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Washington, DC / New York, NY / Los Angeles, CA
www.arentfox.com

13-1215-TP-ACE

May 16, 2013

VIA FEDERAL EXPRESS

Docketing Division
Public Utilities Commission of Ohio
180 E. Broad St.
Columbus, Ohio 43215-3793

Katherine E. Barker Marshall

Attorney
202.857.6104 DIRECT
202.857.6395 FAX
marshall.katherine@arentfox.com

Re: Application Local Access Services LLC to Provide Facilities-Based and Resold Competitive Local Exchange and Interexchange Telecommunications Service Within the State of Ohio

Dear Sir or Madam:

Enclosed please find, for filing, one original and seven (7) copies of the Application of Local Access Services LLC ("Applicant") for authority to provide facilities-based and resold competitive local exchange and interexchange telecommunications services.

Please note that **Exhibit D** contains confidential financial documents. Applicant is a privately-held company with no independent obligation to publicly disclose its financial statements. Disclosure of its financial statements may give competitors insight into Applicant's funding activities to date as well as future plans. Therefore Applicant requests that these financial documents be filed under seal. A Motion for Confidential Treatment is included with this filing.

Please date stamp the duplicate included with this filing and return in the enclosed self-addressed postage prepaid envelope. Thank you for your assistance in this matter and please do not hesitate to contact the undersigned if you have any questions or concerns.

Respectfully submitted,

Katherine Barker Marshall

Katherine E. Barker Marshall

PUCO

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Enclosures

This is to certify that the images appearing are an accurate and complete reproduction of a case file document delivered in the regular course of business
Technician Am Date processed 5/17/13

1717 K Street, NW
Washington, DC 20036-5342
T 202.857.6000 F 202.857.6395

1675 Broadway
New York, NY 10019-5820
T 212.484.3900 F 212.484.3990

555 West Fifth Street, 48th Floor
Los Angeles, CA 90013-1065
T 213.629.7400 F 213.629.7401

The Public Utilities Commission of Ohio
TELECOMMUNICATIONS FILING FORM

(Effective: 01/20/2011)

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

In the Matter of the Application of Local Access LLC)
to Provide Local Exchange, Interexchange and Access)
Services within the State of Ohio)
)

TRF Docket No. 90-_____

Case No. _____ - _____ **-TP -** _____

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

Name of Registrant(s) Local Access LLC

DBA(s) of Registrant(s) N/A

Address of Registrant(s) 11442 Lake Butler Boulevard, Windermere, FL 34786

Company Web Address www.localaccessllc.com

Regulatory Contact Person(s) Jim Finneran

Phone (866) 841-7898

Fax (240) 358-6510

x6403

Regulatory Contact Person's Email Address jfinneran@localaccessllc.com

Contact Person for Annual Report Jim Finneran

Phone (866) 841-

7898 x6403

Address (if different from above) same

Consumer Contact Information Jim Finneran

Phone (866) 841-

7898 x6403

Address (if different from above) same

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

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

Notes:

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

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

Section IV – Attestation.

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

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

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

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

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

Exhibit	Description:
A	The tariff pages subject to the proposed change(s) as they exist before the change(s)
B	The Tariff pages subject to the proposed change(s), reflecting the change, with the change(s) marked in the right margin.
C	A short description of the nature of the change(s), the intent of the change(s), and the customers affected.
D	A copy of the notice provided to customers, along with an affidavit that the notice was provided according to the applicable rule(s).

Section I – Part I - Common Filings

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

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

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

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

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

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

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

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

Section II – Part II – Certificate Status & Procedural

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

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

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

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

Section IV. – Attestation

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

AFFIDAVIT
Compliance with Commission Rules

I am an officer/agent of the applicant corporation, Local Access LLC, and am authorized to make this statement on its behalf.
(Name)

Please Check ALL that apply:

☒ I attest that these tariffs comply with all applicable rules for the state of Ohio. I understand that tariff notification filings do not imply Commission approval and that the Commission's rules as modified and clarified from time to time, supersede any contradictory provisions in our tariff. We will fully comply with the rules of the state of Ohio and understand that noncompliance can result in various penalties, including the suspension of our certificate to operate within the state of Ohio.

☐ I attest that customer notices accompanying this filing form were sent to affected customers, as specified in Section II, in accordance with Rule 4901:1-6-7, Ohio Administrative Code.

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

Executed on (Date) 5/16/13 at (Location) Washington, DC

*(Signature and Title) Andrew Alexander, Counsel (Date) 5/16/13

- 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, Katherine Barker Marshall verify that I have utilized the Telecommunications Filing Form for most proceedings provided by the Commission and that all of the information submitted here, and all additional information submitted in connection with this case, is true and correct to the best of my knowledge.

*(Signature and Title) Katherine Barker Marshall, Counsel (Date) 5/16/13

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

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

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

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

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

(Effective: 01/20/2011)

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

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

In the Matter of the Application of Local Access LLC
to Provide Local Exchange, Interexchange and Access
Services within the State of Ohio)
)
)
)

Case No. _____ - _____ -TP - _____

Name of Registrant(s) Local Access LLC

DBA(s) of Registrant(s) N/A

Address of Registrant(s) 11442 Lake Butler Blvd., Windermere, FL 34786

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

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

List of Required Exhibits

Tariffs: (Include all that apply)

☐ Interexchange Tariff

☐ Local Tariff

☐ CESTC Tariff

☒ Carrier-to-Carrier (Access) Tariff

Description of Services

☐ Service provisioned via Resale

☐ Service provisioned via Facilities

☒ Both Resold and Facilities-based

☒ Description of Proposed Services

☒ Statement about the provision of
CTS services

☒ Description of the general
geographic area served

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

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

Business Requirements

Evidence of Registration with: ☒ Ohio Department of Taxation

☒ Ohio Secretary of State¹ &
Certificate of Good Standing

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

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

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

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

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

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

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

☒ Documentation indicating the applicant's corporate structure and ownership

☒ Information regarding any similar operations in other states.

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

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

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

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

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

Documentation attesting to the applicant's proposed interactions with Customers

- ☒ A sample copy of the customer bill and disconnection notice the applicant plans to utilize.
- ☒ Provide a copy of any customer application form required in order to establish residential service, if applicable.
- ☒ For CLECs, List of Ohio ILEC Exchanges the applicant intends to serve
(Use spreadsheet from: http://www.puc.state.oh.us/puco/forms/form.cfm?doc_id=357)
- ☒ If Mirroring the entire ILEC local service areas, tariffs may incorporate by reference. If not mirroring the entire ILEC local exchange areas, the CLEC shall specifically define its local service areas in the tariff.

Affidavit

I am an authorized representative of the applicant corporation Local Access LLC
(Name)

and I am authorized to make this statement on its behalf. I attest that I have utilized the Telecommunications Supplemental Application Form for Carrier Certification provided by the Commission, and that all of the information submitted here, and all additional information submitted in connection with this case, is true and correct.

Executed on _____

at _____

See Attached

(Signature and Title)

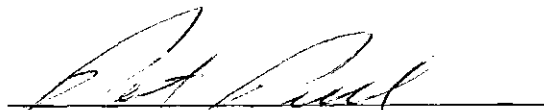
(Date)

VERIFICATION

I, Robert Russell, am the President of Local Access LLC and am authorized to make this verification on its behalf. I do hereby verify that the information in the foregoing Application of Local Access LLC and its Exhibits are true, correct, and complete to the best of my knowledge.

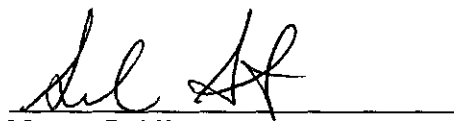
I verify that the foregoing is true under penalty of perjury.

Executed on this 6th day of March, 2013 at Windsor, Florida.

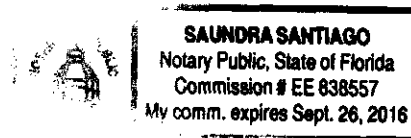


Robert Russell
President
Local Access LLC

Subscribed and sworn to before me this 6th day of
March, 2013.



