# LARGE FILING SEPARATOR SHEET

CASE NUMBER 14-0390-TP- ACE

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SECTION: 2 of 2

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

## 2.12 CALCULATION OF MILEAGE

Airline mileage, where mileage is the basis for rating calls, is obtained by using the "V" and "H" coordinates assigned to each rate center and contained in <u>NECA FCC Tariff No. 4</u> or successor Tariffs. To determine the airline distance between any two locations, proceed as follows:

- a. Obtain the "V" and "H" coordinates for each location. The "V" coordinate is the first four digits in the "VH" column. The "H" coordinate is the next four digits.
- b. Obtain the difference between the "V" coordinates of each of the locations. Obtain the difference between the "H" coordinates.
- c. Square each difference obtained in step b., above.
- d. Add the square of the "V" difference and the "H" difference obtained in step c., above.
- e. Divide the sum of the square by 10. Round to the next higher whole number if any fraction is obtained.
- f. 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.

 $\sqrt{\frac{1}{(V_1 - V_2)^2 + (H_1 - H_2)^2}}$ Formula:

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#### SECTION 3 - SWITCHED ACCESS SERVICE

#### 3.1 GENERAL

Switched Access Service, which is available to Customers for their use in furnishing their services to End Users, provides a two-point electrical communications path between a Customer's premises and an End User's premises. It provides for the use of common terminating, switching and trunking facilities, and for the use of common subscriber plant of the Company. Switched Access Service provides for the ability to originate calls from an End User's premises to a Customer's premises in the LATA where it is provided.

The application of rates for Switched Access Service is described in Section 3.5 following. Rates and charges for services other than Switched Access Service, e.g., a Customer interLATA toll message service, may also be applicable when Switched Access Service is used in conjunction with these other services.

#### 3.2 RATE CATEGORIES

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

- Local Switching
- Local Transport
- Common Line (see Section 5)

## 3.2.1 Local Switching

Local Switching provides for the use of end office switching equipment. Included in Local Switching are:

Common Switching, which provides the local end office switching functions and optional features.

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## SECTION 3 - SWITCHED ACCESS SERVICE

## 3.2 RATE CATEGORIES (Cont'd)

3.2.1 Local Switching (Cont'd)

Transport Termination, which provides for the trunk side arrangements which terminate the Local Transport facilities. The number of Transport Terminations provided will be determined by the Company.

Where end offices are appropriately equipped, international dialing may be provided. 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 equipped end office.

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## SECTION 3 - SWITCHED ACCESS SERVICE, (Cont'd)

#### 3.2 RATE CATEGORIES, (Cont'd)

#### 3.2.2 Local Transport

The Local Transport rate category provides the transmission facilities between the Customer premises and the end office switch(es) where the Customer traffic is switched to originate or terminate its communications.

Local Transport is a two-way voice frequency transmission path composed of facilities determined by the Company. The two-way voice frequency path permits the transport of calls in the originating direction (from the End User end office switch to the Customer's premises) and in the terminating direction (from the Customer premises to the end office switch), but not simultaneously. The voice frequency transmission path may be comprised of any form or configuration of plant capable of and typically used in the telecommunications industry for the transmission of voice and associated telephone signals within the frequency bandwidth of approximately 300 to 3000 Hz.

The Company will work cooperatively with the Customer in determining (I) whether the service is to be directly routed to an end office switch or through an access tandem switch, and (2) the directionality of the service.

1. Transmission Paths

The number of Transport transmission paths provided is based on the Customer's order and is determined by the Company.

2. Interconnection

Interconnection of non-Company switched access transport facilities is available between an end office and a Customer point of presence where such facilities are provided.

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#### SECTION 3 - SWITCHED ACCESS SERVICE, (Cont'd)

## 3.3 OBLIGATIONS OF THE COMPANY

The Company has certain obligations pertaining only to the provision of Switched Access Service. These obligations are as follows:

#### 3.3.1 Network Management

The Company will administer its network to provide acceptable service levels to all telecommunications users of the Company's network services. Generally, service levels are considered acceptable only when both End Users and Customers are able to establish connections with little or no delay encountered within the Company's network. The Company maintains the right to apply protective controls, i.e., those actions, such as call gapping, which selectively cancel the completion of any traffic carried over its network, including that associated with a Customer's Switched Access Service. Generally, such protective measures would only be taken as a result of occurrences such as a failure or overload of Company or customer facilities, natural disasters, mass calling or national security demands.

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#### SECTION 3 - SWITCHED ACCESS SERVICE, (Cont'd)

#### 3.3 OBLIGATIONS OF THE COMPANY, (Cont'd)

3.3.2

Design and Traffic Routing of Switched Access Service

The Company shall design and determine the routing of Switched Access Service, including the selection of the first point of switching and the selection of facilities from the interface to any switching point and to the end offices where busy hour minutes of capacity are ordered. The Company shall also decide if capacity is to be provided by originating only, terminating only, or two-way trunk groups. Finally, the Company will decide whether trunk side access will be provided through the use of two-wire or four-wire trunk terminating equipment. Selection of facilities and equipment and traffic routing of the service are based on standard engineering methods, available facilities and equipment and the Company's traffic routing plans. If the Customer desires different routing or directionality than that determined by the Company, the Company will work cooperatively with the Customer in determining (1) whether the service is to be routed directly to an end office or through an access tandem switch and (2) the directionality of the service.

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## SECTION 3 - SWITCHED ACCESS SERVICE, (Cont'd)

#### 3.3 OBLIGATIONS OF THE COMPANY, (Cont'd)

3.3.3 Provision of Service Performance Data

Subject to availability, end-to-end service performance data available to the Company through its own service evaluation routines, may also be made available to the Customer based on previously arranged intervals and format. The data provides information on overall end-to-end call completion and non-completion performance e.g., Customer equipment blockage, failure results and transmission performance. The data does not include service performance data which is provided under other Tariff sections, e.g., testing service results. If data is to be provided in other than paper format, the charges for such exchange will be determined on an individual case basis.

3.3.4 Trunk Group Measurements Reports

Subject to availability, the Company will make available trunk group data in the form of usage in CCS, peg count and overflow to the Customer based on previously agreed to intervals.

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### SECTION 3 - SWITCHED ACCESS SERVICE, (Cont'd)

#### 3.4 OBLIGATIONS OF THE CUSTOMER

The Customer has certain specific obligations pertaining to the use of Switched Access Service. These obligations are as follows:

#### 3.4.1 Report Requirements

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

(A) Jurisdictional Reports

When a Customer orders Switched Access Service for both interstate and intrastate use, the Customer is responsible for providing reports as set forth in Section 2 preceding. Charges will be apportioned in accordance with those reports.

(B) Code Screening Reports

When a Customer orders service call routing, trunk access limitation or call gapping arrangements, it must report the number of trunks and/or the appropriate codes to be instituted in each end office or access tandem switch, for each of the arrangements ordered.

The Company will administer its network in such a manner that the impact of traffic surges due to peaked 900 Access Service traffic on other access service traffic is minimized. Network management controls as defined in Section 3.3.1 may be implemented at the Company option to ensure acceptable service levels

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## SECTION 3 - SWITCHED ACCESS SERVICE, (Cont'd)

## 3.4 OBLIGATIONS OF THE CUSTOMER (Cont'd)

3.4.2 On and Off-Hook Supervision

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

3.4.3 Trunk Group Measurements Reports

With the agreement of the Customer, trunk group data in the form of usage in CCS, peg count and overflow for its end of all access trunk groups, where technologically feasible, will be made available to the Company. The data will be used to monitor trunk group utilization and service performance and will be based on previously arranged intervals and format.

## 3.5 RATE REGULATIONS

This section contains the specific regulations governing the rates and charges that apply for Switched Access Service.

Access Charges are applied on a per access minute basis. Access minute charges are accumulated over a monthly period.

3.5.1 Minimum Periods

Switched Access Service is provided for a minimum period of one month.

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## SECTION 3 - SWITCHED ACCESS SERVICE, (Cont'd)

#### 3.5 RATE REGULATIONS, (Cont'd)

## 3.5.2 Cancellation of Access Service Order

A Customer may cancel an Access Order for the installation of service on any date prior to notification by the Company that service is available for the Customer's Use or prior to the service date, whichever is later. The cancellation date is the date the Company receives written or verbal notice from the Customer that the order is to be canceled. The verbal notice must be followed by written confirmation within 10 days. If a Customer or End User is unable to accept Access Service within 30 calendar days of the original service date, the Access Order will be canceled and applicable charges will apply.

.1 Prior to Firm Order Confirmation Date

If an Access Order is canceled prior to the Firm Order Confirmation date, no charges will apply.

.2 On or After Firm Order Confirmation Date

If an Access Order is canceled on or after the Firm Order Confirmation date, the Customer will be billed a charge equal to the cost incurred in such installation less net salvage, or the charge for the minimum period.

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#### SECTION 4 - SPECIAL ACCESS SERVICE

#### 4.1 GENERAL

Special Access Service provides a dedicated transmission path to connect a Customer designated premise, directly, through a Company hub or hubs where bridging or multiplexing functions are performed, or to connect a Customer designated premise and a WATS Serving Office. The Company Centrex CO and CO-like switches and packet switches included in Public Packet Switching Network (PPSN) Service are considered to be Customer designated premise for purpose of this Tariff. Special Access includes all exchange access not utilizing the Company's switching equipment. Special Access Service consists of any of the services offered hereunder, either individually or in combination. Each service is offered independently of all others.

The connections provided by Special Access Service can be either analog or digital. An analog connection is differentiated by spectrum and bandwidth. A digital connection is differentiated by bit rate.

Company services may be connected to the services or facilities of other communications carriers only when authorized by, in accordance with, the terms and conditions of any Tariffs of such other communications carriers.

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### SECTION 4 - SPECIAL ACCESS SERVICE, (Cont'd)

#### 4.2 DESCRIPTION

4.2.1 Voice Grade Service

Basic Channel Description

A voice grade channel provides voice frequency transmission capability in the nominal frequency range of 300 to 3000 Hz and may be terminated two wire or four wire. Voice grade channels are provided between Customer designated premise, between a Customer designated premise and a Company hub or hubs, or between a Customer designated premise and a WATS Serving Office (WSO).

**Optional Features and Functions** 

- A. Central Office Bridging Capability
  - 1. Voice Bridging (two wire and four wire)
  - 2. Data Bridging (two wire and four wire)

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SECTION 4 - SPECIAL ACCESS SERVICE, (Cont'd)

#### 4.2 DESCRIPTION, (Cont'd)

4.2.1 Voice Grade Service, (cont'd)

Optional Features and Functions, (cont'd)

**B.** Conditioning

Conditioning provides more specific transmission characteristics for Voice Grade Services.

1. C-Type Conditioning

C-Type conditioning is provided for the additional control of attenuation distortion and envelope delay distortion on data services. The attenuation distortion and envelope delay distortion specifications for C-Type Conditioning are delineated in Technical Reference TR-TSY-000335.

2. D-Type Conditioning (Digital Capability)

D-Type conditioning provides transmission characteristics suitable for data communications. Specifically, D-Type conditioning provides for the control of the signal to C-notched noise ratio and intermodulation distortion. It is available for two point services or multipoint services.

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#### SECTION 4 - SPECIAL ACCESS SERVICE, (Cont'd)

#### 4.2 DESCRIPTION, (Cont'd)

4.2.1 Voice Grade Services, (cont'd)

Optional Features and Functions, (cont'd)

The Signal to C-Notched Noise Ratio and Intermodulation Distortion Parameter for data capability are delineated in Technical Reference TR-TSY-000335.

When a service equipped with data capability is used for voice communications, the quality of the voice transmission may not be satisfactory.

C. Customer Specified Premise Receive Level

This option allows the Customer to specify the receive level at the Point of Termination (POT). The level must be within a specific range on effective four wire transmission. The ranges are delineated in Technical Reference TR-TSY-000335.

- D. Improved Return Loss
  - On Effective Four Wire Transmission at Four Wire Point of Termination (applicable to each two wire port): Provides for a fixed 600 ohm impedance, variable level range and simplex reversal. Company equipment is required at the Customer's premise where this option is ordered. The Improved Return Loss parameters are delineated in Technical Reference TR-TSY-000335.
  - 2. On Effective Two Wire Transmission at Two Wire Point of Termination: Provides for more stringent echo control specifications. In order for this option to be applicable, the transmission path must be four wire at one POT and two wire at the other POT. Placement of Company equipment may be required at the Customer's premise with the two wire POT. The Improved Return Loss parameters are delineated in Technical Reference TR-TSY-000335.

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### SECTION 4 - SPECIAL ACCESS SERVICE, (Cont'd)

#### 4.2 DESCRIPTION, (Cont'd)

4.2.1 Voice Grade Services, (cont'd)

Optional Features and Functions, (cont'd)

E. Signaling Capability

Signaling Capability provides for the ability to transmit signals from one Customer premise to another Customer premise on the same service.

F. Selective Signaling Arrangement

An arrangement that permits code selective ringing for up to ten codes on a multipoint service.

