between the customer, authorized user, or joint user to share the cost of the service as long as the arrangement generates no profit for any participant in the arrangement.

### 2.3 Obligations of the Customer

#### 2.3.1 General

The Customer shall be responsible for:

A. When placing an order for service, Customer must provide:

1. the name(s) and address(es) of the person(s) responsible for the payment of service charges; and
2. the name(s), telephone number(s), and address(es) of the Customer contact person(s).

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

- B. Reimbursing the Company for damages to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer's premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subrogated to the Company's right of recovery of damages to the extent of such payment.
- 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 operating environment on such premises.
- D. Obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide local exchange service to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1.C above. Any costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service.
- E. Providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work.

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## SECTION 2 - REGULATIONS (CONT'D)

### 2.3 Obligations of the Customer (Cont'd)

#### 2.3.1 General (Cont'd)

- F. complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under section 2.3.1.D above; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- G. not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities; and
- H. making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.

#### 2.3.2 Claims

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

- A. any loss, destruction or damage to property of the Company or any third party, or the death of or injury to persons, including, but not limited to, employees or invitees of either the Company or the Customer, to the extent caused by or resulting from negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or
- B. any claim, loss damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, with limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

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## SECTION 2 - REGULATIONS (CONT'D)

### 2.4 Customer Equipment and Channels

#### 2.4.1 Interconnection of Facilities

- A. Services furnished by the Company may be connected to the services or facilities of other authorized communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections. Service furnished by the company is not part of a joint undertaking with such other carriers.
- B. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing local exchange service and the channels, facilities, or equipment of others may be provided at the Customer's expense.
- C. Facilities furnished under this tariff may be connected to Customer provided terminal equipment in accordance with the provision of this tariff.
- D. The Customer is responsible for taking all necessary legal steps for interconnecting his or her customer provided terminal equipment of communications systems with Company's facilities. Customers shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnections.

#### 2.4.2 Inspections

- A. Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth herein for the installation, operation, and maintenance of any Customer-provided facilities and equipment to any Company-owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.



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**SECTION 2 - REGULATIONS (CONT'D)****2.4 Customer Equipment and Channels (Cont'd)****2.4.2 Inspections (Cont'd)**

- B. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the disconnection of service, to protect its facilities, equipment and personnel from harm. Disconnection of service will comply with Rule 4901:1-6-12 of the Ohio Administrative Code. The Company will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

**2.5 Payment Arrangements****2.5.1 Payment for Service**

The Customer is responsible for payment of all charges for service and facilities furnished by the Company to the Customer or authorized Users. If an entity other than the Company imposes charges on the Company, in addition to its own internal costs, in connection with a service for which a Company Non-Recurring Charge is specified, those charges may be passed on to the Customer.

A. **Miscellaneous Rates and Charges**

The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from, or pay to others, in support of support of statutory or regulatory programs. Examples of such programs include, but are not limited to, the Federal Universal Service Fund, the Primary Interexchange Carrier Charge, and compensation to pay telephone service providers for the use of their pay telephones to access the Company's Services.

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## SECTION 2 - REGULATIONS (CONT'D)

### 2.5 Payment Arrangements (Cont'd)

#### 2.5.2 Deposits

- A. Applicants for service or existing Customers whose financial condition is not applicable under the rules of the Public Utilities Commission of Ohio will have the opportunity to establish service in compliance with Rule 4901:1-6 of the Ohio Administrative Code.
- B. Refund of Deposit
  - 1. A deposit will be refunded to a customer after twelve consecutive months of prompt payments. The Company will refund the deposit to the Customer by direct payment, or, at the customer's request, apply deposit as a credit to the customer's account.
  - 2. When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded within 45 days from the date of termination. Before the service or facility is discontinued, the Company will return the deposit to the customer or, at the customer's request, apply deposit as a credit to the Customer's account.
- C. Interest to be Paid on Deposits
  - 1. Interest will be paid on the deposit in accordance with Rule 4901:1-6 of the Ohio Administrative Code. Interest shall accrue on deposits held over 180 days and shall be paid to the Customer as follows:
    - by credit to the Customer's account once annually;
    - by payment to the Customer upon request, once annually;
    - by adding accrued interest to the amount of the deposit when refunded to the customer
    - by applying interest to any unpaid bill of the Customer upon termination of service with the Company
  - 2. All requirements for deposits and residential service guarantors will be consistent with Rule 4901:1-6 of the Ohio Administrative Code.

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**SECTION 2 - REGULATIONS (CONT'D)**

2.5 Payment Arrangements (Cont'd)

2.5.3 Disputed Bills

- A. For Residential Customers, informal complaints will be handled by the Company's customer service department, which will use good faith efforts to informally resolve the dispute. The Customer may contact the Company at 1300 Capitol Parkway, Carrollton, Texas 75006 or (972) 488-5500. If the Company and the Residential Customer are unable to informally resolve the dispute, the customer may contact the Public Interest Center Staff of the Ohio Public Utilities Commission at 180 East Broad Street, Columbus, Ohio 43215 or toll free at 1-877-564-6374.
- B. The date of the dispute shall be the date the Customer contacts the Company.