Notary Public



My Commission expires: Sept. 26, 2016

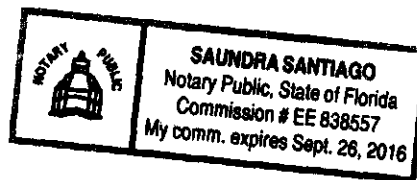


Exhibit A

Proposed Tariff

CARRIER TO CARRIER SERVICES RATE SHEET

Ohio

**TELECOMMUNICATIONS CARRIER-TO-CARRIER ACCESS SERVICES RATE SHEET
OF
LOCAL ACCESS LLC**

This rate sheet contains the descriptions, regulations and rates applicable to the furnishing of competitive carrier to carrier and access services and facilities for telecommunications services provided by LOCAL ACCESS LLC ("Local Access") within the State of Ohio. This rate sheet is on file with the Public Utilities Commission of Ohio. Copies may be inspected during normal business hours at the Company's principal place of business at 11442 Lake Butler Boulevard, Windermere, FL 34786.

The Company operates in the ILEC territories of AT&T Ohio, Cincinnati Bell, Centurylink Ohio (formerly Embarq) and Frontier (formerly Verizon) in the State of Ohio.

Issued: _____

Effective: _____

Issued By: Chief Operating Officer/Compliance Officer
Local Access LLC
11442 Lake Butler Boulevard
Windermere, FL 34786

CARRIER TO CARRIER SERVICES RATE SHEET

CHECK SHEET

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

SHEET	REVISION	SHEET	REVISION	SHEET	REVISION
1	Original	26	Original	48	Original
2	Original	27	Original	49	Original
3	Original	28	Original	50	Original
4	Original	29	Original	51	Original
5	Original	30	Original	52	Original
6	Original	31	Original	53	Original
7	Original	32	Original	54	Original
8	Original	33	Original	55	Original
9	Original	34	Original		
10	Original	35	Original		
11	Original	36	Original		
12	Original	37	Original		
13	Original	38	Original		
14	Original	39	Original		
15	Original	40	Original		
16	Original	41	Original		
17	Original	42	Original		
18	Original	43	Original		
19	Original	44	Original		
20	Original	45	Original		
21	Original	46	Original		
22	Original	47	Original		
23	Original				
24	Original				
25	Original				

Issued: _____

Effective: _____

Issued By: Chief Operating Officer/Compliance Officer
Local Access LLC
11442 Lake Butler Boulevard
Windermere, FL 34786

CARRIER TO CARRIER SERVICES RATE SHEET

CONTENTS

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Issued: _____

Effective: _____

Issued By: Chief Operating Officer/Compliance Officer
Local Access LLC
11442 Lake Butler Boulevard
Windermere, FL 34786

CARRIER TO CARRIER SERVICES RATE SHEET

SYMBOLS

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

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

Issued: _____

Effective: _____

Issued By: Chief Operating Officer/Compliance Officer
Local Access LLC
11442 Lake Butler Boulevard
Windermere, FL 34786

CARRIER TO CARRIER SERVICES RATE SHEET

RATE SHEET FORMAT

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

Issued: _____

Effective: _____

Issued By: Chief Operating Officer/Compliance Officer
Local Access LLC
11442 Lake Butler Boulevard
Windermere, FL 34786

CARRIER TO CARRIER SERVICES RATE SHEET

SECTION 1 - DEFINITIONS

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

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

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

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

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

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

Carrier: The carrier that orders from, uses or subscribes to the service in this Rate Sheet.
Commission: Refers to the Public Utility Commission of Ohio.

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

Company: Local Access LLC, issuer of this rate sheet.

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

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

Issued: _____

Effective: _____

Issued By: Chief Operating Officer/Compliance Officer
Local Access LLC
11442 Lake Butler Boulevard
Windermere, FL 34786

CARRIER TO CARRIER SERVICES RATE SHEET

SECTION 1 – DEFINITIONS (continued)

Customer Premises: The space occupied by a Customer or Authorized User in a building or buildings or on contiguous property.

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

End Office Switch: A local telephone switching system established to provide local exchange service and/or exchange access service where customer station loops are terminated for purposes of interconnection to trunks.

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

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

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

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

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

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

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

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SECTION 1 – DEFINITIONS (continued)

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

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

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

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

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

Nonrecurring Charges: The one-time initial charges for services or facilities, including but not limited to charges for construction, installation, or special fees, for which the Customer becomes liable at the time the Service Order is executed.

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

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

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

Percentage of Interstate Usage (PIU): The interstate jurisdictional use of a telecommunications service, as reported by the customer. This percentage is stated as a whole number percentage (a number from 0 through 100 percent) which is the best estimate of the percentage of the total use of the service that will be interstate in nature by the customer.

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

Presubscription: An arrangement whereby an End User selects and designates to the Company or other LEC a Carrier the End User wishes to access, without an Access Code, for completing both intraLATA toll calls and/or interLATA calls. The selected carrier is referred to as the Primary Interexchange Carrier (PIC).

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SECTION 1 – DEFINITIONS (continued)

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

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

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

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

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

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

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

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CARRIER TO CARRIER SERVICES RATE SHEET

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

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

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

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

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

2.1.2 Shortage of Equipment or Facilities

- A. The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company when necessary because of lack of facilities or due to some other cause beyond the Company's control.
- B. The furnishing of service under this rate sheet is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the company may obtain from other Carriers from time to time, to furnish service as required at the sole discretion of the Company.
- C. The provisioning and restoration of service in emergencies shall be in accordance with Part 64, Subpart D, Appendix A of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

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CARRIER TO CARRIER SERVICES RATE SHEET

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

- A. Except as otherwise provided herein, service is provided and billed on the basis of a minimum period of at least one month, and shall continue to be provided until canceled by the Customer, in writing, on not less than 30 days notice. Unless otherwise specified herein, for the purpose of computing charges in this rate sheet, a month is considered to have 30 days.
- B. Customers seeking to cancel service have an affirmative obligation to block traffic originating from or terminating to the Company's network. By originating traffic from or originating traffic to the Company's network, the Customer will have constructively ordered the Company's switched access service.
- C. The Customer agrees to operate Company-provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void Company liability for interruption of service and may make the Customer responsible for damage to equipment pursuant to section 2.1.3.D below.
- D. The Customer agrees to return to the Company all Company-provided equipment delivered to Customer within five (5) days of termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.

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

- A. The liability of the Company for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, errors, other defects, or representations by the Company, or use of these services or damages arising out of the failure to furnish the service whether caused by act or omission, shall be limited to the extension of allowances for interruption as set forth in 2.6 below. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.
- B. With respect to any other claim or suit, by a Customer or by any others, for damages associated with the ordering (including the reservation of any specific number for use with a service), installation (including delays thereof), provision, termination, maintenance, repair interruption or restoration of any service or facilities offered under this rate sheet, and subject to the provisions of the Company's liability, if any, shall be limited as provided herein.
- C. The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction action, or request of The United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lockouts work stoppages, or other labor difficulties.

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

- D. With respect to any other claim or suit, by a Customer or by any others, for damages associated with the ordering (including the reservation of any specific number for use with a service), installation (including delays thereof), provision, termination, maintenance, repair interruption or restoration of any service or facilities offered under this rate sheet, and subject to the provisions of the Company's liability, if any, shall be limited as provided herein.
- E. The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction action, or request of The United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lockouts work stoppages, or other labor difficulties.
- F. The Company shall not be liable for (a) any act or omission of any entity furnishing the Company or the Company's Customers facilities or equipment used for the interconnection with Access Services; or (b) for the acts or omissions of other Common Carriers.
- G. The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.
- H. The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits, or other actions, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, condition, location, or use of any installation or equipment provided by the Company. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this Section 2.1.4.F as a condition precedent to such installations.

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

- G. The Company shall not be liable for any defacement of or damage to Customers Premises resulting from the furnishing of services or equipment on such Premises or the installation or removal thereof, unless such defacement or damage is caused by the gross negligence or willful misconduct of the Company's agents or employees. No agents or employees of other participating Carriers shall be deemed to be agents or employees' of the Company.
- H. Notwithstanding the Customer's obligations as set forth in Section 2.3 below, the Company shall be indemnified, defended and held harmless by the Customer, or by others authorized by it to use the service, against any claim, loss or damage arising from Customer's use of services furnished under this rate sheet, including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the material, data, information, or other content transmitted via the Company's service; and patent infringement claims arising from combining or connecting the service offered by the Company with apparatus and systems of the Customer or others; all other claims arising out of any act or omission of the Customer or others, in connection with any service provided by the Company pursuant to this rate sheet.
- I. The Company shall be indemnified and held harmless by the End User against any claim, loss or damage arising from the End User's use of services offered under this rate sheet including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the End User's own communications; patent infringement claims arising from the End User's combining or connecting the service offered by the Company with facilities or equipment furnished by the End User of another Interexchange Carrier; or all other claims arising out of any act or omission of the End User in connection with any service provided pursuant to this rate sheet.
- J. The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the Customer for the specific services giving rise to the claim, and no action or proceeding against the Company shall be commenced more than one year after the service is rendered.