G. Transfer Arrangement

A transfer arrangement affords the Customer an additional measure of flexibility in the use of an access channel(s). The arrangement can be utilized to transfer a leg of a Special Access Service to another channel that terminates in either the same or a different Customer premise. A key activated or dial-up control service is required to operate the transfer arrangement. A spare channel, if required, is not included as part of the option.

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#### SECTION 4 - SPECIAL ACCESS SERVICE, (Cont'd)

#### 4.2 DESCRIPTION, (Cont'd)

4.2.2 Digital Data Service

#### **Basic Channel Description**

A digital data channel is for duplex four wire transmission of synchronous serial data at the rate of 2.4, 4.8, 9.6, 19.2, 56.0 or 64.0 Kbps. The actual bit rate is a function of the channel interface selected by the Customer. The channel provides a synchronous service with timing provided by the Telephone Company through the Company's facilities to the Customer in the received bit stream. Digital data channels are provided as either hubbed or non-hubbed services between Customer designated premise or between a Customer designated premise and a Company hub or hubs, where available. The Customer may provide the channel service unit-type equipment or other network channel terminating equipment associated with the digital data channel at the Customer premise.

The Company will provide a channel capable of meeting a monthly average performance equal to or greater than 99.875% error-free seconds (if provided through a digital data hub) while the channel is in service, if it is measured through a CSU equivalent which is designed, manufactured, and maintained to conform with the specifications contained in Technical Reference PUB62310.

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#### SECTION 4 - SPECIAL ACCESS SERVICE, (Cont'd)

#### 4.2 DESCRIPTION, (Cont'd)

4.2.2 Digital Data Services, (cont'd)

**Optional Features and Functions** 

The Optional Features and Functions described in paragraphs A. and B. following are only available where Digital Data Service is provided via a hub.

A. Central Office Bridging Capability

Bridging is not available on a 64.0 Kbps channel.

B. Transfer Arrangement

A transfer arrangement affords the Customer an additional measure of protection and/or flexibility in the use of their access channel(s) on a 1xN basis. The arrangement can be utilized to transfer a leg of a Special Access Service to either a spare or working channel that terminates in either the same or a different Customer designated premise. This arrangement is only available at a Company designated hub. A key activated or dial-up control service is required to operate the transfer arrangement. A spare channel, if required, is not included as a part of the option.

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## SECTION 4 - SPECIAL ACCESS SERVICE, (Cont'd)

#### 4.2 DESCRIPTION, (Cont'd)

4.2.3 High Capacity Service

**Basic** Channel Description

A high capacity channel is for the transmission of 1.544 or 44.736 Mbps isochronous serial data. The actual bit rate is a function of the channel interface selected by the Customer. High capacity channels are provided between Customer designated premise or between a Customer designated premise and a Company hub or hubs.

The Customer may provide the network channel terminating equipment associated with the high capacity channel at the Customer's premise.

A channel with technical specifications package HC1 will be capable of an error-free second performance of 98.75% over a continuous twenty-four hour period as measured at the 1.544 Mbps rate through a CSU equivalent which is designed, manufactured, and maintained to conform with the specifications contained in Technical Reference PUB 62411.

**Optional Features and Functions** 

A. Transfer Arrangement

An arrangement that affords the Customer an additional measure of flexibility in the use of their access channel(s). The arrangement can be utilized to transfer a leg of a Special Access Service to either a spare or working channel that terminates in either the same or a different Customer designated premise. A key arrangement activated or dial up control service is required to operate the transfer. A spare channel, if required, is not included as part of the option.

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#### SECTION 4 - SPECIAL ACCESS SERVICE, (Cont'd)

#### 4.2 DESCRIPTION, (Cont'd)

- 4.2.3 High Capacity Service (Cont'd)
  - B. Central Office Multiplexing
    - 1. DS3 to DS1

An arrangement the converts a 44.736 Mbps channel to twenty-eight DS1 channels using digital time division multiplexing.

DS1 to Voice

An arrangement that converts a 1.544 Mbps channel to twenty-four channels for use with Voice Grade Services. A channel(s) of this DS1 to the hub can also be used for a Digital Data Service.

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## SECTION 4 - SPECIAL ACCESS SERVICE, (Cont'd)

#### 4.3 SERVICE CONFIGURATIONS

There are two types of service configurations over which Special Access Services are provided: two point and multi-point.

A. Two-Point Service

Two-Point Service connects two Customer designated premise's directly or through a hub where multiplexing functions are performed, or a Customer designated premise and a WATS Serving Office.

Applicable rate elements are:

- Channel Terminations
- Channel Mileage (as applicable)
- Optional Features and Functions (when applicable)
- B. Multi-Point Service

Multi-Point Service connects three or more Customer designated premise's through one or more Company hubs. Only certain types of Special Access Service are provided as Multi-Point Service. These are so designated in the descriptions for the appropriate channel.

The channel between hubs (i.e. bridging locations) on a Multi-Point Service is a mid-link. There is no limitation on the number of mid-links available with a Multi-Point Service. However, when more than three mid-links in a tandem are provided the quality of the overall service may be degraded.

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#### SECTION 4 - SPECIAL ACCESS SERVICE, (Cont'd)

#### 4.3 SERVICE CONFIGURATIONS, (Cont'd)

B. Multi-Point Service, (cont'd)

Multi-Point Service utilizing a customized technical specifications package will be provided when technically possible. If the Company determines that the requested parameter specifications are not compatible, the Customer will be advised and given an opportunity to change the order. When a customized channel is ordered the Customer will be notified whether Additional Engineering Charges apply. In such cases, the Customer will be advised and given the opportunity to change the order.

When ordering, the Customer will specify the desired bridging hub(s).

- Channel Terminations (one per Customer designated premise)
- Channel Mileage (as applicable between the serving wire center for each Customer designated premise and the hub and between hubs)
- Bridging
- Additional Optional Features and Functions (when applicable).

### 4.4 ALTERNATE USE

Alternate Use occurs when a service is arranged by the Company so that the Customer can select different types of transmission at different times. A Customer may use a service in any privately beneficial manner. However, where technical or engineering changes are required to effectuate an alternate use, the Company will make such special arrangements available on an individual case basis.

The arrangement required to transfer the service from one operation to the other (i.e., the transfer relay and control leads) will be rated and provided on an individual case basis. The Customer will pay the stated Tariff rates for the Access Service rate elements for the service ordered [i.e., Channel Terminations, Channel Mileage (as applicable) and Optional Features and Functions (if any)].

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#### SECTION 4 - SPECIAL ACCESS SERVICE, (Cont'd)

#### 4.5 DESIGN LAYOUT REPORT

At the request of the Customer, the Company will provide to the Customer the make-up of the facilities and services provided under this Tariff as Special Access Service to aid the Customer in designing its overall service. 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, and will be reissued or updated whenever these facilities are materially changed.

#### 4.6 ACCEPTENCE TESTING

At no additional charge, the Company will, at the Customer's request, cooperatively test the following at the time of installation:

A. Voice Grade Service

For Voice Grade Service (analog) the acceptance test will include tests for loss,3-tone slope, DC continuity, operational signaling, C-notched noise, C-message noise when these parameters are applicable and specified in the order of service. Additionally, for a balance (improved loss) test will be made if the Customer has ordered the Improved Loss Optional Feature.

B. Digital Service

For Digital Services (i.e., Digital Data and High Capacity), acceptance tests will include tests applicable to the service as specified by the Customer in the order for service.

In addition to the above tests, additional cooperative acceptance testing for Voice Grade Service to test other parameters is available at the Customer's request. All test results will be made available to the Customer upon request.

#### 4.7 ORDERING OPTION AND CONDITIONS

Special Access Service is ordered under the Access Order provisions set forth in this Tariff. Also included are other charges which may be associated with ordering Special Access Service (e.g., Service Date Charge Charges, Cancellation Charges, etc.).

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#### SECTION 4 - SPECIAL ACCESS SERVICE, (Cont'd)

#### 4.8 RATE REGULATIONS

This Section contains the specific regulations governing the rates and charges applicable to Special Access Service.

#### 4.8.1 Rate Categories

There are three basic rate categories which apply to Special Access Service:

- Channel Termination
- Channel Mileage
- Optional Features and Functions
- A) Channel Termination

The Channel Termination rate category recovers the costs associated with the communications path between a Customer designated premise and the serving wire center of that premise. Included as part of the Channel Termination 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 Point of Termination (POT) and the type of signaling capability, if any. The signaling capability is provided as an optional feature as set forth in paragraph (C) following. One Channel Termination charge applies per Customer designated premise at which the channel is terminated. This charge will apply even if the Customer designated premise and the serving wire center are collocated in a Company building.

For DS3 High Capacity Service, the Channel Termination rates are made up of the DS3 Capacity Interface rate and the DS3 Channel Installed rate. The Capacity Interface rate is dependent upon the capacity ordered (i.e., Capacity Interface of 1, 3, 6 or 12) and is applicable at each Customer designated premise. The capacity ordered is the maximum number of DS3 services that can be terminated on a given service at the Customer designated premise (e.g., a capacity of 3 can terminate 1, 2, or 3 DS3 services). One DS3 Channel Installed rate applies per Customer designated premise at which the channel is terminated for each DS3 channel that is ordered. These charges will apply even if the Customer designated premise and the serving wire center are collocated in a Company building.

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#### SECTION 4 - SPECIAL ACCESS SERVICE, (Cont'd)

#### 4.8 RATE REGULATIONS, (Cont'd)

4.8.1 Rate Categories, (cont'd)

B) Channel Mileage

The Channel Mileage rate category recovers the costs associated with the end office equipment and the transmission facilities between the serving wire centers associated with two (2) Customer designated premise's, between a serving wire center associated with a Customer designated premise and a Company hub or between two (2) Company hubs. Channel Mileage rates are made up of the Channel Mileage Facility rate and the Channel Mileage Termination rate.

1. Channel Mileage Facility

The Channel Mileage Facility rate recovers the per mile cost for the transmission path which extends between the Company serving wire centers and/or hub(s).

2. Channel Mileage Termination

The Channel Mileage Termination rate recovers the cost for end office equipment associated with terminating the facility (i.e., basic circuit equipment and terminations at serving wire centers and hubs). The Channel Mileage Termination rate will apply at the serving wire center(s) for each Customer designated premise and Company hub where the channel is terminated. If the Channel Mileage is between bridging hubs, the Channel Mileage Termination rate will apply per Company designated hub. If the Channel Mileage is between the serving wire center for a Customer designated premise and a WATS Serving Office, the Channel Mileage Termination rate will apply at both the serving wire center associated with the Customer designated premise and the WATS Serving Office. When the Channel Mileage Facility is zero (0) (i.e., collocated serving wire centers), neither the Channel Mileage Facility rate nor the Channel Mileage Termination rate will apply.

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#### SECTION 4 - SPECIAL ACCESS SERVICE, (Cont'd)

#### 4.8 RATE REGULATIONS, (Cont'd)

4.8.1 Rate Categories, (cont'd)

C) Optional Features and Functions

The Optional Features and Functions rate category recovers the costs associated with optional features and functions which may be added to a Special Access Service to improve its quality or utility to meet specific communications requirements. These are not necessarily identifiable with specific equipment, but rather represent the end result in terms of performance characteristics that may be obtained. These characteristics may be obtained by using various combinations of equipment. Although the equipment necessary to perform a specified function may be installed at various locations along the path of the service, they will be charged for as a single rate element.

Examples of Optional Features and Functions that are available include, but are not limited to, the following:

- Signaling Capability
- Hubbing Functions
- Conditioning
- Transfer Arrangements

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## SECTION 4 - SPECIAL ACCESS SERVICE, (Cont'd)

#### 4.8 RATE REGULATIONS, (Cont'd)

4.8.1 Rate Categories, (cont'd)

C) Optional Features and Functions (cont'd)

Descriptions for each of the available Optional Features and Functions are set forth in Section 4.2.2 preceding.

A hub is a Company designated serving wire center at which bridging or multiplexing functions are performed. The bridging functions performed are to connect three or more Customer designated premise's in a multi-point arrangement. The multiplexing functions are to channelize digital facilities to individual services requiring a lower capacity or bandwidth

4.8.2 Types of Rates and Charges

There are two types of rates and charges. These are monthly rates and non-recurring charges. The rates and charges are described as follows:

A) Monthly Rates

Monthly rates are recurring rates that apply each month.

B) Non-recurring Charges

Non-recurring charges are one time charges that apply for specific work activity (i.e., installation or change to an existing service). The types of non-recurring charges that apply for Special Access Service are: installation of service, installation of optional features and functions, and service rearrangements. These charges are in addition to the Access Order Charge.

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#### SECTION 4 - SPECIAL ACCESS SERVICE, (Cont'd)

#### 4.8 RATE REGULATIONS, (Cont'd)

4.8.2 Types of Rates and Charges, (cont'd)

B) Non-recurring Charges, (cont'd)

1. Installation of Service

Non-recurring charges apply to each service installed. The non-recurring charges for the installation of service are set for each channel type as a non-recurring charge for the Channel Termination.