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**SECTION 2 - REGULATIONS (CONT'D)**

2.6 Cancellation of Service

2.6.1 Cancellation of Service Order

- A. The Company permits a Customer to cancel a Service Order prior to the start of service or prior to any special constructions.
- B. Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of service ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.
- C. The special charges described in 2.6.1.A and 2.6.1.B will be calculated and applied on a case-by-case basis.

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**SECTION 2 - REGULATIONS (CONT'D)**

2.7 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (a) to any subsidiary, parent company or affiliate of the Company; (b) pursuant to any sale or transfer or substantially all the assets of the Company; or (c) pursuant to any financing, merger or reorganization of the Company.

2.8 Notices and Communications

2.8.1 The Customer shall designate an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.

2.8.2 The Company shall designate an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address to which the Customer shall mail payment on that bill.

2.8.3 All notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

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### SECTION 3 - SERVICE DESCRIPTIONS AND RATES

#### 3.1 Local Exchange Service

##### 3.1.1 The Company's Local Telephone Service enables the Customer to:

- Place or receive calls to any calling Station in the local calling area,
- Access basic 911 Emergency Service if available in the Customer's area;
- Where available, place or receive calls to 800 telephone numbers; - Access operator services; and
- Access long distance providers.

The Company's service cannot be used to originate calls to other companies' caller-paid information services (e.g. 900. 976). The Company adopts the exchange map(s) and legal description(s) filed with the Commission by the incumbent local exchange carrier(s) whose services the Company resells. The Company's local calling area is identical to incumbent local exchange carriers as defined in their applicable tariffs.

##### 3.1.2 Local Line

Local Line provides the Customer with a single, voice-grade communications channel. Each Local Line will include a telephone number. At the request of the customer, the following types of calls and services may be blocked by the Company: long distance; collect calls; operator-assisted calls; directory assistance calls; third number billed calls; or any service that may be billed to Customer's telephone number. In the event Customer fails to compensate Company for any of the aforementioned services for which no blocking had been requested by the Customer, the Company shall exercise all rights provided to it under Rule 4901:1-6-12 of the Ohio Administrative Code.

##### A. Standard Features

Each Local Line Customer is provided with only basic local telephone service as defined in 3.1.1.

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**SECTION 3 - SERVICE DESCRIPTIONS AND RATES (CONT'D)****3.1 Local Exchange Service (Cont'd)****3.1.2 Local Line (Cont'd)****B. Local Line Rates and Charges**

A Local Line Customer will be charged applicable Non-Recurring Charges and monthly Recurring Charges as specified below.

**1. One Time Fee**

	<b>MAXIMUM RATE</b>
One Time Activation/Installation Fee:	\$60.00
Suspension Fee	\$50.00
Restoral Fee	\$50.00
Conversion Fee	\$50.00
Move Fee	\$50.00
Primary Interexchange Carrier Change Charge: *	\$25.00
* per long distance carrier change request	
Return Check Charge:	\$40.00
Premises Visit Charge	
First 15 Minutes:	\$60.00
Additional 15 Minutes:	\$30.00

	<b>CURRENT RATE</b>
One Time Activation/Installation Fee:	\$40.00
Suspension Fee	\$20.00
Restoral Fee	\$20.00
Conversion Fee	\$20.00
Move Fee	\$39.99
Primary Interexchange Carrier Change Charge: *	\$25.00
* per long distance carrier change request	
Return Check Charge:	\$40.00
Premises Visit Charge	
First 15 Minutes:	\$60.00
Additional 15 Minutes:	\$30.00

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**SECTION 3 - SERVICE DESCRIPTIONS AND RATES (CONT'D)**

3.1 Local Exchange Service (Cont'd)

3.1.2 Local Line (Cont'd)

B. Local Line Rates and Charges (Cont'd.)

2. Monthly Recurring Charges

a. Basic Local Line Charge

	<b>MAXIMUM RATE</b>
AT&T Service Area -- Monthly Recurring:	\$60.00

	<b>CURRENT RATE</b>
AT&T Service Area -- Monthly Recurring:	\$58.99



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**SECTION 3 - SERVICE DESCRIPTIONS AND RATES (CONT'D)**

3.2 Directory Listings

The Company shall provide for a single directory listing, termed the primary listing, in the telephone directory published by the dominant exchange service provider in the Customer's exchange area of the Station number which is designated as the Customer's main billing number.

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

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

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

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

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**SECTION 3 - SERVICE DESCRIPTIONS AND RATES (CONT'D)****3.3 Emergency Services (Enhanced 911)**

Allows Customers to reach appropriate emergency services including police, fire and medical services. Enhanced 911 has the ability to selectively route an emergency call to the primary E911 provider so that it reaches the correct emergency service located closest to the caller. In addition, the Customer's address and telephone information will be provided to the primary E911 provider for display at the Public Service Answering Point (PSAP).