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

- K. The Company makes no warranties or representation, express or implied, including warranties or merchant's ability or fitness for a particular use, except those expressly set forth herein.
- L. The Company shall not be liable for any act or omission of any other company or companies furnishing a portion of the service, or for damages associated with service, Channels, or equipment which result from the operation of Customer-provided systems, equipment, facilities or service which are interconnected with Company services.
- M. The Company does not guarantee nor make any warranty with respect to service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations. The customer and End User shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other actions, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to, or death of, any person or persons, or for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, locations or use of service furnished by the Company at such locations.

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

- N. The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies, for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as its agent, to the Company's Network. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the Customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with the Company's service, that the signals emitted into the Company's Network are of the proper mode, band-width, power, data speed, and signal level for the intended use of the Customer and in compliance with the criteria set forth in Section 2.1.6 following, and that the signals do not damage Company equipment, injure its personnel or degrade service to other Customers. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Company equipment, personnel, or the quality of service to other Customers, the Company, may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's service without liability. Approval of limitation of liability language by the PUCO does not constitute a determination by the Commission that the limitation imposed by the company should be upheld in a court of law. Approval by the Commission merely recognizes that since it is a courts responsibility to adjudicate negligence and consequent damage claims, it is also the court's responsibility to determine the validity of the exculpatory clause.

2.1.5 Notification of Service-Affecting Activities

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

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

- A. The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this rate sheet. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer. Any facilities that the Company provisions, regardless of the method or facility type, will remain the property of the Company.
- B. The Company shall use reasonable efforts to maintain facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- C. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- D. Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.
- E. The Customer shall be responsible for the payment of service charges imposed on the Company by another entity, for visits to the Customer Premises when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

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

- F. The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this rate sheet, the responsibility of the Company shall be limited to the furnishing of facilities offered under this rate sheet and to the maintenance and operation of such facilities. Notwithstanding the above, the Company shall not be responsible for:
1. the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission;
 2. the reception of signals by Customer-provided equipment; or
 3. network control signaling where such signaling is performed by Customer provided network control signaling equipment.
- G. The Company intends to work cooperatively with the Customer to develop network contingency plans in order to maintain maximum network capability following natural or man-made disasters, which affect telecommunications services.
- H. The Company reserves the reasonable right to assign, designate or change telephone numbers, any other call number designations associated with Access Services, or the Company serving central office prefixes associated with such numbers, when necessary in the conduct of its business.

2.1.7 Non-routine Installation

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

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

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

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

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

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SECTION 2 - RULES AND REGULATIONS (continued)**2.1 Undertaking of Company (continued)****2.1.8 Special Construction (continued)****A. Basis for Charges**

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

1. Nonrecurring charges;
2. Recurring charges;
3. Termination liabilities; or
4. Combinations of 1., 2., and 3.

B. Basis for Cost Computation

The costs referred to in 2.1.8 preceding may include one or more of the following items to the extent they are applicable:

1. Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
 - (a) Equipment and materials provided or used;
 - (b) Engineering, labor and supervision;
 - (c) Transportation; and
 - (d) Rights of way and/or any required easements.
2. Cost of maintenance;
3. Depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;
4. Administrative expense, taxes on the basis of reasonable average cost for these items;
5. License preparation, processing and related fees;
6. Any other identifiable costs related to the facilities provided; or
7. An amount for return and contingencies.

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

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

1. The period on which the termination liability is based shall be the full term of the contract between the Company and the Customer.
2. The amount off the maximum termination liability is equal to the estimated amounts (including return) for:
 - (a) Costs to install the facilities to be provided including estimated costs for the re-arrangements of existing facilities. These costs include:
 - I. Equipment and materials provided or used;
 - II. Engineering, labor and supervision;
 - III. Transportation; and
 - IV. Rights of way and/or any required easements.
 - (b) License preparation, processing and related fees;
 - (c) Cost of removal and restoration, where appropriate; and

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SECTION 2 - RULES AND REGULATIONS (continued)**2.1 Undertaking of Company (continued)****2.1.8 Special Construction (cont'd)****C. Termination of Liability(cont'd)**

(d) Any other identifiable costs related to the specially constructed or rearranged facilities.

3. The termination liability method for calculation of the unpaid balance of a term obligation is obtained by multiplying the sum of the amounts determined as set forth in Section preceding by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined in Section preceding shall be adjusted to reflect applicable taxes.

Rates and charges for special construction shall be determined and presented to the Customer for its approval prior to the state of construction/ No construction will commence until and unless the Customer accepts in writing the rates and charges as presented by the Company.

2.1.9 Ownership of Facilities

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

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

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

2.3 Obligations of the Customer**2.3.1 The Customer shall be responsible for:**

- A. the payment of all applicable charges pursuant to this rate sheet;
- B. reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages to its facilities or equipment, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subjugated in the Company's right of recovery of damages to the extent of such payment;
- C. providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space, and power to operate Company facilities and equipment installed on the Customer Premises, and the level of heating and air conditioning necessary to maintain the proper operating environment on such Premises;

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

- D. obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide Access Services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1.C above.

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

- E. providing a safe place to work and complying with all laws and regulations regarding the working conditions on the Premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing, and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;
- F. complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses, and permits as may be required with respect to, the location of Company facilities and equipment in any Customer Premises or the rights-of-way for which Customer is responsible obtaining under Section 2.3.1.D above; and granting or obtaining permission for Company agents or employees to enter the Customer Premises at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company; and
- G. not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities.

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

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

- A. any loss, destruction or damage to property of the Company or any third party, or the death of or injury to persons, including, but not limited to employees or invitees of either the Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees;
- B. any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

2.3.3 Jurisdictional Reporting

- A. For Feature Group D Switched Access Service(s), the Company, where jurisdiction can be determined from the call detail, will determine the projected interstate percentage as follows. For originating access minutes, the projected interstate percentage will be developed on a monthly basis by end office trunk group when the Feature Group D Switched Access Service access minutes are measured by dividing the measured interstate originating access minutes (the access minutes where the calling number is in one state and the called number is in another state) by the total originating access minutes when the call detail is adequate to determine the appropriate jurisdiction. For terminating access minutes, the Customer has the option to provide the Company with a projected PIU factor. Customers who provide a PIU factor shall supply the Company with an interstate percentage of the Feature Group D terminating access minutes for each account to which the Customer may terminate traffic.

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

Should the Customer not supply a terminating PIU Factor, the Company will designate a PIU factor of three months prior usage for Feature Group D access minutes unless no prior data is available then the default for PIU factor is 50%. When the Customer does provide the PIU factor, the Company will update the customer's PIU factors at the beginning of the next billing cycle. These whole number percentages will be used by the Company to apportion the use, rates, and/or nonrecurring charges between interstate and intrastate until a revised report is received.

- B. The projected interstate percentage of use will be used to determine the charges as follows: The number of access minutes for an associated account will be multiplied by the projected interstate percentage of use to determine the interstate access minutes. (i.e., number of access minutes x projected interstate percentage of use = interstate access minutes). The number of interstate access minutes so determined will be subtracted from the total number of access minutes (i.e., number of access minutes – interstate access minutes = intrastate access minutes). The interstate access minutes for the associated account will be billed as set forth in Section 5 following.

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

- C. Effective on the first of January, April, July and October of each year, the Customer shall update the jurisdictional reports that require a projected interstate percentage. The Customer shall forward to the Company, to be received no later than 20 calendar days after the first of each such month, a revised report showing the interstate percentage of use for the past three months ending the last day of December, March, June and September, respectively, for each service arranged for interstate and intrastate use. Except as set forth in Section 2.3.2(A) preceding where jurisdiction can be determined from the recorded message detail, the revised report will serve as the basis for the next three months billing and will be effective on the bill date in the following month (i.e., February, May, August, and November) for that service. No prorating or back billing will be done based on the report. If the Customer does not supply the report, the Company will assume the percentage to be the same as that provided in the last quarterly report. For those cases in which a quarterly report has never been received from the Customer, the Company will assume the percentage to be the same as that provided in the order for service as set forth in Section 2.3.3 (A) preceding.
- D. The Customer reported projected interstate percentage of use as set forth in Section 2.3.3(A) preceding will be used for the apportionment of monthly rates or nonrecurring charges associated with FGD Switched Access Service until the end of the quarter during which the service was activated.
- E. The Customer shall keep sufficient detail from which the percentage of interstate use can be ascertained and upon request of the Company make the records available for inspection. Such a request will be initiated by the Company no more than once per year. The Customer shall supply the data within 30 calendar days of the Company request.