2. Installation of Optional Features and Functions

When optional features and functions are installed coincident with the initial installation of service, no separate non-recurring charge is applicable. When optional features and functions are installed or changed subsequent to the installation of service, an Access Order Charge will apply per order.

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#### SECTION 4 - SPECIAL ACCESS SERVICE, (Cont'd)

#### 4.8 RATE REGULATIONS, (Cont'd)

4.8.2 Types of Rates and Charges, (cont'd)

B) Non-recurring Charges, (cont'd)

3. Service Rearrangements

Service rearrangements are changes to existing (installed) services which may be administrative only in nature, as set forth following, or that involve actual physical change to the service.

Changes in the type of service or channel termination which result in a change of the minimum period requirement will be treated as a discontinuance of the service and an installation of a new service.

Changes in ownership or transfer of responsibility from one Customer to another will be treated as a discontinuance of the service and an installation of a new service.

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#### SECTION 4 - SPECIAL ACCESS SERVICE, (Cont'd)

#### 4.8 RATE REGULATIONS, (Cont'd)

4.8.2 Types of Rates and Charges, (cont'd)

B) Non-recurring Charges, (cont'd)

4. Administrative Changes

Administrative changes will be made without charge(s) to the Customer. Administrative changes are as follows:

- Change of Customer name;
- Change of Customer or Customer's end user premise address when the change of address is not a result of physical relocation of equipment;
- Change in billing data (name, address, or contact name or telephone number);
- Change of agency authorization;
- Change of Customer circuit identification;
- Change of billing account number;
- Change of Customer test line number;
- Change of Customer or Customer's end user contact name or telephone number; and
- Change of jurisdiction.

All other service rearrangements will be charged as follows:

If the change involves the addition of other Customer designated premise to an existing service, the non-recurring charge for the Channel Termination rate element will apply. The charge(s) will apply only for the location(s) being added. The charge(s) will be in addition to an Access Order Charge.

## 4.8.3 Moves

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

- The Point of Termination at the Customer's premise; or
- The Customer's premise

The charges for the move are dependent on whether the move is to a new location within the same building or to a different building.

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#### SECTION 4 - SPECIAL ACCESS SERVICE, (Cont'd)

#### 4.8 RATE REGULATIONS, (Cont'd)

- 4.8.3 Moves, (cont'd)
  - A) Moves Within the Same Building

When the move is to a new location within the same building, the charge for the move will be an amount equal to one half of the non-recurring (i.e., installation) charge for the service termination affected. There will be no change in the minimum period requirements. This charge is in addition to the Access Order Charge.

B) Moves To a Different Building

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

#### 4.8.4 Minimum Periods

The minimum service period for all services except part-time Video and Program Audio Services and DS3 High Capacity Service is one month and the full monthly rate will apply to the first month. The minimum service period for part-time Video and Program Audio Services is a continuous twenty-four hour period, not limited to a calendar day. The minimum service period for DS3 High Capacity Service is twelve months.

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## SECTION 4 - SPECIAL ACCESS SERVICE, (Cont'd)

#### 4.8 RATE REGULATIONS, (Cont'd)

#### 4.8.5 Mileage Measurement

Special Access will be billed to Customers under two options. The first option is where the Company will provision and provide a special access circuit from end to end and will bill all mileage at Company's Access Charge rates. The second option is where the Company will only provision the portion of the special access circuit that uses Company facilities. In this case, the Customer would be required to obtain the other portion of special access circuit from the other Company (ies) needed to provision the required services. The applicable mileage option will be the Company's discretion for each special access circuit ordered.

Option I: Company provided and provisioned special access circuit from end to end:

The mileage used to determine the monthly Channel Mileage Facility rate is calculated on the airline distance between the locations involved, i.e.,

- the serving wire centers associated with two Customer designated premise's,
- a serving wire center associated with a Customer designated premise and a hub,
- two hubs
- or between the serving wire center associated with a Customer designated premise and a WATS Serving Office.

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#### SECTION 4 - SPECIAL ACCESS SERVICE, (Cont'd)

#### 4.8 RATE REGULATIONS, (Cont'd)

4.8.5 Mileage Measurement, (cont'd)

The serving wire center associated with a Customer designated premise is the serving wire center from which this Customer designated premise would normally obtain dial tone. Mileage Charges are shown with each channel type. To determine Mileage Charges airline mileage will be determined in accordance with Section 2.13.

When hubs are involved, mileage is computed and rates applied separately for each section, i.e.,

- Customer designated premise serving wire center to hub,
- hub to hub and/or
- hub to Customer designated premise serving wire center.

However, when any service is routed through a hub for purposes other than Customer specified bridging or multiplexing (e.g., the Company chooses to so route for test access purposes), rates will be applied only to the distance calculated between the serving wire centers associated with the Customer designated premise.

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#### SECTION 4 - SPECIAL ACCESS SERVICE, (Cont'd)

#### 4.8 RATE REGULATIONS, (Cont'd)

#### 4.8.6 Mixed Use Services

Mixed use refers to a rate application applicable only when the Customer orders high capacity special access facilities between a Customer designated premise and a Company hub where the Company performs multiplexing/de-multiplexing functions and the same Customer then orders the derived channels as Special and Switched Access Services. If the Customer has Switched Access Service between a Customer designated premise and an end office that is multiplexed at a Company hub and subsequently orders the derived channels as Special and Switched Access Service, rates and charges will apply as if the service were ordered as mixed use.

Except as noted above, the high capacity facility will be ordered, provided and rated as Special Access Service (i.e., Channel Termination, Channel Mileage, as appropriate, and Multiplexing Arrangement). The non-recurring charge that applies when the mixed use facility is installed will be the non-recurring charge associated with the appropriate special access high capacity channel termination. Rating as special access will continue until such time as the Customer chooses to use a portion of the available capacity for Switched Access Service. Individual service (i.e., Switched or Special Access) non-recurring charges will not apply to the individual channels of the mixed use facility.

When Special Access Service is provided utilizing a channel of the mixed use facility to a hub, high capacity rates and charges will apply for the facility to the hub, as set forth preceding, and individual service rates and charges will apply from the hub to the Customer designated premise. The rates and charges that will apply to the portion from the hub to the Customer designated premise will be dependent on the specific type of Special Access Service that is provided (e.g., Voice Grade, etc.). The applicable rates and charges will include a channel termination and channel mileage, if applicable. Rates and charges for optional features and functions associated with the service, if any, will apply for the appropriate channel type.

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#### SECTION 4 - SPECIAL ACCESS SERVICE, (Cont'd)

#### 4.8 RATE REGULATIONS, (Cont'd)

4.8.6 Mixed Use Services, (cont'd)

As each individual channel is activated for Switched Access Service, the High Capacity Special Access Channel Termination, Channel Mileage, and Multiplexing rates will be reduced accordingly (e.g., 1/24th for a DS1 service, 1/672nd for a DS3 service, etc.).Switched Access Service rates and charges will apply for each channel that is used to provide a Switched Access Service. Additionally, the Switched Access Service Entrance Facility, Direct Trunked Transport, and Multiplexing charges, if applicable, will be reduced by multiplying their respective rates by the ratio of derived Switched Access Service channels to the total number of voice grade channels that can be derived.

The Customer must place an order for each individual Switched or Special Access Service utilizing the mixed use facilities and specify the channel assignment for each such service.

4.8.7 Individual Case Basis Arrangements

Certain services set forth in Special Access Service, Section 4. are provided on an Individual Case Basis.

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#### SECTION 5 - CARRIER COMMON LINE ACCESS SERVICE

## 5.1 GENERAL

The Company will provide Carrier Common Line Access Service to Customers in conjunction with Switched Access Service provided in Section 3 of this Tariff. Carrier Common Line provides for the use of End Users' Company-provided common lines by Customers for access to such End Users to furnish Intrastate Communications.

## 5.2 LIMITATIONS

No telephone number or detailed billing will be provided with Carrier Common Line Access. Directory listings and intercept arrangements are not included in the rates and charges for Carrier Common Line Access.

## 5.3 APPLICATION OF INTRASTATE CHARGES

Intrastate rates apply only to that portion of Carrier Common Line Service provided for intrastate usage. Jurisdictional reporting is required as described in Section 2.10.7 of this Tariff.

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#### SECTION 6 - SPECIAL ARRANGEMENTS

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## SECTION 6 - SPECIAL ARRANGEMENTS

## 6.1 SPECIAL CONSTRUCTION

6.1.1 Basis for Charges

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

- nonrecurring charges;
- recurring charges;
- termination liabilities; or
- combinations of (a), (b), and (c).

## 6.1.2 Termination Liability

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

- A) The period on which the termination liability is based is the estimated service life of the facilities provided.
- B) The amount of the maximum termination liability is equal to the estimated amounts (including return) for:

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## SECTION 6 - SPECIAL ARRANGEMENTS

## 6.1 SPECIAL CONSTRUCTION

- 6.1.2 Termination Liability
  - 1. Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
    - a) equipment and materials provided or used;
    - b) engineering, labor, and supervision;
    - c) transportation; and
    - d) rights of way and/or any required easements;
  - 2. license preparation, processing, and related fees;
  - 3. Tariff preparation, processing and related fees;
  - 4. cost of removal and restoration, where appropriate; and
  - 5. any other identifiable costs related to the specially constructed or rearranged facilities.

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## SECTION 6 - SPECIAL ARRANGEMENTS, (Cont'd)

#### 6.2 NON-ROUTINE INSTALLATION AND/OR MAINTENANCE

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

#### 6.3 INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS

Rates for ICB arrangements will be developed on a case-by-case basis in response to a bona fide request from a customer or prospective customer for services which vary from Tariffed arrangements. Rates quoted in response to such requests may be different for Tariffed services than those specified for such services in the Rate Attachment. ICB rates will be offered to customers in writing and will be made available to similarly situated customers. A summary of each ICB contract pricing arrangement offered pursuant to this paragraph will be filed as an addendum to this Tariff within 30 days after the contract is signed by both the Company and the customer. The following information will be included in the summary:

- LATA and type of switch
- Service description
- Rates and charges
- Quantity
- Length of the agreement.

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## SECTION 7 - MISCELLANEOUS OPTIONAL SERVICES

## 7.1 GENERAL

The Company will provide on an optional basis the following services:

- Recording Service
- Automatic Number Identification (ANI)
- Billing Name and Address (BNA)

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#### 7.2 RECORDING SERVICE

Recording is the entering on magnetic tape or other acceptable media the details of customer messages originated through switched access service. Recording is provided 24 hours a day, 7 days a week.

The company will provide recording service in association with the offering of Feature Groups B for 900 Access Service, C, and D Switched Access Service for customer messages that can be recorded by company-provided automatic message accounting equipment. In addition, where the company records the customer messages on manual tickets, the company will provide recording service for the manual tickets and at offices where the company provides Feature Group A switched access service and has the ability to record the Feature Group A call detail with automatic message accounting equipment and mark the recorded call detail as Feature Group A call detail for a specific customer, the company will provide the recording service for Feature Group A switched access service. At the request of the customer, recording service will be provided for Feature Group D switched access service (MTS) including 700 and 900 service, calls originating and/or terminating over a WATS access line, and station message detail recording for MTS and calls originating from a WATS access line.

The company will provide recording service in its operating territory. The minimum territory for which the company will provide recording service is all the appropriately equipped offices in a state operating territory for which the customer has ordered Feature Group A, B for 900 service, C, or D switched access service. A state operating territory of a particular telephone company includes all its LATAs or market areas which are located in the same state including the areas in contiguous states which are assigned to such LATAs or market areas and served by the same company.

For Feature Group B or 900 Access Service, C, and D Switched Access Service, the term "customer message" used herein denotes an intrastate call originated by a customer's end user. Station message detail recording is an optional feature which provides a record of customer messages originated by MTS and WATS access lines. Such detail will be provided as part of Feature Group D end office and type of call recording service when requested by the customer. For Feature Group A switched access service, the term "customer message" used herein denotes a call over an intrastate Feature Group A switched access service. A call includes both calls originated to and terminated from a Feature Group A switched access service. The beginning and ending of a customer message are determined pursuant to the written instructions of the customer.

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#### 7.2 RECORDING SERVICE, (Cont'd)

- 7.2.1 Undertaking of the Company
  - A) The company will record all customer messages carried over Feature Group B for 900 access service, C, and D switched access service that are available to companyprovided recording equipment or operators. The company will record all customer messages, including interLATA intrastate messages and interLATA intrastate messages, carried over a Feature Group A switched access service. Unavailable customer service messages (i.e. certain Feature Group C operator and TOPS messages which are not accessible by company-provided equipment or operators) will not be recorded. The recording equipment will be provided at locations selected by the company.
  - B) A standard format for the provision of the recorded customer message detail will be established by the company and provided to the customer. If, in the course of company business, it is necessary to change the format, the company will notify the involved customers six months prior to the change.

Assembly and editing, provision of customer detail, data transmission to a customer location, special orders for recording and program development will be provided to the customer on a contractual basis.