**3.4 Promotional Offerings**

The Company, from time to time, may make promotional offerings of its services which may include waiving or reducing the applicable charges for the promoted service. The promotional offerings may be limited as to the duration, the date and times of the offerings and the locations where the offerings are made. Promotional offerings will be filed with the Commission.

**3.5 Customer Service**

Customer service is available 24 hours a day, seven days a week by calling 877-564-6374 or writing the Company at 1300 Capitol Parkway, Carrollton, Texas 75006. The Company's administrative offices may be reached at 972-488-5500.

**3.6 Repair Service**

The Company provides and maintains service to the point of demarcation. The Customer is not responsible for any charges associated with or related to maintaining service to the point of demarcation. In the event that the Customer reports service trouble to the Company and it is subsequently determined that the problem/failure of the service is located at a point in the network beyond the point of demarcation, the Customer is responsible for any and all charges incurred by the Company in isolating and/or repairing the service. If the Customer's premises does not have a demarcation point then there is no charge in isolating and/or repair the service.

**3.7 Long Distance Service**

The Customer will have access to the long distance carrier of their choice, provided that the Company will not be responsible for any billing and collection activities associated with such long distance services..

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## SECTION 4 - SERVICE AREAS

### 4.1 Exchange Service Areas

The Company provides Local Exchange Services, subject to availability of facilities and equipment, in areas currently served by the following Incumbent Local Exchange Carrier:

AT&T Ohio

The Company concurs in the exchange, rate class, local calling area, and zone designations specified in the Local Exchange Services Tariffs of AT&T Ohio. The Company does not concur in the rates of the ILEC. The Company's rates are set out in this tariff.

Any future modifications to these exchange boundaries or legal descriptions of these boundaries will be automatically mirrored by the Company on a going forward basis. If not mirrored, new detailed maps and legal descriptions on an individual exchange basis will be filed with the PUCO for approval.

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**SECTION 4 - SERVICE AREAS (CONT'D)****4.2 Service Area Map****4.1.1 AT&T Ohio Exchanges**

Issued: January 13, 2012

Effective: February 12, 2012

Issued by: Melanie King, Regulatory Affairs Manager  
dPi Teleconnect, L.L.C.  
1300 Capitol Parkway  
Carrollton, Texas 75006

Case No. 12-0279-TP-ATA

OHI1201

**dpi Teleconnect, LLC**

**EXHIBIT C**

Summary of Changes

P.U.C.O Tariff No. 2 replaces P.U.C.O. Tariff No. 1 in its entirety. In accordance with Case No. 10-1010-TP-ORD, the non-regulated services have been removed from the proposed local exchange services replacement as outlined in the attached Summary and are now included in the Company's P.U.C.O Pricing Guide posted on the Company's website of [www.dpiteleconnect.com/public/legal/asps](http://www.dpiteleconnect.com/public/legal/asps), along with P.U.C.O. Tariff No. 2. Copies may also be obtained from the Company's main office at 1300 Capitol Parkway, Carrollton, Texas 75006.

## **Exhibit C**

### **dPi Teleconnect, LLC** Local Exchange Services Tariff

#### Narrative of Tariff Changes

P.U.C.O Tariff No. 2 replaces P.U.C.O Tariff No. 1 in its entirety. The following pages have been removed from P.U.C.O Tariff No. 1 and are being posted on the Company's website of [www.dpiteleconnect.com/public/legal.aspx](http://www.dpiteleconnect.com/public/legal.aspx).

<b>Section</b>	<b>Pages Removed</b>	<b>Service Removed</b>
Section 2 - Regulations		
2.1.3.A	8	Optional Calling Features Charges
2.5.3	21	Billing and Collection of Charges
2.5.5	23, 24	Discontinuance of Service
2.5.6	24	Credit Allowance - Directory
2.6	25	Allowance for Interruption of Service
2.6.1	25	Removed Credit Allowance
Section 3 - Service Descriptions and Rates		
3.1.2.B	29	Local Line Optional Features
3.1.2.C.2	29	Directory Assistance and DACC Recurring Charges
3.1.2.C.3	30	Local Line Optional Features Rates and Charges
Section 4 - Service Areas		
4.2	33 to 67	SBC Ohio Exchange Service Areas
Price List*		
	68*	Local Line Optional Feature Charges
	69	Directory Listing Non-Recurring Charge

\* Incorporated current rates into Section 3 of proposed replacement P.U.C.O. Tariff No. 2.

**dpi Teleconnect, LLC**

**EXHIBIT D**

Customer Notice of Detariffing

dPi Teleconnect, LLC does not have any presubscribed customers.

**dpi Teleconnect, LLC**

**EXHIBIT E**

Affidavit

Please see Exhibit D.



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

**Commission of Ohio Docketing Information System on**

**1/13/2012 2:33:40 PM**

**in**

**Case No(s). 12-0279-TP-ATA**

Summary: Application to Detariff and Related Actions, electronically filed by Mr. Thomas M Forte on behalf of dPi Teleconnect, LLC