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

- F. The Customer may provide an additional percentage of interstate use for Entrance Facility and Direct Trunked Transport subject to the reporting requirements previously listed in this section. The percentage of interstate use may be provided per individual facility or at the billing account level. Should the Customer not provide a percentage of interstate use, the Company will use the reported Feature Group D aggregated percentage of interstate use.
- G. In the absence of both a customer provided PIU, and the necessary jurisdictional information in the call detail to determine jurisdiction, the default PIU will be zero.

2.4 Customer Equipment and Channels**2.4.1 General**

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

2.4.2 Station Equipment

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

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

- B. The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities.

The magnitude and character of the voltages and currents impressed on Company provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

2.4.3 Interconnection of Facilities

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

2.4.4 Inspections

- A. Upon reasonable notification of the Customer, and at reasonable times, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2.B for the installation, operation, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.

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

- B. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action, as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken.

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

2.5 Payment Arrangements**2.5.1 Payment for Service**

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

A. **Taxes**

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

2.5.2 Billing and Collection of Charges

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

The Company shall bill on a current basis all charges incurred by, and credits due to, the Customer under this Rate Sheet attributable to services established, provided, or discontinued during the preceding billing period. Any known unbilled charges for prior periods and any known adjustments also will be applied to the current bill.

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

Nonrecurring Charges are due and payable within 25 days after the invoice date. The Company shall present invoices for all Charges monthly to the Customer.

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

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

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

2.5.3 Refusal and Discontinuance of Service

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

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

- D. Upon any governmental prohibition, or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any Liability.
- E. Upon the Company's discontinuance of service to the Customer under Section 2.5.3.A or 2.5.3.B above, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this rate sheet, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable.
- F. The Company may discontinue the furnishings of any and/or all service(s) to Customer, without incurring any liability:
 - 1. Immediately and without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services. The Company may discontinue service pursuant to this sub-section 2.5.3.F.1. (a-e), if
 - (a) The Customer refuses to furnish information to the Company regarding the Customer's credit-worthiness, its past or current use of Common Carrier communications services or its planned use of service(s); or
 - (b) The Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of Common Carrier communications services, or its planned use of the Company's service(s); or

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

- (c) The Customer states that it will not comply with a request of the Company for security for the payment for service(s) in accordance with Section 2.5.3.A above; or
- (d) The Customer has been given written notice by the Company of any past due amount (which remains unpaid in whole or in part) for any of the Company's other Common Carrier communications services to which the Customer either subscribes or had subscribed or used; or
- (e) The Customer uses, or attempts or use, service with the intent to void the payment, either in whole or in part, of the rate sheet charges for the service by:
 - I. Using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this rate sheet, or
 - II. Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or
 - III. By delivering calls to or accepting calls from the Company's End User locations over Company switched local exchange services; or
 - IV. Continuing to have Company End Users presubscribed to the Customer; or
 - V. Any other Fraudulent means or devices; or
- 2. Upon ten (10) days' written notice to the Customer of any sum thirty (30) days past due;
- 3. Upon ten (10) days' written notice to the Customer, after failure of the Customer to comply with a request made by the Company for security for the payment of service in accordance with Section 2.5.3.A, above; or

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

4. Seven (7) days after sending the Customer written notice of noncompliance with any provision of this rate sheet if the noncompliance is not corrected within that seven (7) day period. The discontinuance of service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished up to the time of discontinuance.

- G. In the event the Company incurs fees or expenses, including attorney's fees, in collecting, or attempting to collect, any charges owed the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.

2.5.4 Cancellation of Application for Service

Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the company that would have been chargeable to the Customer had service begun.

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

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

Interruptions in service which are not due to the negligence of or noncompliance with the provisions of this rate sheet by, the Customer or the operation or malfunction of the facilities, power, or equipment provided by the Customer, will be credited to the Customer as set forth in 2.6.1 for the part of the service that the interruption affects.

The Company will calculate the credit allowance after the Customer notifies the Company of service interruption. The amount of the allowance will depend on the length of the outage and the service impacted. Service Outage conditions are defined as complete loss of call origination and/or receipt capability. Credit Allowances, if any, will be deducted from the charges payable by the IXC and will be expressly indicated on the next invoice. A Service Outage begins when the IXC reports the outage to The Company. For purposes of credit computation every month shall be considered to have seven hundred and twenty (720) hours. For services with a monthly recurring charge, no credit shall be allowed for an interruption of eight (8) or more hours at the rate of $1/720^{\text{th}}$ of the monthly charge for the services affected for each day that the interruption continues. The formula used for computation of credits is as follows:

$$\text{Credit} = A/720 \times B$$

A equals outage time in hours (must be 8 or more)

B equals total monthly recurring charge for affected service.

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

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

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

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

No credit allowance will be made for:

- A. interruptions due to the negligence of, or noncompliance with the provisions of this rate sheet by, the Customer, Authorized User, Joint-User, or other Common Carrier providing service connected to the service of Company;
- B. interruptions due to the negligence of any person other than the Company, including, but not limited to, the Customer or other Common Carriers connected to the Company's facilities;
- C. interruptions due to the failure or malfunction of non-Company equipment;
- D. interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- E. interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- F. interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- G. interruption of service due to circumstances or causes beyond the control of the Company.

2.7 Transfers and Assignments

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

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

- 2.8.1 Delivery of calls to or acceptance of calls from the Company's End User locations over Company-switched local exchange services constitutes an order by the Customer to purchase switched access services as described herein. Similarly the selection by a Company's End User of the Customer as the presubscribed IXC constitutes an order of switched access by the Customer. In these cases, an invoice will be the first communication from the Company to the Customer. In other instances a Service Order may be used.
- 2.8.2 The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.8.3 The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that the Company may designate a separate address, on each bill for service, to which the Customer shall mail payment on that bill.
- 2.8.4 All notices or other communications required to be given pursuant to this rate sheet shall be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication, or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.8.5 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

2.9 Meet Point Billing

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

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

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SECTION 2 - RULES AND REGULATIONS (continued)**2.10 Resale to Local Exchange Carriers**

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

The Company's retail services are available to certified local exchange carriers at the applicable retail rates without discriminatory or anticompetitive conditions or limitations. Services not available for resale are those found in the Commission Carrier Rules OAC 4901:1-7-21.

2.11 Application of Rates

The regulations set forth in this section govern the application of rates for services contained in other sections of this Tariff.

2.11.1 Charges Based on Duration of Use

Customer traffic to end offices will be measured by the Company at end office switches. Originating and terminating calls will be measured by the Company to determine the basis for computing chargeable access minutes.

For originating calls over Feature Group D, usage measurement begins when the originating Feature Group D switch receives the first wink supervisory signal forwarded from the Customer's point of termination.

The measurement of originating call usage ends when the originating Feature Group D switch receives disconnect supervision from either the originating end user's end office, indicating the originating end user has disconnected, or the Customer's point of termination, whichever is recognized first by the switch.

For terminating calls over Feature Group D, the measurement of access minutes begins when the terminating Feature Group D switch receives answer supervision from the terminating end user's end office, indicating the terminating end user has answered. The measurement of terminating call usage over Feature Group D ends when the terminating

Feature Group D switch receives disconnect supervision from either the terminating end user's end office, indicating the terminating end user has disconnected, or the Customer's point of termination, whichever is recognized first by the switch. Access minutes or fractions thereof are accumulated over the billing period for each end office and are then rounded up to the nearest access minute for each end office.