C) Recorded customer message detail which is used at the request of the customer to provide message processing and message bill processing service is not retained by the company for longer than 90 days. The rates for unbilled message detail and the billed message detail is retained for reference in place of the recorded customer message detail. For recorded customer message detail not used by message processing service at the customer's request, the company will make every reasonable effort to recover recorded customer message detail previously made available to the customer and make it available again for the customer. The charges as set forth in the rate schedule, following, will apply for all such detail provided. Such a request must be made within thirty (30) days from the date the details were initially made available to the customer.

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## 7.2 RECORDING SERVICE, (Cont'd)

#### 7.2.2 Liability of the Company

Notwithstanding 7.2.1 preceding, the company's liability for recording service is as follows:

Unless there is an expressed written agreement to the contrary, in the absence of gross negligence or willful misconduct, no liability for damages to the customer or other person or entity other than as set forth in (A) and (B) preceding shall attach to the company for its action or the conduct of its employees in providing recording service.

#### 7.2.3 Obligations of the Customer

The customer shall order recording service under a special order.

The customer shall order recording service at least one month prior to the date when the customer message detail is to be recorded, unless customer's request requires that recording service be provided by end office and type of call, then the ordering interval will be determined on an individual case basis.

The customer shall order recording service for Feature Group D switched access by end office and type of call in accordance with the terms and conditions established on an individual case basis special order.

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#### 7.2 **RECORDING SERVICE**, (Cont'd)

- 7.2.4 Payment Arrangements and Audit Provision
  - A) Notice and Scope
    - 1) Upon forty-five (45) days' prior written notice by the customer to the company (or such shorter period as the parties may mutually agree upon), the customer or its authorized representative shall have the right to commence an audit during normal business hours and at intervals of no more than one audit in any six month period. The audit will be limited to all such records and accounts as may, under recognized accounting practices, contain information bearing upon amounts subject to being billed to the customer's end users by the company as part of its provision of billing and collection services and the changes to the customer for other services provided by the company pursuant to this Tariff.
    - 2) The written notice of audit shall identify the date upon which it is to commence, the location, the customer's representatives, the subject matter of the audit, and the materials to be reviewed.
    - 3) The written notice of audit shall be directed to the company's representative at the address stipulated by such representative.
    - 4) The company may, within thirty (30) days of receipt of the customer's notice of audit, postpone commencement by written notice for a period not to exceed fifteen (15) days, but only for good cause. The company shall also indicate the new date for commencement of said audit.
    - 5) Upon completion of the audit, the customer's auditors are to provide an oral report of their findings to the company prior to their departure, followed by a letter within thirty (30) days confirming findings.

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#### 7.2 RECORDING SERVICE, (Cont'd)

- 7.2.4 Payment Arrangements and Audit Provision (Cont'd)
  - B) Payment of Expense

Each party shall bear its own expenses in connection with the conduct of an audit. Special data extractions required by the customer for its representative to conduct the audit will be paid for by the customer. "Special data extraction" for auditing purposes shall mean programming, clerical and computer time required to create an output record (from existing data files) that cannot normally be created from current software programs in the production program library.

- C) Requests for Examinations
  - In addition to audits, the customer, or its representatives, may request, from time to time, the opportunity to conduct an examination, as defined in (ii) following. The company will make reasonable efforts to accommodate requests for examination and to cooperate in the conduct of an examination.
  - An "examination" shall, for purposes of this section, constitute a reasonable inquiry on a single issue or a specific topic related to billing and collection service for a stated reason.

Upon concurrence by both parties that errors or omissions exist, adjustment shall be made by the proper party to compensate for any errors or omissions disclosed by such examination or audit.

D) Audit Provision

All information received or reviewed by the customer or its authorized representative is to be considered confidential and is not to be distributed, provided or disclosed in any form to anyone not involved in the audit, nor is such information to be used for any other purposes.

E) Minimum Period and Minimum Monthly Charges

The minimum period for which recording service without sorting is provided and for which charges apply is one month.

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#### 7.2 RECORDING SERVICE, (Cont'd)

- 7.2.4 Payment Arrangements and Audit Provision, (cont'd)
  - F) Cancellation of a Special Order

A customer may cancel a special order for recording service on any date prior to the service date. The cancellation date is the date the company receives written or verbal notice from the customer that the special order is to be canceled. The verbal notice must be followed by written confirmation within ten (10) days. The service date for recording service is the date the customer requests the recordings to start. When a customer cancels a special order for recording service after the order date but prior to the start of service, a special order charge and the minimum monthly charges will apply.

G) Changes to Special Orders

> When a customer requests material changes to a pending special order for recording service, the pending special order will be canceled and the requested changes will be undertaken if they can be accommodated by the company under a new special order. All cancellation charges as set forth in (C) preceding will apply for the canceled special order.

#### 7.2.5 **Rate Regulations**

The special order charge applies for each special order accepted by the company for recording service or for a subsequently requested change.

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> Robert Joseph, Director/Investor Digital Connections, Inc. **PO Box 270** 235 High Street Morganiown, WV 26507

Dated

## 7.3 AUTOMATIC NUMBER IDENTIFICATION

ANI provided the automatic transmission of a seven or ten digit number and information digits to the customer's premises for calls originating in the LATA, to identify the calling telephone number. The ANI feature is an end office software function which is associated on a call-by-call basis with (1) all individual transmission paths in a trunk group routed directly between an end office and a customer's premises or, where technically feasible, with (2) all individual transmission paths in a trunk group between an end office and an access tandem, and a trunk group between an access tandem and a customer's premises.

### 7.3.1 Rate Regulations

When ANI is delivered (with Feature Group D originating) and the customer is charged the recording rate as set forth in the rate schedule, following, the ANI rate does not apply. If the customer is not charged the recording rate, the ANI rate as set forth in the rate schedule will apply for each ANI record delivered to the customer.

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#### 7.4 BILLING NAME AND ADDRESS SERVICE

Billing Name and Address (BNA) service is the provision of the complete billing name, street address, city or town, state and zip code for a telephone number assigned by the company.

BNA service is provided for the sole purpose of permitting the customer to bill its telephonic communications services to its end users and may not be resold or used for any other purpose, including marketing activity such as market surveys or direct marketing by mail or by telephone.

The customer may not use BNA information to bill for merchandise, gift certificates, catalogs, or other services or products.

BNA services is provided on both a manual and a mechanized basis. On a manual basis, the information will be provided by voice telecommunications or by mail, as appropriate. On a mechanized basis, the information will be entered on magnetic tape containing recorded customer messages.

BNA information is furnished for sent-paid, collect, bill to third number, 700 and 900 service messages and messages charged to a calling card that is resident in the company's database. In addition, BNA information for messages originated from data terminal numbers (DTNs) of data communications services is furnished on a manual basis only.

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#### 78.4 BILLING NAME AND ADDRESS SERVICE, (Cont'd)

- 7.4.1 Undertaking of the Company
  - A request for information on over 100 and up to 500 telephone numbers should be mailed to the company. The company will provide the response by first class U.S. Mail within ten (10) business days.
  - B) Upon receipt of a magnetic tape of recorded customer messages, the company will, at the request of the customer, provide BNA service on a mechanized basis. The tape of messages may be provided by the customer or, where the customer subscribes to recording service as set forth in 7.2 preceding, may be the output from that service. The company will enter the BNA information on the recorded message tape and send the tape to the customer by first class U.S. Mail. Other methods of delivering the data may be negotiated, and charges based on cost will apply.

The company will provide a response to customer-provided tapes by mail within six (6) business days of receipt. The company will process and mail tapes which are the output of recording service every fifth business day.

- C) The company will specify the format in which requests and tapes are to be submitted.
- D) The BNA information will be provided for the calling number furnished to the extent a billing name and address exists in the company customer records information system, including non-published and non-listed numbers. If the billing name and address information for a specific calling number is confidential due to legal, national security, end user or regulatory imposed requirements, the company will provide an indicator on the confidential records.
- E) The company will provide the most current BNA information resident in its database. Due to normal end user account activity, there may be instances where the BNA information provided is not the BNA that was applicable at the time the message was originated.

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### 7.4 BILLING NAME AND ADDRESS SERVICE, (Cont'd)

- 7.4.2 Obligations of the Customer
  - A) With each order for BNA service, the customer shall identify the authorized individual and address to receive the BNA information.
  - B) A customer which orders BNA service on a mechanized basis and which intends to submit tapes of record messages for processing must provide the company with an acceptable test tape or transmission which includes all call types for which BNA information may be requested.
  - C) The customer shall institute adequate internal procedures to insure that BNA information, including that related to non-published and non-listed telephone numbers, is used only for the purpose set forth in this Tariff and that BNA information is available only to those customer personnel or agents with a need to know the information. The customer must handle all billing name and address information designated as confidential by the company in accordance with the company's procedures concerning confidential information. The customer a statement of its procedures concerning confidential information.
  - D) The customer shall not publicize or represent to others that the company jointly participates with the customer in the development of the customer's end user records, accounts, databases or market data, records, files and databases or other systems it assembles through the use of BNA service.
  - E) When the customer orders BNA service for both interstate and intrastate messages, the projected intrastate percentage of use must be provided in a whole number to the company. The company will designate the number obtained by subtracting the projected intrastate percentage from 100 (100 - projected intrastate percentage = interstate percentage) as the projected interstate percentage.

This whole number percentage will be used by the company to apportion the rates and nonrecurring charges between interstate and intrastate in those circumstances where the recorded message detail is not sufficient to permit the company to determine the appropriate jurisdiction. This percentage will remain in effect until a revised report is received as set forth below.

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Issued under authority of the Public Utilities Commission of Ohio, Dated in Case No.

## 7.4 BILLING NAME AND ADDRESS SERVICE, (Cont'd)

- 7.4.2 Obligations of the Customer, (cont'd)
  - E) (cont'd)

Effective on the first of January, April, July, and October of each year the customer may update the jurisdictional report. 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 intrastate percentage of use for the past three months ending the last day of December, March, June, and September, respectively. Except 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). No prorating or backbilling will be done based on the report. If the customer does not supply the report, the company will assume the percentages to be the same as those 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 percentages to be the same as those provided in the order for service.

F) The company shall use reasonable efforts to provide accurate and complete lists. The company makes no warranties, expressed or implied, as to the accuracy or completeness of these lists.

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Effective Date:

Issued under authority of the Public Utilities Commission of Ohio, Dated in Case No.

#### 7.4 BILLING NAME AND ADDRESS SERVICE, (Cont'd)

#### 7.4.3 Rate Regulations

- A) Service Establishment Charges apply for the initial establishment of BNA service on a manual basis, for the initial establishment of BNA service on a mechanized basis and for establishment of a master BNA list for a customer.
- B) A charge applies for each request for BNA information for a telephone number or DTN number on a manual basis. A charge applies for each message processed to supply BNA information on a mechanized basis.

The company will keep a count of the requests and of the messages processed. The company will bill the customer in accordance with these counts whether or not the company was able to provide BNA information for all request and messages.

C) Where the recorded message detail is sufficient to determine a message is an intrastate message, the rates set forth in the rate schedule following will apply to each such message.

Usage for which the recorded message detail is insufficient to determine jurisdiction will be prorated by the company between interstate and intrastate.

The percentages provided in the reports as set forth in 7.4.2(E) preceding will serve as the basis for prorating the charges. The intrastate charges are determined as follows: For usage sensitive (i.e., requests or messages processed) chargeable rate elements, multiply the intrastate percent times actual use times the stated Tariff rate.

D) When a customer cancels an order for BNA service after the order date, the service establishment charge applies.

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## CONTENTS

### SECTION 8 – PRESUBSCRIPTION SERVICE

PAGE

8.1	GENERAL			

Issue Date:

Effective Date: Issued under authority of the Public Utilities Commission of Ohio, Dated in Case No.

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#### SECTION 8-PRESUBSCRIPTION SERVICE

#### 8.1 General

Presubscription is a process whereby an end user or location provider may select and designate to the Company the primary toll carrier(s) they wish to access on a direct dialed basis (without dialing an access code) for calls leaving the local service area of the Company. The list of toll providers providing intrastate toll service(s) to the Company's serving area is made available to the end user or location provider in the Company's service guide.

Should a caller wish to use the services of a toll provider other than the designated toll provider on the line, it will be necessary for the caller to dial the appropriate toll provider access code.

#### 8.2 Provisions

### A) Charge Applications

End Users or location providers placing orders for service will be asked to designate a primary toll provider at the time they place an order with the Company for Exchange Service. This selection is made free of charge.

The non-recurring charge for a primary toll provider change is billed to the end user subscribed to the Exchange Service. However, a toll provider may, at its option, elect to pay the non-recurring charge on behalf of the end user.

### B) Dispute Application for Presubscription

If the end user or location provider disputes a toll provider change, the Company will investigate the origin of the change and shall restore the end user or location provider to their previous toll provider. If the change was due to Company error, the end user or location provider will be returned to their previous primary toll provider free of charge. If the change was submitted by a toll provider, and the toll provider is unable to produce the signed end user or location provider Letter of Authorization (LOA), the nonrecurring charges will be assessed to the unauthorized toll provider.

If there is a conflict between an end user, a location provider or their respective agent, on one hand, and a toll provider on the other hand, over the designation of the primary toll provider, the Company will honor the designation selected by the end user or location provider or their respective agent, regardless of any contractual obligations the end user, location provider or agent may have with one (1) or more toll providers.