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SECTION 2 - RULES AND REGULATIONS (continued)**2.11 Application of Rates (Cont'd)****2.11.2 Rates Based Upon Distance**

Where the charges for service are specified based upon distance, the following rules apply:

- (A) Distance between two points is measured as airline distance between the wire centers of the originating and terminating telephone lines. The wire center is a set of geographic coordinates, as referenced in the NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF FCC No. 4, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number).
- (B) The airline distance between any two wire centers is determined as follows:
- (1) Obtain the "V" and "H" coordinates for each wire center from the above-referenced NECA tariff.
 - (2) Compute the difference between the "V" coordinates of the two wire centers; and the difference between the two "H" coordinates.
 - (3) Square each difference obtained in step (2) above.
 - (4) Add the square of the "V" difference and the square of the "H" difference obtained in step (3).
 - (5) Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.
 - (6) Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

(7) Formula =
$$\sqrt{\frac{(V1 - V2)^2 + (H1 - H2)^2}{10}}$$

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

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

3.1.1 Ordering Conditions

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

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

3.1.2 Minimum Period of Service

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

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

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

B. When Access Service is disconnected prior to the expiration of the minimum period, charges are applicable for the balance of the minimum period. The Minimum Period Charge for monthly-billed services will be determined as follows:

For Switched Access Service, the charge for a month or fraction thereof is equivalent to the average of the billed minutes of use of prior three months for the applicable service.

All applicable Nonrecurring Charges for the service will be billed in addition to the Minimum Period Charge.

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SECTION 3 - ORDERING OPTIONS FOR ACCESS SERVICE (continued)**3.2 Miscellaneous Charges (continued)**Non-recurring Charges

Customer Requested Due Date Change ^{1, 2}	\$50
Customer Requested Expedite ^{1, 2}	\$50
Cancellation (after 3 business days from order placement) ²	\$50
Design Change, DS0/DS1 ²	\$100
Design Change, DS3 and higher ²	\$150
Administrative Processing ²	\$100

¹ Company Due Date Change Policy - No due date change accepted at or after four (4) days prior to the current due date. If a Customer request is received during that time period, the supplemental charge will apply and, in addition, the billing will start on the current due date without exception.

² For services involving facilities leased from other telecommunications providers, Supplementary Charges will be priced on an Individual Case Basis, and will be based upon a pass-through of all charges assessed by other providers, and the Company's administrative costs.

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SECTION 4 - SWITCHED ACCESS SERVICE**4.1 General**

Switched Access Service, which is available to Customers for their use in furnishing their services to end users, provides a two-point communications path between a Customer's Premises and an End User's Premises. It provides for the use of common terminating, switching and transport facilities. Switched Access Service provides the ability to originate calls from an End User's Premises to a Customer's Premises, and to terminate calls from a Customer's Premises to an End User's Premises.

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

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

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SECTION 4 - SWITCHED ACCESS SERVICE**4.2 Rate Categories**

FGD includes but is not limited to originating and terminating traffic into separate trunk groups. Originating traffic type is further categorized as follows:

Domestic - access capacity for carrying only domestic traffic other than 500, 700, 800, 900, Operator, Operator Transfer Service, Inward Assistance, and Alternate Card Access traffic.

500 - access capacity for carrying only 500 traffic

700 - access capacity for carrying only 700 traffic

800 - access capacity for carrying only 800 traffic

900 - access capacity for carrying only 900 traffic

1DDD - access capacity for carrying only International Direct Distance Dialing traffic.

Operator Transfer Service - access capacity for carrying only Operator Transfer Service traffic.

Alternate Card Access Service - access capacity for carrying only alternate card access service traffic.

Inward Assistance Service - access capacity for carrying only alternate card access service traffic.

Non presubscribed - access capacity where use of an access code (other than 1+) is required.

When ordering such types of access capacity, the customer must specify the appropriate traffic type(s)

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SECTION 4 - SWITCHED ACCESS SERVICE**4.2 Rate Categories (cont'd)****4.2.1 Manner of Provision**

Switched Access is furnished in quantities of trunks or in busy hour minutes of capacity (BHMCs). FGD Access is furnished on a BHMC and on a per trunk basis as set forth in 5.2.

BHMCs are differentiated by type and directionality of traffic carried over a Switched Access Service arrangement. Differentiation of traffic among BHMC types is necessary for the Company to properly design Switched Access Service to meet the traffic carrying capacity requirement of the Customer.

4.2.2 Switched Access Services

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

- Switched Transport
- End Office Switching
- Tandem Switching and Transport
- Chargeable Optional Features
- Database

A. Switched Transport

The Switched Transport rate category provides for transmission facilities between the Customer's premises or collocated interconnection location and the Company's end office switch(es) and/or between the Company's tandem switch(es) and other carriers' end office switches.

Switched Transport is a two-way voice frequency transmission path composed of facilities for which the Company is responsible for the management and cost of these facilities.

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Local Access LLC
11442 Lake Butler Boulevard
Windermere, FL 34786

CARRIER TO CARRIER SERVICES RATE SHEET

SECTION 4 - SWITCHED ACCESS SERVICE**4.2 Access Services (cont'd.)****4.2.1 Switched Access Services (cont'd)****A. Switched Transport (cont'd)**

Switched Transport is comprised of a Transport Termination (per minute) and Transport Facility (per minute per mile) charge. When End Office switching is utilized, the Switched Transport charge is billed as a separate rate element using a standard 10 mile facility charge.

When Tandem switching is utilized, the Switch Transport charges are combined with Tandem Switching. A standard 10 mile facility charge is used for Switched Transport when the Company's Tandem and the end user's End Office are located in the same incumbent local exchange carrier territory. A 20 mile facility charge is applied when the Company's tandem and the end user's End Office are located in different incumbent local exchange carrier territories.

1. Entrance Facility

The Entrance Facility rate element provides for the use of a communications path between a Customer designated premises and the serving wire center of that premises. Included as part of the Entrance Facility is a standard channel interface arrangement which defines the technical characteristics associated with the type of facilities to which the access service is to be connected at the customer designated premises and the type of signaling capability, if any. Entrance Facility is available as High Capacity service. One charge applies for each Entrance Facility that is terminated at a premises designated by the customer. This charge will apply even if the customer-designated premises and the serving wire center are collocated in a Company building.

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CARRIER TO CARRIER SERVICES RATE SHEET

SECTION 4 - SWITCHED ACCESS SERVICE**4.2 Access Services (cont'd.)****4.2.1 Switched Access Services (cont'd)****A. Switched Transport (cont'd)****1. Direct Trunked Transport**

Direct Trunked Transport is available in High Capacity DS1, DS3, OC-X or Gig-E circuits. Direct Trunked Transport rates consist of a Direct Trunked Facility rates which is applied on a per mile basis and a Direct Trunked Termination rate which is applied at each end of each measured segment of the Direct Trunked Facility (e.g., at the end office, hub, tandem, and serving wire center). When the Direct Trunked Facility mileage is zero, the Direct Trunked Termination per mile rate will not apply.

2. Non-Chargeable Optional Features

Where transmission facilities permit, the individual transmission paths between the Customers' designated premises and the first point of switching may, at the option of the Customer, be provided with the following optional features as set forth and described in 5 following.

- Supervisory Signaling

Supervisory Signaling is the means by which an end user initiates a request for service, hold or releases a connection or flashes to recall an operator or to initiate additional features. Supervisory signaling is also used to initiate and terminate charging on a call.

3. Termination and Transport

Termination and transport service is comprised of the connections and facilities between the Company's end office or tandem switches and a Customer's point of presence.

4. Dedicated Tandem Trunk Port

A dedicated tandem trunk port is provided by the Company for all facilities terminated on the trunk side of the Company's tandem switch, when the customer has requested tandem routing.

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CARRIER TO CARRIER SERVICES RATE SHEET

SECTION 4 - SWITCHED ACCESS SERVICE4.2 Access Services (cont'd.)4.2.1 Switched Access Services (cont'd)B. End Office

The End Office rate category provides the local end office switching functions necessary to complete the transmission of Switched Access communications to and from the end users served by the local end office and the Customer. The End Office rate includes the Local Switching and Common Port rate elements.

1. Local Switching

The Local Switching rate element provides for (1) local end office switching, i.e., the common switching functions associated with the various Switched Access Service arrangements and (2) intercept functions, i.e., the termination of certain calls at a Company intercept operator or recording. It is divided into two distinct categories: LS1 and LS2. The first category, LS1, provides local switching for Feature Groups A. The second category, LS2, provides local switching for Feature Group D, 800 Access Service, 900 Access Service.

Where end offices are appropriately equipped, international dialing may be provided as a capability associated with LS2. International dialing provides the capability of switching international calls with service prefix and address codes having more digits than are capable of being switched through a standard FGC

2. Common Trunk Port

The Common Trunk Port used by multiple customers provides for the termination of common transport trunks in common end office trunk ports in conjunction with tandem routed traffic. The Common Trunk Port rate is assessed on a usage sensitive basis on tandem routed switched access service.

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11442 Lake Butler Boulevard
Windermere, FL 34786

CARRIER TO CARRIER SERVICES RATE SHEET

SECTION 4 - SWITCHED ACCESS SERVICE**4.2 Access Services (cont'd.)****4.2.1 Switched Access Services (cont'd)****C. Tandem Switching**

The Tandem rate category provides the tandem switching functions necessary to complete the transmission of Switched Access communications to and from end offices that subtend the Company's tandem and the Customer. The Tandem rate includes the Tandem Switching, Transport (an average of ten miles), Termination and Multiplexing rate elements.

1. Tandem-Switched Transport Services

Tandem-Switched Transport provides Switched Transport that is switched through a tandem switch, between the customer's serving wire center and the end offices subtending the tandem. Tandem Switched Transport is also available between an access tandem and end offices subtending that tandem. Tandem-Switched Transport consists of circuits dedicated to the use of a single customer from the serving wire center to the tandem and circuits used in common by multiple customers from the tandem to the end office.

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

- (a) The Tandem-Switched Termination element includes the non-distance sensitive portion of Switched Transport, and is assessed on a per access minute of use basis.
- (b) The Tandem-Switched Facility element includes the distance sensitive portion of Switched Transport and is assessed on a per access minute of use per mile basis. For simplicity, the Company will periodically assess the average number of miles that apply and revise this tariff accordingly.

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Windermere, FL 34786

CARRIER TO CARRIER SERVICES RATE SHEET

SECTION 4 - SWITCHED ACCESS SERVICE4.2 Access Services (cont'd.)4.2.1 Switched Access Services (cont'd)C. Tandem Switching (continued)1. Tandem-Switched Transport Services (continued)

- (c) The Tandem Switching element includes the access tandem switching associated with Tandem-Switched Transport traffic and is assessed per access minute switched through the tandem. Tandem-Switched Transport requires dedicated tandem trunk ports and end office common trunk ports as described in Section 5 following. In addition, common multiplexing, includes the multiplexing associated with the Tandem-Switched Transport. The rate application for Tandem-Switched Transport rates is set forth in Section 5. Tandem-Switched Transport is provided at the rates and charges set forth in Section 5.

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11442 Lake Butler Boulevard
Windermere, FL 34786

CARRIER TO CARRIER SERVICES RATE SHEET

SECTION 4 - SWITCHED ACCESS SERVICE**4.3 Other Rate Categories****4.3.1 Toll Free Data Base Access Service**

Toll Free Data Base Access Service is a service offering that utilizes originating trunk side Switched Access Service to deliver Toll Free calls to the Company's Interexchange Carrier Customers. The service provides for the forwarding of end user dialed toll free calls to a Company Service Switching Point which will initiate a query to the database to perform the Customer identification and delivery function. The call is forwarded to the appropriate Customer based on the dialed toll free number. Records exchange, rating and billing for Toll Free Data Base Access Service is subject to the provisions of the Multiple Exchange Carrier Access billing Guidelines (MECAB).

A. Customer Identification Charge

The Toll Free Data Base Access Service Customer Identification applies for the identification of the appropriate Interexchange Customer. The charge is assessed to the Customer on a per query basis and may include an area of service which may range from a single NPA/NXX to an area consisting of all LATAs and NPAs in the State of Ohio. The per query Customer Identification Charge is set forth in Section 5.5.1.

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Local Access LLC
11442 Lake Butler Boulevard
Windermere, FL 34786

CARRIER TO CARRIER SERVICES RATE SHEET

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

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

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

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

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Windermere, FL 34786

CARRIER TO CARRIER SERVICES RATE SHEET

SECTION 5 - SWITCHED ACCESS RATES (continued)

5.2 Rate Categories

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

5.2.2 Toll-Free 8XX Data Base Query

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

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11442 Lake Butler Boulevard
Windermere, FL 34786

CARRIER TO CARRIER SERVICES RATE SHEET

SECTION 5 - SWITCHED ACCESS RATES (continued)**5.3 Billing of Access Minutes**

When recording originating calls over FG Access with multi-frequency address signaling, usage measurement begins when the first wink supervisory signal is forwarded from the Customer's facilities. The measurement of originating call usage over FG Access ends when the originating FG Access entry switch receives disconnect supervision from either the originating End User's Local Switching Center - (indicating that the originating End User has disconnected), or the Customer's facilities, whichever is recognized first by the entry switch.

For terminating calls over FG Access with multi-frequency address signaling, the measurement of access minutes begins when a seizure signal is received from the Carrier's trunk group at the Point of Presence within the LATA. The measurement of terminating call usage over FG Access ends when a disconnect signal is received, indicating that either the originating or terminating user has disconnected.

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

5.4 Reports and Testing

5.4.1 Design Layout Report: At the request of the Customer, the Company will provide to the Customer the makeup of the facilities and services provided from the Customer's Premises to the first point of switching. This information will be provided in the form of a Design Layout Report. The Design Layout Report will be provided to the Customer at no charge.

5.4.2 Acceptance Testing: At no additional charge, the Company will, at the Customer's request, cooperatively test, at the time of installation, the following parameters: loss, C-notched noise, C message noise, 3-tone slope, dc. continuity and operational signaling.

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Windermere, FL 34786

CARRIER TO CARRIER SERVICES RATE SHEET

SECTION 5 - SWITCHED ACCESS RATES (continued)**5.5 Rates and Charges****5.5.1 Toll-Free 8XX Data Base Query**

Toll Free Database Query	\$0.002294 per query
--------------------------	----------------------

Toll Free ID Charge, per query	\$0.001108
--------------------------------	------------

5.5.2 End Office Switching

Originating, per minute	\$0.001531
-------------------------	------------

Terminating, per minute	\$0.001531
-------------------------	------------

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Windermere, FL 34786

CARRIER TO CARRIER SERVICES RATE SHEET

SECTION 5 - SWITCHED ACCESS RATES (continued)**5.5 Rates and Charges (continued)****5.5.3 Switched Transport**

Entrance Facility (Per DS1)	
Monthly recurring	\$176.00
Nonrecurring	\$1,010.00 (First)
	\$950.00 (Additional)
Direct Transport (Per DS1)	
Dedicated Transport - Termination	
Monthly recurring	\$33.42
Nonrecurring	\$310.00 (First)
	\$250.00 (Additional)
Dedicated Transport - Facility, per mile	\$14.15
Dedicated Tandem Port - per port	\$62.36
Dedicated Trunk Port - per port	\$118.09
Common Transport	
Access Order Charge	\$60.00
Nonrecurring trunk charges	\$115.00 (First)
	\$40.00 (Additional)
Tandem Switched Transport -	
Termination per minute	\$0.000000
Tandem Switched Transport -	
Facility, per minute, per mile	\$0.000002
Tandem Switching, per minute	\$0.000124
Common Transport Multiplexing, per minute	\$0.000000
Common Trunk Port, per minute	\$0.000369
Interconnection charge, per minute	\$0.000000

5.5.4 Presubscription

Manual Charge (per change)	\$5.50
Electronic Charge (per change)	\$1.25

When the interlata and intralata PIC are changed simultaneously then 50% of the intralata PIC change charge is waived

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11442 Lake Butler Boulevard
Windermere, FL 34786

Exhibit B

Description of Proposed Services

By this Application, Local Access LLC ("Local Access" or "Applicant") seeks authority to operate as a local exchange and interexchange carrier on both a resold and facilities-basis throughout the State of Ohio. Applicant intends to initially serve business and carrier customers, and provide both voice and access services. As business and economic circumstances dictate, Company intends to provide additional local exchange, exchange access and dedicated transport services. The Applicant will not provide operator assisted services, nor will it accept deposits.

With respect to the geographic coverage area for its intended services, Local Access requests authority to operate as a competitive local exchange and interexchange carrier in the areas served by AT&T Ohio, Cincinnati Bell, Centurylink Ohio (formerly Embarq) and Frontier (formerly Verizon). Local Access anticipates serving both business and carrier customers at this time, however does not plan to offer services to residential customers initially.

Applicant plans to initially develop its network through a combination of its own facilities and leased facilities from other certified carriers. The Company may collocate its equipment in central offices and/or carrier hotels insofar as feasible within the changing telecommunications market.

Applicant has no plans to construct outside plant or loop distribution equipment at the current time, but may undertake such actions in the future if changes in market conditions and the Company's business plans dictate.