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#### SECTION 8-PRESUBSCRIPTION SERVICE, (Cont'd)

## 8.2 Provisions, (Cont'd)

B) Dispute Application for Presubscription, (cont'd)

If there is a conflict between an end user and/or location provider, on one hand, and their agent on the other hand, over designation of the primary toll provider, the Company will honor the designation selected by the end user and/or location provider, regardless of any contractual obligations the end user and/or location provider may have with one (1) or more toll providers or agents.

C) Cancellation of Toll Provider Participation for Presubscription

If a toll provider elects to discontinue all of its FGD service in the end office, the toll provider is obligated to do the following:

- Notify the Company of the cancellation of their FGD service, and;

- Contact all end users or location providers that are presubscribed to the canceling toll provider as their primary toll provider. Inform these end users or location providers of cancellation and request the end users or location providers to contact the Company to select a new primary toll provider.

The Company will bill the canceling toll provider the service order charge for each end user and location provider the canceling toll provider has currently presubscribed to them.

Such charge will not apply to a canceling toll provider where the canceling toll provider transfers or assigns its FGD services and the associated carrier access code to another toll provider in such a manner that the Company does not change end user or location provider toll provider designations or if another toll provider elects to pay the toll provider change charge on behalf of the canceling toll provider. The charge will apply if a mass conversion of access codes is requested by the Customer which causes the Company to change end user or location provider toll provider designations.

Issue Date:

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#### SECTION 8-PRESUBSCRIPTION SERVICE, (Cont'd)

## 8.2 Provisions, (Cont'd)

D) Verification of Orders for Long Distance Telemarketing

No toll provider shall submit to the Company a primary toll provider change order generated by telemarketing unless and until the order has first been confirmed in accordance with one (1) of the following procedures:

- 1. The toll provider obtains the billed party's written authorization to submit the primary toll provider change order and confirms:
  - The billed party's billing name and address and each telephone number to be covered by the change order;
  - The billed party's decision to change primary toll providers; and
  - The billed party's understanding of the change fee; or
- 2. The toll provider obtains the billed party's electronic authorization to submit the change order. The billed party will place a call, from the telephone number(s) on which the toll provider designation is to be changed, to a toll free telephone number that is dedicated to the toll providers verification process. The verification number will connect the billed party to a voice response unit that records the originating ANI and the required information described in (1) preceding; or
- 3. An appropriately qualified and independent third party, operating in a location physically separate from the telemarketing representative, obtains the billed party's oral authorization to submit the change order. This authorization must confirm the order and include appropriate verification data (e.g., the billed party's date of birth or social security number).

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### SECTION 9 - PRICE LIST

## 9.1 Common Line Access Service

9.1.1 Carrier Common Line Access Service

- Originating Per Access Minute, MRC	\$ 0.000000
- Terminating Per Access Minute, MRC	\$ 0.000000

## 9.2 Switched Access Service

- 9.2.1 Nonrecurring Charges
  - A. Switched Local Channel

Two-Wire (VG), Non Recurring	\$ 275.00
Four-Wire (VG), Non Recurring	\$ 275.00
DS1 Service, Non Recurring	\$ 360.00

End Office Based Private Network, Per Switched Local Channel

B. <u>Trunk Activation</u>

24 Trunks Activated or Fraction thereof, on a Per Order Basis \$ Reserved for Future Use

Issue Date: October 15, 2003

Effective Date:

Issued under authority of the Public Utilities Commission of Ohio, Dated in Case No.

## 9. RATES AND CHARGES, (Cont'd)

## 9.2 Switched Access Service, (cont'd)

9.2.2 Local Transport / Premium Access

Entrance Facility, Per Termination

High Capacity DS1,	Monthly 1 <sup>st</sup> Non-Recurring Additional Non-Recurring	\$ 227.00 \$1010.00 \$ 950.00	
Multiplexing			
DS1 to Voice/Data, Per Access Per Arrangement, NR Per Arrangement, MR	\$ 0.00021 \$ 0.00 \$ 275.00		
Tandem Switched Transport			
Tandem Switched Facility Per Access Minute Pe	r Mile	\$ 0.000044	
Tandem Switched Termination Per Access Minute Pe		\$ 0.000244	
Tandem Switching Per Access Minute Pe	r Tandem	\$ 0.001033	

Issue Date: October 15, 2003

Effective Date:

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## 9. RATES AND CHARGES, (Cont'd)

9.2 <u>Switched Access Service</u>, (cont'd)

9.2.2	2 Local Transport / Premium Access, (cont'd)	
	Transport Interconnection Charge	\$ 0.0000
	Common Transport Access Order Charge	\$ 60.00
	Trunk Charge 1 <sup>st</sup> Non-Recurring Trunk Charge Additional Non-Recurring	\$ 115.00 \$ 40.00
	Common Transport Multiplexing Per Minute	\$ 0.000042
	Common Trunk Port Per Minute	\$ 0.000359

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## 9. RATES AND CHARGES, (Cont'd)

## 9.2 Switched Access Service, (cont'd)

9.2.4 800 Series Data Base Access Service Queries

	800 Query Charge		\$0.002294
	Additional Functions 800 Routing Options Charge POTS Translation Charge	\$ 0.0	00207, per query using options ICB
9.2.5.	Network Blocking Charge		
	Per Call Blocked		\$ 0.001088
9.2.6	End Office		
	Originating Local Switching, p Terminating Local Switching,		\$ 0.005820 \$ 0.005820
	Direct Transport Per DS1 Dedicated Transport Ter	mination Monthly 1 <sup>st</sup> Non-Recurring Additional Non-Recur	\$ 81.00 \$ 310.00 ring \$ 250.00
	Dedicated Transport Fac	ility Per Mile	\$ 25.00
	Dedicated Tandem Port	•	\$ 133.80
	Dedicated Trunk Port Pe	er Port	\$ 120.25

Issue Date: October 15, 2003

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## 9. <u>RATES AND CHARGES</u>, (Cont'd)

- 9.2 Switched Access Service, (cont'd)
  - 9.2.6 End Office(cont'd)

	Host/Remote Transport- Termination, per minute Host/Remote Transport- Facility, per minute, per mile	\$ 0.000699 \$ 0.000040
	Host/Remote Transport- Multiplexing, per minute	\$ 0.000000
	Host/Remote Trunk Port, per minute	\$ 0.000369
<b>9.2</b> .7	Operator Transfer Service	
	Per Call Transferred	\$ 0.210000
Smaaia	1 Annual Service	

9.3 Special Access Service

**RESERVED FOR FUTURE USE** 

Issue Date: October 15, 2003

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SECTION 9 – PRICE LIST, (Cont'd)

9.3 <u>Special Access Service</u>, (Cont'd) RESERVED FOR FUTURE USE

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SECTION 9 - PRICE LIST, (Cont'd)

9.3 <u>Special Access Service</u>, (Cont'd) RESERVED FOR FUTURE USE

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## SECTION 9 - PRICE LIST, (Cont'd)

#### RATES AND CHARGES, (Cont'd) 9.

#### 9.4 Other Services

9.4.1 Access Ordering

Per Order

A. Access Order Charge \$ 500.00 Switched Access - Per Order Β. Service Date Change Charge Service Date Change Charge will apply, on a per order per occurrence basis, for each service date changed. The Access Order Charge as specified in 10.3.1(A) preceding does not apply. Per Order \$ 26.50 Service Date Change - Additional Dispatch Charge, Per Occurrence \$ 200.00 Design Change Charge C. The Design Change Charge will apply on a per order per occurrence basis, for each order requiring design change. \$ 58.00

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## 9. RATES AND CHARGES, (Cont'd)

9.4.3

## 9.4 <u>Other Services</u>, (cont'd)

## 9.4.2 Additional Engineering

	Additional Engineering Periods	First Half Hour or Fraction <u>Thereof</u>	Each Addt'l. Half Hour or Fraction Thereof
А.	Basic Time per engineer normally scheduled working hours	\$ 49.91	\$ 44.69
B.	Overtime per engineer outside of normally scheduled working hours	\$ 76.70	\$ 50.75

These additional engineering charges are applicable for the following:

For additional technical information after the Company has already provided the technical information normally included on the Design Layout Report.

Additional Labor	First Half Hour or	Each Addt'. Half Hour or Fraction
Additional Labor Periods	Fraction Thereof	Thereof
A. Installation or Repair		
Overtime, outside of normally scheduled working hours on a scheduled work day, per technician	\$ 30.06	\$ 26.62
Premium Time, outside of scheduled work day, per technician	\$ 31.46	\$ 31.46

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## SECTION 9 - PRICE LIST, (Cont'd)

#### 9. RATES AND CHARGES, (Cont'd)

#### 9.4 Other Services, (cont'd)

## 9.4.3 Additional Labor, (cont'd)

## Additional Labor Periods

B.	<u>Stand by</u> Basic Time,	First Half Hour Or Fraction Thereof	Each Addt'l. Half Hour or Fraction Thereof
	normally scheduled working hours, per technician	none	\$ 23.67
	Overtime, outside of normally scheduled working hours on a scheduled work day,		
	per technician	none	\$ 27.05
	Premium Time, outside of scheduled work day, per technician	none	\$ 31.29
	per technician	none	J J1.29
C.	Testing and Maintenance with other Telephone Companies, or Other Labor	-	
	Time per technician Ily scheduled working hours	\$ 23.94	\$ 22.68
outsid	ime per technician e of normally scheduled ng hours on a scheduled day	\$ 26.62	\$ 26.62
	um Time per technician e of scheduled work day	\$ 31.46	\$ 31.46

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### SECTION 9 – PRICE LIST, (Cont'd)

### 9. <u>RATES AND CHARGES</u>, (Cont'd)

9.4 Other Services, (cont'd)

9.4.3 Additional Labor, (cont'd)

D. Maintenance of Service

When a Customer reports a trouble to the Company for clearance and no trouble is found in the Company's facilities, the Customer shall be responsible for payment of a deregulated Maintenance of Service charge for the period of time from when the Company personnel are dispatched to the Customer's premises to when the work is completed. Failure of Company personnel to find trouble in Company facilities will result in no charge if the trouble is actually in those facilities, but not discovered at that time.

The Customer shall be responsible for payment of a deregulated Maintenance of Service charge when the Company dispatches personnel to the Customer's premises, and the trouble is in equipment, inside wire, or communications systems provided by other than the Company or in detariffed CPE or inside wire provided by the Company. No credit allowance will be applicable for the interruption involved if the Maintenance of Service charge applies.

The charges for Maintenance of Service are deregulated.

#### SECTION 9 – PRICE LIST, (Cont'd)

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## 9. RATES AND CHARGES, (Cont'd)

- 9.4 Other Services, (cont'd)
  - 9.4.4 Miscellaneous Services

## A. Additional Cooperative Acceptance Testing - Switched Access

	First Half Hour Or Fraction Thereof	Each Addt'l. Half Hour or Fraction <u>Thereof</u>
Basic Time, normally scheduled working hours	\$ 40,92	\$ 22.60
Overtime, outside normally scheduled working hours on a scheduled work day	\$ 41.28	\$ 25.99
Premium Time, outside scheduled work day	\$ 46.34	\$ 29.57

## B. <u>Cooperative Scheduled Testing</u>

To First Point of Switching, MRC	
Gain Slope Test, Per Circuit	\$ 1.09
C-Notched Noise Test	\$ 0.62
1004 Hz Loss	\$ 1.64
C-Message Noise	\$ 1.03
Balance (Return Loss), Per Circuit	\$ 0.57

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#### SECTION 9 - PRICE LIST, (Cont'd)

## 9. <u>RATES AND CHARGES</u>, (Cont'd)

9.4 Other Services, (cont'd)

- 9.4.4 Miscellaneous Services, (cont'd)
  - C. Manual Scheduled Testing

To First Point of Switching, MRC

Gain Slope Test, Per Circuit	\$ 2.73
C-Notched Noise Test	\$ 1.68
1004 Hz Loss	\$ 1.82
C-Message Noise	\$ 1.47
Balance (Return Loss), Per Circuit	\$ 1.37
D. <u>Nonscheduled Testing</u>	
(1) Automatic Testing, To First Point of Switching, MRC	
Gain Slope Test, Per Circuit	
C-Notched Noise Test	\$ 13.56
1004 Hz Loss	\$ 13.93
C-Message Noise	\$ 13.56
Balance (Return Loss), Per Circuit	\$ 14.30

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## SECTION 9 - PRICE LIST, (Cont'd)

#### 9. RATES AND CHARGES, (Cont'd)

9.4 Other Services, (cont'd)

- 9.4.4 Miscellaneous Services, (cont'd)
  - D. Nonscheduled Testing (cont'd)
- (2) Cooperative Testing, Testing Periods

(2) Cooperative resting, resting rendus	First Half Hour Or Fraction	Each Addt'l. Half Hour or
Fraction	Thereof	Thereof
Basic Time, normally scheduled working hours	\$ 40.92	\$ 22.60
Overtime, outside normally scheduled working hours on a scheduled work day	<b>\$ 4</b> 1. <b>2</b> 8	\$ 25.99
Premium Time, outside scheduled work day	\$ 46.34	\$ 29.57

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## SECTION 9 - PRICE LIST, (Cont'd)

## 9. <u>RATES AND CHARGES</u>, (Cont'd)

9.4 Other Services, (cont'd)

- 9.4.4 Miscellaneous Services, (cont'd)
  - E. <u>Nonscheduled Testing</u>, (cont'd)
- (3) Manual Testing

TT - 1	¢	First Half Hour	Each Addt'l.
Hal	_	Or Fraction	Hour or
FTA	ction	Thereof	Thereof
Basic Time, normal	ly scheduled working hours	\$ 40.92	\$ 22.60
Overtime, outside n on a scheduled worl	ormally scheduled working hours c day	\$ 41.28	\$ 25.99
Premium Time, out	side scheduled work day	<b>\$ 4</b> 6.34	\$ 29.57
F.	Originating Line Screening (O Per Query, NRC	LS) \$ reserved for	or future use
G.	Blocking Service Per Call Blocked, NRC		\$ 0.001008
H.	Billing Name and Address Ser	vice	
	Up To and Including 75 BNA BNA, Per Request in Excess o	Requests, MRC f 75 Per Month	\$ 37.50 \$ 0.446010
	Magnetic Tape U.S. Mail Overnight Delivery Customer Arranged Delivery		\$ 24.81 \$ 31.50 \$ 19.00

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## SECTION 9 - PRICE LIST, (Cont'd)

- 9. <u>RATES AND CHARGES</u> (Cont'd)
  - 9.4 Other Services, (cont'd)
    - 9.4.4 Miscellaneous Services, (cont'd)

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SECTION 9 - PRICE LIST, (Cont'd)

## 9. RATES AND CHARGES, (Cont'd)

9.4 Other Services, (cont'd)

<u>Rate</u> ICB

## 9.4.5 Specialized Service or Arrangements

Specialized Service or Arrangements are provided on an individual case basis.