A decision by the Commission to grant Applicant authority to provide competitive local exchange and interexchange telecommunications services is in the public interest. Applicant is well qualified to operate as such a service provider in Ohio. Consumers of telecommunications services in Ohio will receive the benefits of downward pressure on prices, increased choice, improved quality of service and customer responsiveness, innovative service offerings, and access to increasingly advanced telecommunications technology. The market incentives for new and existing providers of telecommunications services will be improved through an increase in the diversity of suppliers and competition within the local exchange and interexchange telecommunications market. Granting Local Access's Application would enhance the development of competition in the local exchange and interexchange markets and provide the consumers of Ohio with all of the benefits described above.

Exhibit C

Qualification to Do Business and Registration with Ohio Department of Taxation



DATE:	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
10/24/2012	201229700976	REGISTRATION OF FOREIGN FOR PROFIT LLC (LFP)	125.00	.00		.00	.00

Receipt

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

INCorp ATTN TAYLOR MCARTHUR
2360 CORPORATE CIRCLE
SUITE 400
HENDERSON, NV 89074-7722

STATE OF OHIO CERTIFICATE

Ohio Secretary of State, Jon Husted

2145709

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

LOCAL ACCESS LLC

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

Document(s):

REGISTRATION OF FOREIGN FOR PROFIT LLC

Document No(s):

201229700976



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

Witness my hand and the seal of the
Secretary of State at Columbus,
Ohio this 22nd day of October, A.D.
2012.

Ohio Secretary of State



Form 533B Prescribed by the:
Ohio Secretary of State

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

www.OhioSecretaryofState.gov
Busserv@OhioSecretaryofState.gov

Mail this form to one of the following:

Regular Filing (non expedite)
P.O. Box 670
Columbus, OH 43216

Expedite Filing (Two-business day processing
time requires an additional \$100.00).
P.O. Box 1390
Columbus, OH 43216

REGISTRATION OF A FOREIGN LIMITED LIABILITY COMPANY

Filing Fee: \$125

2012 OCT 22 PM 2:19

CHECK ONLY ONE (1) BOX

(1) ☒ Registration of a Foreign For-Profit Limited
Liability Company
(108-LFA)
ORC 1705

Jurisdiction of Formation

Date of Formation

(2) ☐ Registration of a Foreign Nonprofit
Limited Liability Company
(106-LFA)
ORC 1705

Jurisdiction of Formation

Date of Formation

Name of Limited Liability Company in its jurisdiction of formation

Name under which the foreign limited liability company desires to transact business in Ohio (if different from its name in its jurisdiction of formation) is:

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

The address to which interested persons may direct requests for copies of the limited liability company's operating agreement, bylaws, or other charter documents of the company is:

Name

Mailing Address

City

State

ZIP Code

The limited liability company hereby appoints the following as its agent upon whom process against the limited liability company may be served in the state of Ohio. The name and complete address of the agent is

Incorp Services, Inc.

Name

9435 Waterstone Boulevard, Suite 140

Mailing Address

Cincinnati

City

Ohio

State

45249

ZIP Code

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

The limited liability company irrevocably consents to service of process on the agent listed above as long as the authority of the agent continues, and to service of process upon the Ohio Secretary of State if:


- a. an agent is not appointed, or
- b. an agent is appointed but the authority of that agent has been revoked, or
- c. the agent cannot be found or served after the exercise of reasonable diligence.

By signing and submitting this form to the Ohio Secretary of State, the undersigned hereby certifies that he or she has the requisite authority to execute this document.

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

If authorized representative
is an individual, then they
must sign in the "signature"
box and print their name
in the "Print Name" box.

If authorized representative
is a business entity, not an
individual, then please print
the business name in the
"signature" box, an
authorized representative
of the business entity
must sign in the "By" box
and print their name in the
"Print Name" box.


Signature

09/13/2012

Date

By

Robert Russell

Print Name

Signature

Date

By

Print Name

Signature

Date

By

Print Name



State of Florida

Department of State

I certify from the records of this office that LOCAL ACCESS LLC is a limited liability company organized under the laws of the State of Florida, filed on October 14, 2010, effective October 13, 2010.

The document number of this limited liability company is L10000107257.

I further certify that said limited liability company has paid all fees due this office through December 31, 2012, that its most recent annual report was filed on February 7, 2012, and its status is active.

I further certify that said limited liability company has not filed Articles of Dissolution.

*Given under my hand and the Great Seal of
Florida, at Tallahassee, the Capital, this the
Seventeenth day of October, 2012*

Ken Detzner

Secretary of State



Authentication ID: 000240935100-101712-L10000107257

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.

<https://efile.sunbiz.org/certauthver.html>

Administration - User and Access Management

Local Access LLC

Company ID : *****2924

—Company Information

FEIN : 45-5492924

Legal Name : Local Access LLC

Corporate Name : Local Access

Trade(DBA) Name :

Contact First Name : Robert

Contact Last Name : Russell

Contact Phone : (410) -603-3836

Email Address : brussell@dmv.com

Service Provider / Representative ID : Click 'Edit' to generate an ID.

If your company acts as a service provider to or representative of other companies (e.g. CPAs, attorneys, payroll companies), an ID enables another company to grant your company permission to create and submit OBG transactions on their behalf.

Exhibit D

**Financial Information – Confidential and Proprietary
Subject to Motion for Confidential Treatment**

Exhibit E

Managerial Ability and Corporate Structure

Local Access is currently certified to provide competitive local exchange and interexchange telecommunications services in the District of Columbia, Florida, Georgia, Illinois, Maryland, Massachusetts, New Jersey, New York, and Pennsylvania. Local Access has applications for certification pending in Colorado, Delaware, Indiana, Minnesota, Missouri, Virginia, Washington and Wisconsin in addition this Application.

Applicant is affiliated with Local Access Services LLC, which has a pending application to provide local exchange and interexchange services in the State of California.

Applicant is managed by persons with substantial technical expertise in designing, constructing and operating telecommunications networks. This wealth of expertise will enable Local Access to provide its local exchange and interexchange customers with advanced, state-of-the-art technology, for its telecommunications services. Biographies detailing this experience are below. All of the personnel listed below can be reached at the Local Access's headquarters: 11422 Lake Butler Blvd., Windermere, FL 34786, Telephone: (866) 841-7898, Facsimile: (240) 358-6510

Robert Russell, President

Robert Russell is the President of Local Access LLC. As President, he is responsible for the overall strategic, technical, operational and financial success of Local Access LLC. His primary responsibilities involve strategic planning, enhancement of internal and customer facing technology systems and networks, and assurance that the operational and financial resources at Local Access are running in an efficient and effective manner.

Before co-founding Local Access, Mr. Russell led Draper Communications, owned by DCI Voice Solutions, as its CEO. DCI Voice Solutions offered a wide range of telecommunications services with its primary focus on domestic U.S. and international termination. Under Mr. Russell's leadership, DCI Voice Solutions expanded to having personnel in fourteen states and three countries, and its revenue grew more than 300 percent.

Prior to his appointment with DCI Voice Solutions, Mr. Russell was the CEO of Draper Communications and Delmarva Online, LLC (DMV), an Internet Service Provider (ISP). Mr. Russell led DMV from a small, local ISP servicing Salisbury, MD to become the largest privately held ISP on the east coast. Mr. Russell led the acquisition of seven other ISPs and expanded DMV's service area to encompass the entire U.S., as well as Canada and several Trust Territories.

Previous to his tenure with Draper Communication, Russell served General American Transportation Corporation (NYSE: GMT) as Group GM of Regional Operations and was responsible for their Midwest manufacturing, warehousing, JIT, and pre-assembly support facilities. Russell joined

RPP/589857.1

General American after graduating from the Florida State Business School in 1992.

Neil Rosenblit, CEO

An entrepreneur and visionary, Mr. Rosenblit has been involved in the start up and growth of several multi-million dollar organizations, including DCI Voice Solutions and Blitz Telecom Consulting Services, where he has held primary responsibility for sales, marketing, agent relations, client development, revenue retention, corporate affairs, and business development. Mr. Rosenblit has been in the telecommunications industry for more than fourteen years, overseeing and managing the launch of services including colocation, e-commerce applications, voice origination, voice termination, internet access, and implementation of proprietary call routing applications. Mr. Rosenblit has more than 23 years of experience in building and managing highly trained sales organizations and has extensive experience in developing and managing the sales strategy that is being deployed by Local Access which includes carrier, wholesale, and retail.