Issue Date:

Effective Date: Issued under authority of the Public Utilities Commission of Ohio, Dated in Case No.

## REGULATIONS AND SCHEDULE OF CHARGES APPLYING TO MESSAGE TOLL AND OPERATOR SERVICES WITHIN THE STATE OF OHIO BY

## DIGITAL CONNECTIONS, INC. D/B/A DIGITAL CONNECTIONS OF OHIO, INC.

This Tariff applies to the intrastate access Services furnished by Digital Connections, Inc. d/b/a Digital Connections of Ohio, Inc. ("Carrier") between one or more points in the State of Ohio. This Tariff is on file with the Public Utilities Commission of Ohio and copies may be inspected during normal business hours at Carriers principal place of business.

Issue Date:

Effective Date: Issued under authority of the Public Utilities Commission of Ohio, Dated in Case No.

#### MESSAGE TOLL SERVICES TARIFF

#### CHECK SHEET

The title page and pages 1 through 39 inclusive of this Tariff are effective as of the dates shown. Original and revised pages, as named below, comprise all changes from the original Tariff in effect on the date indicated.

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4.2	Rate Schedules

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## MESSAGE TOLL SERVICES TARIFF

#### CONCURRING CARRIERS

None

#### CONNECTING CARRIERS

None

## **OTHER PARTICIPATING CARRIERS**

None

#### REGISTERED SERVICE MARKS

REGISTERED TRADEMARKS

None

None

#### **EXPLANATION OF SYMBOLS**

- (C) To signify changed regulation
- (D) To signify discontinued rate of regulation
- (I) To signify increase
- (M) To signify matter relocated without change
- (N) To signify new rate or regulation
- (R) To signify reduction
- (S) To signify reissued matter
- (T) To signify a change in text but no change in rate or regulation
- (Z) To signify a correction

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#### MESSAGE TOLL SERVICES TARIFF

#### 1. <u>GENERAL</u>

- 1.1 <u>Application of Tariff</u>
  - 1.1.A This Tariff contains the regulations and rates applicable to the provision of MESSAGE TOLL SERVICES TARIFF, hereinafter referred to as "Service", by CLEC Name, hereafter referred to as the "Company", from its points of presence in the State of Louisiana to domestic points, as specified herein. Service is furnished subject to the availability of facilities and subject to transmission, atmospheric and like conditions.
  - 1.1.B The provision of such Service by the Company as set forth in this Tariff does not constitute a joint undertaking with the Customer for the furnishing of any Service.
- 1.2 Definitions

Certain terms used throughout this Tariff are defined as follows:

1.2.A Access Code

A sequence of numbers that, when dialed, connect the caller to the provider of operator services associated with that sequence.

#### 1.2.B Aggregator

Any person that, in the ordinary course of its operations, makes telephones available to the public or to transient users of its premises, for Intrastate telephone calls using a provider of operator services.

1.2.C Application for Service

A standard order form including all pertinent billing, technical, and other descriptive information enabling the Company to provision the Service requested.

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#### MESSAGE TOLL SERVICES TARIFF

#### 1. <u>GENERAL</u>

- 1.2 <u>Definitions</u> (Cont'd)
  - 1.2.D Authorization Code

A numerical code, one or more of which may be assigned to a Customer to enable the Company to identify the origin of the user or individual users or groups of users on one account so that the Company may rate and bill the call.

#### 1.2.E Commission

The Louisiana Public Service Commission.

1.2.F Common Carrier

A company or entity providing telecommunications services to the public.

1.2.G Company

CLEC Name, unless the context indicates otherwise.

#### 1.2.H Consumer

A person initiating any Intrastate telephone call.

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## MESSAGE TOLL SERVICES TARIFF

#### 1. <u>GENERAL</u>

- 1.2 <u>Definitions</u> (Cont'd)
  - 1.2.I <u>Customer</u>

Any individual, partnership, association, trust, corporation, cooperative, governmental agency or other entity utilizing the Services provided by the Company on a subscription basis. A Customer, as set forth herein, is responsible for the payment of charges and for compliance with all applicable terms of the Company's Tariff.

#### 1.2.J Customer Provided Equipment

Terminal Equipment or facilities provided by persons other than the Company and connected to the Company's Services and/or facilities.

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## MESSAGE TOLL SERVICES TARIFF

### 1. GENERAL

- 1.2 Definitions (Cont'd)
  - 1.2.K Dialed Access

An arrangement whereby a Customer uses the public switched network facilities of a local exchange telephone company to access the terminal of the Company.

1.2.L Domestic Message Telecommunications Service (MTS)

The term "Domestic Message Telecommunications Service" denotes the furnishing of station-to-station direct dial Intrastate switched network services to the Customer for the completion of long distance voice and dial up low speed data transmissions over voice grade channel from the Company's Points of Presence to domestic points as specified herein.

1.2.M Equal Access

Has the meaning given that term in Appendix B of the Modification of Final Judgment entered August 24, 1982, in United States v. Western Electric, Civil Action No. 82-0192 (United States District Court, District of Columbia), as amended by the Court in its orders issued prior to October 17, 1990.

1.2.N Equal Access Code

An access code that allows the public to obtain an Equal Access connection to the carrier associated with that code.

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#### MESSAGE TOLL SERVICES TARIFF

#### 1. <u>GENERAL</u>

- 1.2 Definitions (Cont'd)
  - 1.2.0 Local Exchange Carrier (LEC)

A Telephone Company which furnishes local exchange services.

1.2.P Measured Usage Charge or Measured Charge

A charge assessed on a per-minute basis in calculating all or a portion of the charges due for a completed call over the Company's facilities.

1.2.Q Other Common Carrier

The term "Other Common Carrier" denotes a common carrier, other than the Company, providing domestic or international communications service to the public.

1.2.R Premises

The space designated by a Customer as its place or places of business for provision of Service or for its own communications needs.

1.2.S Service

The offerings provided by the Company to the Customer under this Tariff.

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## MESSAGE TOLL SERVICES TARIFF

## 1. GENERAL

- 1.2 <u>Definitions</u> (Cont'd)
  - 1.2.T Subscriber

An Aggregator that selects the Company as the presubscribed provider of operator services for one or more locations within that Aggregator's control.

#### 1.2.U Subscriber Surcharge

A surcharge imposed by the Subscriber, to be paid by the consumer, for the use of Subscriber's telephone instruments, and other facilities in obtaining access to the Company's services.

#### 1.2.V Telecommunications

The transmission of voice communications or, subject to the transmission capabilities of the service, the transmission of data, facsimile, signaling, metering, or any other form of intelligence.

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#### MESSAGE TOLL SERVICES TARIFF

#### 2. RULES AND REGULATIONS

## 2.1 Undertaking of the Company

2.1.A Scope

The Company is a carrier providing Intrastate domestic communications services to Customers for their direct transmission of voice, data and other types of telecommunications within the United States as described in this Tariff.

## 2.1.B Limitations

- 1. The Service provided pursuant to this Tariff is offered subject to the availability of facilities and the other provisions of this Tariff.
- 2. The Company does not undertake to transmit communications or messages, but rather furnishes facilities, Service and equipment for such transmissions by the Customer.
- 3. The Company retains the right to deny Service to any Customer failing to comply with the rules and regulations of this Tariff, or other applicable rules, regulations or laws.

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#### MESSAGE TOLL SERVICES TARIFF

## 2. RULES AND REGULATIONS

- 2.2 Obligations of the Customer
  - 2.2.A All Customers assume general responsibilities in connection with the provision and use of the Company's Service. General responsibilities are described in this section. When facilities, equipment, and/or communication systems provided by others are connected to the Company's facilities, the Customer assumes the additional responsibilities as set forth in Section 2.2, herein.
  - 2.2.B The Customer is responsible for the payment of all charges for any and all Services or facilities provided by the Company to the Customer.
  - 2.2.C Subject to availability, the Customer may use specific codes to identify the users groups on its account and to allocate the cost of its service accordingly. The numerical composition of such codes shall be set forth by the Company to assure compatibility with the Company's accounting and automation systems and to avoid duplication of such specific codes.
  - 2.2.D The Company reserves the right to discontinue the use of any code provided to the Customer and to substitute another code for such Customer's use.
  - 2.2.E The Customer shall indemnify and save harmless the Company from and against all loss, liability, damage and expense, including reasonable counsel fees, due to claims for libel, slander, or infringement of copyright or trademark in connection with any material transmitted by the Customer using the Company's Services; and any other claim resulting from any act or omission of the Customer to the use of the Company's facilities.

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### MESSAGE TOLL SERVICES TARIFF

#### 2. RULES AND REGULATIONS

#### 2.2 <u>Obligations of the Customer</u> (Cont'd)

- 2.2.F Nothing contained herein, or in any other provision of this Tariff, or in any marketing materials issued by the Company shall give any Customer or person any ownership interest or proprietary right in any particular code issued by Company; provided, however, that a Customer that continues to subscribe to Company's Services will be provided a replacement code in the event such Customer's initial code is canceled.
- 2.2.G The Customer shall reimburse the Company for damages to the Company's facilities caused by any negligence or willful act or acts on the part of the Customer.
- 2.2.H The Customer shall pay and hold the Company harmless from the payment of all charges for service ordered by the Customer from the Local Exchange Carriers or other entities for telecommunications services and/or facilities connecting the Customer and the Company.
- 2.2.I In the event a suit is brought by the Company, or an attorney is retained by the Company to collect any bill or enforce the terms of this Tariff against a Customer, that Customer shall be responsible for payment of all reasonable attorney's fees, court costs, costs of investigation and any and all other related costs and expenses incurred by the Company in connection therewith.

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#### MESSAGE TOLL SERVICES TARIFF

#### 2. <u>RULES AND REGULATIONS</u>

- 2.2 Obligations of the Customer (Cont'd)
  - 2.2.J The Customer understands that the Services are furnished subject to the condition that there will be no abuse, fraudulent and/or illegal use thereof. Such activity includes, but is not limited to:
    - 2.2.J.1 Using the Service for any purpose in violation of any law.
    - 2.2.J.2 Obtaining or attempting to obtain services through any scheme, false representation and/or use of any fraudulent means or devices whatsoever with the intent to avoid payment, in whole or in part, of charges for Services, or assisting any other person or firm in such regard.
    - 2.2.J.3 Attempting to, or actually obtaining, accessing, altering, or interfering with the communications and/or information by rearranging, tampering with or making any connection with any facilities of the Company or assisting any other person or firm in such regard.
    - 2.2.J.4 Using the Services in a manner that interferes unreasonably with the use of Service by one or more other Customers.
    - 2.2.J.5 Using the Service to convey information deemed to be obscene, salacious, or prurient, to impersonate another person with fraudulent or malicious intent, to call another person or persons so frequently, at such times, or in such a manner as to annoy, abuse, or harass, or to convey information of a nature or in a manner that renders such conveyance unlawful.
  - 2.2.K The Customer, not the Company, shall be responsible for compliance with FCC Rules, 47 C.F.R. Part 68, and for all maintenance of such equipment and/or facilities.

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#### MESSAGE TOLL SERVICES TARIFF

#### 2. RULES AND REGULATIONS

- 2.3 Liabilities of the Company
  - 2.3.A Except as stated in this Section 2.3, the Company shall have no liability for damages of any kind arising out of or related to events, acts, rights or privileges contemplated in this Tariff.
  - 2.3.B The liability of the Company for damages resulting in whole or in part from or arising in connection with the furnishing of Service under this Tariff, including, but not limited to, mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations shall not exceed an amount equal to the charges under this Tariff applicable to the specific call (or portion thereof) that was affected. No other liability shall attach to the Company.
  - 2.3.C The Company shall not be liable for any failure of performance hereunder due to causes beyond its control, including, but not limited to: (1) acts of God, fires, flood or other catastrophes; (2) any law, order, regulation, directive, action or request of the United States Government, or any other government, including state and local governments having jurisdiction over the Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of said governments, or of any civil or military authority; or (3) national emergencies, insurrections, riots, wars or other labor difficulties.
  - 2.3.D The Company shall not be liable for any act or omission of any other entity furnishing facilities, equipment, or services used by a Customer, with the Company's Services. In addition, the Company shall not be liable for any damages or losses due to the failure or negligence of any Customer or due to the failure of Customer Provided Equipment, facilities or services.

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## MESSAGE TOLL SERVICES TARIFF

## 2. RULES AND REGULATIONS

## 2.4 Service Orders

The Customer must place an Application for Service with the Company to initiate, cancel or change the Services provided pursuant to this Tariff. All Applications for Services must be in writing and provide, at a minimum, the following information:

- 2.4.A Customer's name(s), telephone number(s) and address(es). In the case of a corporation or partnership, a designated officer or agent shall be named as the contact person for such corporation or partnership.
- 2.4.B Name(s), address(es) and telephone number(s) of person(s) to whom notices from the Company to the Customer shall be addressed, if different from (A) above.
- 2.4.C The amount of toll service usage the Customer was billed for the two (2) months immediately preceding the request for Service if such information is applicable and available.

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#### MESSAGE TOLL SERVICES TARIFF

#### 2. <u>RULES AND REGULATIONS</u>

- 2.5 Charges and Payments for Service or Facilities
  - 2.5.A Deposits
    - 2.5.A.1 The Company may, in order to safeguard its interests, require a Customer to make a suitable deposit or provide a surety bond or letter of credit in the amount of the required deposit as a guarantee of the payment of charges. The Company shall have the right to require the Customer to make a deposit prior to or at any time after provision of any Service, not to exceed one (1) month estimated charges. The Company may increase the amount of the deposit to reflect increases to the Customer's annual bill. The Customer will receive a receipt for the deposit.
    - 2.5.A.2 Any deposit as referred to in this Section shall be held by the Company to secure the payment of the Customer's bill. At the Company's option, the deposit may be refunded or credited to the Customer at any time prior to the termination of Service.
    - 2.5.A.3 Interest will be paid by the Company on all sums held on deposit at the rate established annually by the Louisiana Public Service Commission, respectively, for customer deposits. The interest will be accrued for the period during which the deposit is held by the Company.
    - 2.5.A.4 The fact that a deposit is made does not relieve the Customer from making advance payments or from complying with the Company's regulations for the payment of bills in accordance with the terms herein. Furthermore it does not constitute a waiver or modification of the regulations of the Company providing for the discontinuance of Service for nonpayment of any sums due the Company for Service rendered.
    - 2.5.A.5 Upon termination of Service, and assuming deposits of the Customer are not applied as indicated in Section 2.5.A.2, the deposit will be credited to the Customer's account and any credit balance will be refunded after all amounts due the Company have been paid.

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## MESSAGE TOLL SERVICES TARIFF

## 2. RULES AND REGULATIONS

- 2.5 <u>Charges and Payments for Service or Facilities</u> (Cont'd)
  - 2.5.B Description of Payment and Billing Periods
    - 2.5.B.1 Service is provided and billed on a monthly basis. Service continues to be provided and billed on a monthly basis until canceled by the Customer through notice given to the Company.
    - 2.5.B.2 When billing functions are performed by a Local Exchange Carrier (LEC), commercial credit card company or others, the payment conditions and requirements of such LECs apply, including any applicable interest.
    - 2.5.B.3 In the event a Local Exchange Carrier, commercial credit card company or others ceases efforts to collect any amounts associated with the Company's charges, the Company may bill the Customer or the called party directly, and may utilize its own billing and collection procedures. These procedures shall be consistent with all applicable statutes, rules and regulations.

### 2.5.C Taxes, Gross Revenue, Gross Income, and Gross Earnings Surcharges

- 2.5.C.1 Sales tax is covered by state statute. Any additional applicable taxes may be covered by state or federal statutes. Such taxes may be included on Customer bills in accordance with any applicable rules of the state or federal regulatory authority.
- 2.5.C.2 In addition to all recurring, non-recurring, minimum, usage, surcharges or special charges, the Customer identified in this Tariff shall also be responsible for and shall pay all applicable federal, state and local taxes or surcharges, including sales, use, excise, gross earnings, and gross income taxes. All such taxes shall be separately shown and charged on bills rendered by Company or its billing agent. Sales and use taxes shall be applied to all charges and shall also be applied to all applicable gross earnings, gross revenue and gross income taxes.

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### MESSAGE TOLL SERVICES TARIFF

## 2. RULES AND REGULATIONS

- 2.5 Charges and Payments for Service or Facilities (Cont'd)
  - 2.5.D Payment and Late Payment Charge
    - 2.5.D.1 Payment will be due as specified on the Customer bill. Commencing after that due date, a late charge of up to the highest interest rate allowable by law will be applied to all amounts past due.
    - 2.5.D.2 Collection procedures and the requirement for a deposit are unaffected by the application of a late payment charge. The late payment charge does not apply to unpaid balances associated with disputed amounts. Undisputed amounts on the same bill are subject to the late payment charge if unpaid and carried forward to the next bill.
    - 2.5.D.3 Service may be denied or discontinued at the Company's discretion for nonpayment of amounts due the Company past the due date as specified in 2.5.D.1. Restoration of Service will be subject to all applicable installation charges.

#### 2.5.E <u>Returned Check Charge</u>

In cases where the Company issues direct bills to Customers, and payment by check is returned for insufficient funds, or is otherwise not processed for payment, there will be a charge as set forth herein.

#### 2.5.F Suspension or Termination for Nonpayment

In the event of nonpayment of any bill rendered or any required deposit, the Company may, after written notice, suspend Service to the Customer.

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### MESSAGE TOLL SERVICES TARIFF

## 2. RULES AND REGULATIONS

- 2.5 Charges and Payments for Service or Facilities (Cont'd)
  - 2.5.G Credit Allowances/Service Interruptions
    - 2.5.G.1 Credit for failure of Service will be allowed only when failure is caused by or occurs in the Company's facilities or equipment owned, provided and billed for by the Company. A credit allowance is not applicable for any period during which Customer cannot utilize the Service, except for such period where the Service is interrupted by the Company for access to its facilities for the purposes of investigating and clearing troubles and/or maintenance.
    - 2.5.G.2 Credit allowances for failure of Service or equipment starts when the Customer notifies the Company of the failure and ceases when the operation has been restored and an attempt has been made to notify the Customer by the Company.
    - 2.5.G.3 The Customer shall notify the Company of Service failure or equipment failure. The Customer shall make reasonable attempts to ascertain that the failure is not caused by Customer Provided Equipment or Customer provided facilities, any act, or omission of the Customer, or in wiring or equipment connected to the Customer's terminal.
    - 2.5.G.4 Only those portions of the Service or equipment operation disabled will be credited.
    - 2.5.G.5 Any credit provided to the Customer under this Tariff shall be determined in accordance with the provisions of Section 2.5.H.

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#### MESSAGE TOLL SERVICES TARIFF

### 2. RULES AND REGULATIONS

- 2.5 <u>Charges and Payments for Service or Facilities</u> (Cont'd)
  - 2.5.H Service Interruption Measurement
    - 2.5.H.1 Credit Allowance

In the event of an interruption of Service that exceeds the minimum requirements set forth in this paragraph, the Company shall make a credit allowance at the Customer's request for a <u>pro rata</u> adjustment of all Service charges billed by the Company for those Services rendered inoperative by the interruption. The credit allowance will be computed by dividing the duration of the service interruption measured in twenty-four (24) hour days, from the time the interruption is reported to the Company, by a standard thirty (30) day month, and then multiplying the result by the Company's fixed monthly charges for each interrupted Service.

The credit allowance formula is as follows:

 $\underline{A} X B = Credit Allowance$ 720

A=Duration of service interruption measured in hours. B=Company's fixed monthly charges for each interrupted service.

A period of time less than six (6) hours shall not be credited. In no case shall the credit exceed the total monthly charges. No adjustments will be made for periods of noncontinuous interruptions, and no other liability shall attach to the Company in consideration of such interruption to Service.

### 2.5.H.2 <u>Customer Interruptions</u>

A credit allowance will not be given for interruptions caused by the negligence or willful act of the Customer, or interruptions caused by failure of equipment or service not provided by the Company.

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### MESSAGE TOLL SERVICES TARIFF

#### 2. RULES AND REGULATIONS

- 2.6 Termination or Denial of Service by the Company
  - 2.6.A The Company may, immediately and without notice to the Customer, and without liability of any nature, temporarily deny, terminate, or suspend Service to any Customer:
    - 2.6.A.1 In the event such Customer or its agent: (a) willfully damages Company equipment and/or interferes with use of Company Service by other Customers; (b) unreasonably places capacity demands upon the Company's facilities or Service; (c) violates any statute or provision of law, any rule or regulation of any state or federal regulatory agency relating to communications; (d) otherwise fails to comply with the provisions of this Tariff or applicable law; or
    - 2.6.A.2 In the event a Customer becomes insolvent, is the subject of any formal legal proceeding commenced in a court involving a voluntary or involuntary petition or proceeding in bankruptcy, seeks protection or relief from creditors in a formal legal proceeding after a filing for such relief, or executes an assignment for the benefit of creditors; or
    - 2.6.A.3 In the event that the Company determines that any Service is being used fraudulently or illegally, whether by a Customer or its agent.

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#### MESSAGE TOLL SERVICES TARIFF

#### 2. RULES AND REGULATIONS

## 2.7 Special Services

#### 2.7.A General

For the purpose of this Tariff, Special Services are deemed to be any Service requested by the Customer and provided by the Company for which there is no prescribed rate in this Tariff. Special Services charges will be developed on an individual case basis (ICB) and may be established by contract between the Company and the Customer. Such contract or ICB rates will be filed with the Commission for its approval if required by applicable rules and regulations.

## 2.7.B When Applicable

Special Services rates apply in the following circumstances:

with the Company's Service;

2.7.B.1 If at the request of the Customer, the Company obtains facilities not normally used by the Company to provide Service to its Customer;
2.7.B.2 If at the request of the Customer, the Company provides technical assistance not normally required;
2.7.B.3 Where special signaling, conditioning, equipment, or other features are required to make Customer Provided Equipment compatible

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#### MESSAGE TOLL SERVICES TARIFF

#### 2. <u>RULES AND REGULATIONS</u>

- 2.7 <u>Special Services</u> (Cont'd)
  - 2.7.B When Applicable(Cont'd)
    - 2.7.B.4 When, at the specific request of the Customer, installation by the Company or its agent and/or routine maintenance is performed outside of the regular business hours.
    - 2.7.B.5 If installation and/or routine maintenance is extended beyond normal business hours at the request of the Customer and these circumstances are not the fault of the Company, Special Service charges may apply. Such circumstances include, but are not limited to, stand-by in excess of one hour, weekend, holiday or night time cut-over, and additional installation testing in excess of the normal testing required to provide Service.

## 2.7.C Cancellation

If a Customer orders Service requiring special facilities dedicated to the Customer's use and then cancels its order prior to the Service start date, before completion of any minimum Service periods associated with such special facilities ordered by the Company or before completion of some other period mutually agreed upon by the Customer and the Company, a charge will be made to the Customer for the nonrecoverable portions of expenditures or liabilities incurred expressly on behalf of the Customer by the Company and not fully reimbursed by installation and monthly charges. If, based on such an order, any construction has either begun or been completed, but no such Service provided, the nonrecoverable cost of such construction shall be borne by the Customer.

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#### MESSAGE TOLL SERVICES TARIFF

#### 2. RULES AND REGULATIONS

#### 2.8 Special Pricing Arrangements

Customized Service packages and competitive pricing arrangements at negotiated rates may be furnished on a case-by-case basis in response to Customer request for such proposals or for competitive bids. Special Pricing Arrangements offered under this Tariff will be provided to the Customer pursuant to contract. Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of the Tariff. Specialized rates or charges will be made available to similarly situated Customers on a non-discriminatory basis. Such contracts will be filed with the Commission for approval if required by applicable rule or regulation.

#### 2.9 Special Construction

All rates and charges quoted in this Tariff provide for the furnishing of a Service when suitable facilities are available or where the construction of the necessary facilities does not involve unusual costs. When the revenue to be derived from the Service does not warrant the Company assuming the unusual costs of providing the necessary construction, the Customer may be required to pay all or a portion of such costs and to contract for the Service for a sufficient period to warrant the construction, depending upon the circumstances in each case. The Company's charges for such special construction shall follow the same guidelines for establishing charges for Special Services as described in Section 2.8 of this Tariff.