Jim Finneran, COO / CO

Mr. Finneran is the Chief Operating Officer and Compliance Officer for Local Access LLC. For the past 22 years, Mr. Finneran has been involved with the negotiation and implementation of more than 1,000 contracts and agreements which have an aggregated value of more than \$1 billion. Mr. Finneran's contract expertise spans local, state, and federal governments, as well the private sector both in the U.S. and internationally. Mr. Finneran has also had extensive training and experience with government regulations and corporate best practices policies; therefore he holds the dual role responsibility of government compliance. Mr. Finneran is responsible for managing the firm's Subpoena Compliance Group and its multiple third-party legal firms. At various times, Mr. Finneran has lead a number of privately held businesses as a CEO, was honored as an Ernst and Young Entrepreneur of the Year, and has guided multiple firms to their listing on the Inc. 500. Mr. Finneran graduated in 1987 from Salisbury University with a degree in Information Technology

Jim Hudson – CTO

As Chief Technology Officer, Mr. Hudson is responsible for software development of all back-office systems, including billing, order management, quoting, invoice tracking, provisioning, inventory, and workflow. In addition, he oversees network management systems and internal IT infrastructure. Mr. Hudson has more than 15 years of experience in information technology, including software implementation, programming, client server network architecture and design, LAN/WAN configuration and management, and hardware implementation and management

Prior to joining Local Access, Mr. Hudson oversaw the development of the Blitz Telecom Consulting VoIP network and was responsible for managing more than a billion minutes of local voice calls nationwide each month. Mr. Hudson developed and deployed multiple internal monitoring systems overseeing the firm's Network Operations Center and personnel, managing vendor relations,

RPP/589857.1

outsourcing, and software services division.

Mr. Hudson joined Draper Communications in 1999 as the Director of Web Services. Hudson managed the hosting and programming divisions of Draper's Delmarva Online ISP before assuming the role of CTO at Draper's subsidiary DCI Voice Solutions in 2005. At DCI, Mr. Hudson was responsible for running the company's engineering and support departments, managing domestic and international termination vendors, deploying VoIP origination services, and developing technology strategies to augment the product line.

Prior to his tenure with DCI, Mr. Hudson worked at Marriott International (NYSE: MAR) as a data integrity specialist focusing on business continuity. Hudson graduated Suma Cum Laude from Salisbury University with two bachelors degrees, one in 1994 in History and English and another in 1996 in Communications. He also attended graduate school at University of Maryland.

Patrick Ferguson - CIO

Patrick Ferguson is the Chief Information Officer for Local Access LLC. As CIO, he is responsible for the overall network operations, engineering, network planning, facilities, and strategic and operational technology resources. For the last 17 years, Mr. Ferguson has been in the network and telecommunications industry providing design, technical, procurement and project management for small, medium, and large-scale TCP/IP based networks, VoIP networks, and local and long distance networks.

Prior to joining Local Access LLC, Mr. Ferguson designed and managed Blitz Telecom Consulting's VoIP local exchange service. Mr. Ferguson oversaw the growth of the Blitz telecom service where it became one of the largest local access services in the U.S.

Prior to working with Blitz Telecom Consulting, Mr. Ferguson was responsible for deploying the infrastructure and software systems for DCI Voice Solutions, including multiple locations in the U.S. and U.K. DCI Voice Solutions operated various switching platforms, including both traditional TDM (Nortel DMS-GSP) as well as NG VoIP switches. He was responsible for all of the design and building of DCI Voice Solutions voice and data networking technologies and infrastructure.

In 1995, Mr. Ferguson joined Delmarva Online, LLC as a Unix System Administrator, and he was quickly promoted to the Senior System Administrator role, where he managed the complete design and development of a large national ISP. While at Delmarva Online, LLC Mr. Ferguson assumed the role of Network Operations Manager, as well as continuing to oversee the ISP IT infrastructure,

where he was tasked with the design and technical operations of their large-scale broadband TCP/IP network.

Mr. Ferguson has several certifications, including Cisco CCENT, CCNA, and CCDA, as well as Innovatia Nortel DMS certifications.

Exhibit G

Customer Interactions

Attached to this *Exhibit G*, please find a sample copy of a customer bill.

Local Access does not plan to offer residential service, so does not have an application form for such services.

Local Access intends to mirror the exchange areas of AT&T Ohio, Cincinnati Bell, Centurylink Ohio (formerly Embarq) and Frontier (formerly Verizon) in the State of Ohio.

Exhibit F

Status of Interconnection

Local Access is in the process of seeking interconnection agreement with AT&T Ohio, Cincinnati Bell, Centurylink Ohio (formerly Embarq) and Frontier (formerly Verizon), and will begin providing service as soon as practicable after interconnection.

Local Access LLC

11442 Lake Butler Blvd
Windermere, FL 34786

Invoice

Date	Invoice #
4/1/2013	2570

Bill To:

Innovative Communicaitons Inc
1703 Carver Square
Salisbury, MD 21801

Terms

Net 30

Quantity	Service Description	Rate	Amount
1,500	TN / DID MRCs - MRC of \$.05	0.05	75.00
800	Line Charge MRCs - DSO MRC \$3.50	3.50	2,800.00
* Innovative Communications - Exempt Certificate #CA-8495 on file.			
Total			\$2,875.00

Please Remit Electronic Payment:

Bank Of America 10201 W Colonial Dr Ocoee, FL 34761

Local Access Account# 898053834493

Wire ABA# 026009593 ACH ABA# 06300047 Swift Code: BOFAUS6S

The Public Utilities Commission of Ohio
TELECOMMUNICATIONS RETAIL SERVICE OFFERING FORM
For Non-BLES Carriers

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

Company Name Local Access LLC
Company Address 11442 Lake Butler Blvd., Windermere, FL 34786
Company Web Address www.localaccessllc.com
Regulatory Contact Person Jim Finneran, COO/CO Phone (866) 841-7898 x6403 Fax (240) 358-6510
Regulatory Contact Person's Email Address jfinneran@localaccessllc.com
Contact Person for Annual Report Jim Finneran, COO/CO Phone (866) 841-7898 x6403 Fax (240) 358-6510
Consumer Contact Information Jim Finneran, COO/CO Phone (866) 841-7898 x6403 Fax (240) 358-6510
TRF Docket No. -TP-TRF

I. Company Type (Check all applicable):

X Non-BLES CLEC X IXC ☐ Other (explain) _____

II. Services offered (Check all applicable):

X Toll services (intrastate)
X Local Exchange Service (i.e., residential or business bundles)
☐ Other (explain) _____

III. Tariffed Provisions/Services (To the extent offered, check all applicable and attach tariff pages):

X Toll Presubscription
X Intrastate Special and Switched Access Services to Carriers (facilities-based local carriers only)*
X N-1-1 Service
☐ Pole Attachment and Conduit Occupancy
☐ Pay Telephone Access Lines
☐ Inmate Operator Service
☐ Telephone Relay Service

*Access service tariffs shall be maintained separately and are subject to the Commission's carrier-to-carrier rules found in Chapter 4901:1-7, Ohio Administrative Code.

Part IV. – Attestation

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

Local Access LLC

I am an officer/agent of the carrier/telephone company, Local Access LLC , and am authorized to make statements on it behalf.
(Name)

I understand that Telephone companies have certain responsibilities to its customers under the Telecommunications Rules (Ohio Adm. Code 4901:1-6). These responsibilities include: warm line service; not committing unfair or deceptive acts and practices; truth in billing requirements; and slamming and preferred carrier freeze requirements. We will comply with the rules of the state of Ohio and understand that non-compliance 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.

See attached

(Signature and Title)

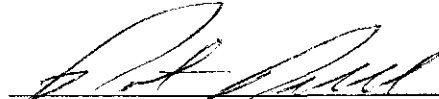
(Date)

VERIFICATION

I, Robert Russell, am the President of Local Access LLC and am authorized to make this verification on its behalf. I do hereby verify that the information in the foregoing Application of Local Access LLC and its Exhibits are true, correct, and complete to the best of my knowledge.

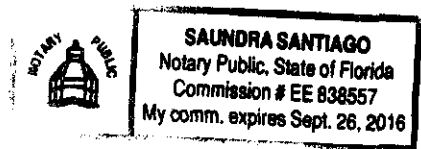
I verify that the foregoing is true under penalty of perjury.

Executed on this 6th day of March, 2013 at Windermere, Florida.


Robert Russell
President
Local Access LLC

Subscribed and sworn to before me this 6th day of
March, 2013.


Notary Public



My Commission expires: Sept. 26, 2016