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## MESSAGE TOLL SERVICES TARIFF

## 2. RULES AND REGULATIONS

#### 2.10 Inspection, Testing and Adjustment

- 2.10.A The Company may, upon reasonable notice, make such tests and inspections as may be necessary to investigate the installation, operation or maintenance of the Customer's or the Company's equipment or connecting facilities. The Company may interrupt Service at any time, without penalty or liability to itself, where necessary to prevent improper use of Service, equipment, facilities, or connections.
- 2.10.B Upon reasonable notice, the facilities and equipment provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary for its maintenance in a condition satisfactory to the Company. No interruption allowance will be granted for the time during which such tests and adjustments are made, unless such interruption exceeds four (4) hours in length.

### 2.11 Directory Assistance

2.11.A Directory Assistance will be provided by the Company as part of the Service furnished by the Company. The Customer will be billed usage at the appropriate rate when a call is placed from its telephone to directory assistance.

### 2.12 Customer Complaints and Billing Disputes

2.12.A Customer complaints and billing disputes not satisfactorily resolved may be presented by the Customer to the Louisiana Public Service Commission.

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#### MESSAGE TOLL SERVICES TARIFF

## 3. DESCRIPTION OF SERVICE

- 3.1 Service Points
  - 3.1.A The Company provides originating service from domestic points in the United States to domestic points identified in this Tariff.
  - 3.1.B The Company provides terminating service from domestic points identified in this Tariff to domestic points in the United States.

## 3.2 Measurements

3.2.A Time-of-Day Rate Period

Time-of-Day Rate Periods are reflected as follows:

Day-	7:00 AM to 7:00 PM- Monday through Friday
Evening-	12:00 AM to 7:00 AM and 7:00 PM to 12:00 AM - Monday through Friday
Night/Weekend-	12:00 AM Saturday to 12:00 AM Monday (and Holidays)

3.2.B Availability of Service

The Service is available at the rates listed in Section 4, through subscription to any of the domestic message telecommunication service offerings available from the Company. Each of these offerings utilize the same rate schedules but have different rates and billing increments for each of the rate schedules.

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Digital Connections, Inc. d/b/a Digital Connections of Ohio, Inc.

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#### MESSAGE TOLL SERVICES TARIFF

#### 3. DESCRIPTION OF SERVICE

## 3.2.C Holiday Rates

3.2.C.1 During the following officially recognized holidays, Evenings Rates will be applicable during all hours, except for hours when a lower rate (i.e., Night/Weekend) is applicable.

New Year's Day\*\*Labor DayMemorial Day\*Thanksgiving DayIndependence Day\*\*Christmas Day\*\*Martin Luther King Day\*Columbus Day\*Presidents Day\*Veterans' Day\*\*

- \* Applies to Federally observed day only.
- \*\* When this holiday falls on a Sunday, the Holiday calling rate applies to calls placed on the following Monday. When this holiday falls on a Saturday, the Holiday calling rate applies to calls placed on the preceding Friday.

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Digital Connections, Inc. d/b/a Digital Connections of Ohio, Inc.

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#### MESSAGE TOLL SERVICES TARIFF

## 3. DESCRIPTION OF SERVICE

## 3.3 <u>Timing of Calls</u>

- 3.3.A Unless otherwise indicated in this Tariff, following the initial sixty (60) seconds, calls are timed in six (6) second increments. "Ring-busy" and "ring-no-answer" calls will not knowingly be charged to the Customer. If charged in error, the Customer will be credited. Timing begins at the "starting event" and ends at the "terminating event," unless otherwise specified. Time between the starting event and the terminating event is the call duration. The minimum call duration for a completed call is sixty (60) seconds, unless otherwise specified.
- 3.3.B The starting event occurs when the Company's terminal experiences an "Incoming Signaling Protocol Successful," <u>i.e.</u>, upon the seizure of an inbound trunk.
- 3.3.C The terminating event occurs when the Company's terminal receives a signal from the Local Exchange Carrier that either the calling party or the called party has hung up.
- 3.3.D There shall be no charge for unanswered calls. Upon receiving reasonable and adequate notice of billing from a Customer for any such call, the Company may issue a credit in an amount equal to the charge for the call. Calls in progress longer than sixty (60) seconds will be presumed answered.
- 3.3.E Domestic Message Telecommunications Service rates are quoted in terms of initial and additional increments. The initial increment is the first sixty (60) seconds after connection is made. The additional increments are each six (6) seconds or any fraction thereof after the initial minute.
- 3.3.F The time of day at the calling party rate center determines what Time-of-Day rate period applies.

Issue Date:

Effective Date: Issued under authority of the Public Utilities Commission of Ohio, Dated in Case No.

#### MESSAGE TOLL SERVICES TARIFF

#### 3. DESCRIPTION OF SERVICE

- 3.4 <u>Computation of Distance</u>
  - 3.4.A All calls are rated on the basis of airline mileage locations of the caller and the called party, regardless of the call's routing.
  - 3.4.B Airline mileage is obtained by using the "V" and "H" coordinates assigned to each point. To determine the airline distance between any two cities, the airline mileage is determined as follows:
    - 3.4.B.1 Obtain the "V" and "H" coordinates for each city.
    - 3.4.B.2 Obtain the difference between the "V" coordinates of each of the cities. Obtain the difference between the "H" coordinates.
    - 3.4.B.3 Square each difference obtained in step 2, above.
    - 3.4.B.4 Add the square of the "V" difference and the "H" difference obtained in step 3, above.
    - 3.4.B.5 Divide the number obtained in step 4 by 10. Round to the next higher whole number if any fraction is obtained.
    - 3.4.B.6 Obtain the square root of the whole number obtained in step 5 above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.
- 3.5 <u>Method of Applying Rates</u>
  - 3.5.A Calls that begin in one rate period and terminate in another will be billed for the entire call duration at the rate applicable at the commencement of the call.
  - 3.5.B Unless specified otherwise in this Tariff, the duration of each call for billing purposes will be rounded off to the nearest higher minute.

Issue Date:

Effective Date: on of Ohio.

Issued under authority of the Public Utilities Commission of Ohio, Dated in Case No.

#### MESSAGE TOLL SERVICES TARIFF

#### 3. DESCRIPTION OF SERVICE

#### 3.6 Promotional Discounts

The Company may from time to time offer promotional discounts. Such discounts will be for a specified period of time, will not exceed published rates, and will be offered to all qualifying Customers on a non-discriminatory basis, under any rules prescribed by the Commission.

#### 3.7 Dialed Domestic Message Telecommunications Services

- 3.7.A Dialed Domestic Message Telecommunications Services are measured use, full time services and are offered on a monthly basis, utilizing Intrastate communications facilities. When appropriate access arrangements exist, these switched services are available on a presubscription (Equal Access) basis. Otherwise, the Services require that a Customer access the Company's network via an alternative access code arrangement such as "950-XXXX" plus the Customer's security code, a toll-free "1-800" telephone number with the Customer's security code, or via "1-0-1-XXXX" code with Customer security code.
- 3.7.B Depending upon the service option chosen by the Customer, the charges for the use of such domestic Intrastate communications facilities may be based upon the time of day, the total minutes of use and/or the distance of each call.
- 3.7.C All Customers shall be charged the rates identified in Section 4.2.A for Residential Customers and in Section 4.2.B for Business Customers.

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Issue Date:

Effective Date: Issued under authority of the Public Utilities Commission of Ohio, Dated in Case No.

Original Page 35

#### MESSAGE TOLL SERVICES TARIFF

## 3. DESCRIPTION OF SERVICE

#### 3.8 <u>Calling Card Service</u>

3.8.A Calling Card Service permits Customers which have arranged for a Company-issued calling card to make calling card calls throughout the domestic United States through the use of a specific "1-800" telephone number provided by the Company. See Section 4.2.C, herein for rates.

## 3.9 Operator Service

3.9.A Operator Assisted calls consist of Collect Calls, Third Party Calls, Calling Card Calls, Room Charge Calls and Person to Person Calls. These calls shall be billed based on a measured usage charge element dependant on duration, distance and time of day and a fixed surcharge element which is dependant on the type of billing selected. See Section 4.2.D, herein for rates.

Issue Date:

Effective Date: Issued under authority of the Public Utilities Commission of Ohio, Dated in Case No.

#### MESSAGE TOLL SERVICES TARIFF

#### 4. <u>RATES AND CHARGES</u>

4.1 <u>Returned Check Charge</u>

Customer payments by check returned for insufficient funds, or otherwise not processed for payment, will be subject to a returned check charge. Such charge will be applicable on each occasion when a check is returned or not processed.

Per Occasion \$20.00

## 4.2 Rate Schedules

4.2.A Residential Direct Dial Service

1. Per Minute of Use Rates

Day-	\$0.21
Evening-	<b>\$0.</b> 17
Night/Weekends-	\$0.15

#### 4.2.B Residential Operated Assisted

1. Per Minute of Use Rates

 Day \$0.45

 Evening \$0.45

 Night/Weekends \$0.45

Issue Date:

Effective Date: Issued under authority of the Public Utilities Commission of Ohio, Dated in Case No.

#### MESSAGE TOLL SERVICES TARIFF

## 4. RATES AND CHARGES

- 4.2 <u>Rate Schedules</u> (Cont'd)
  - 4.2.C Business Direct Dial Service

1.

Per Minute of Use Ra	tes
Day-	\$0.23
Evening-	\$0.16
Night/Weekends-	\$0.16

#### 4.2.D Business Operated Assisted

1. Per Minute of Use Rates

 Day \$0.45

 Evening \$0.45

Night/Weekends- \$0.45

Issue Date:

Effective Date: Issued under authority of the Public Utilities Commission of Ohio, Dated in Case No.

#### MESSAGE TOLL SERVICES TARIFF

### 4. <u>RATES AND CHARGES</u>

4.2 <u>Rate Schedules</u> (Cont'd)

## 4.2.C Calling Card Service

1. Availability of Service

The Company issues the Digital Connections of Ohio, Inc. Calling Card, and also allows Customers to utilize Calling Cards of other carriers.

2. <u>Digital Connections of Ohio, Inc. Calling Card</u>

Calling Card Calls completed with the Digital Connections of Ohio, Inc. Calling Card are available at the rates specified below.

Residential Calling Card Service (Per Minute of Use Rate)

Day-	\$0.21
Evening-	\$0.17
Night/Weekends-	\$0.15

#### Business Calling Card Service (Per Minute of Use Rate)

Day-	\$0.23
Evening-	\$0.16
Night/Weekends-	\$0.16

Issue Date:

Effective Date:

Issued under authority of the Public Utilities Commission of Ohio, Dated in Case No.

#### MESSAGE TOLL SERVICES TARIFF

## 4. RATES AND CHARGES

## 4.2 <u>Rate Schedules</u> (Cont'd)

## 4.2.D Operator Service Charges

1.	Station to Station	<u>Per Call</u>
	Dial Calling Card	\$ 0.50
	Operator Assisted	\$ 1.25
2.	Person to Person	\$ 3.00
3.	Operator Dialed Surcharge- Collect	\$ 1.10
4.	Operator Dialed Surcharge- Billed to Third Party	\$ 1.50
5.	Directory Assistance	\$ 0.30

Issue Date:

Effective Date: Issued under authority of the Public Utilities Commission of Ohio, Dated in Case No.

## NOTIFICATION TO THE OHIO DEPARTMENT OF TAXATION

Digital Connections, Inc. affirms that it has notified the Ohio Department of Taxation of its intent to conduct business as a telephone utility in the State of Ohio. Notification was submitted on April 18, 2003; a copy of the notification is attached hereto.

Joseph M. Sydo Consultant on Behalf of Diggal Connections, Inc.



P.O. Box 387 Bruceton Mills, WV 26525

304 284-0779 ofc 888 303-6190

www.DigitalConnections.net

304 284-8555 fax

Ohio Department of Taxation Public Utilities Tax 30 E Broad Street 21<sup>st</sup> Floor Columbus, OH 43266-0030

Re: Digital Connections, Inc., d/b/a Digital Connections of Ohio, Inc

To Whom it May Concern,

Please accept this letter as notification that the above referenced company intends to operate as a telephone service provider in the State of Ohio. Digital Connections, Inc., d/b/a Digital Connections of Ohio, Inc. is authorized to transact business in Ohio and is incorporated under the laws of the State of West Virginia. Registration with the Public Utilities Commission of Ohio is currently pending.

The Company's regulatory contact is:

Mr. Timothy Wotring, Vice President Digital Connections, Inc 452 Casteel Road Bruceton Mills, WV 26525 304-284-0779

Sincerely,

Timothy Wotring Vice President

## DESCRIPTION OF PROPOSED SERVICES

#### Local Exchange Access

Digital Connections plans to offer a full range of local exchange access services to business and residential customers, including:

- Basic POTS service
- Analog private branch exchange trunks (PBX)
- Analog direct inward dial trunks (DID)
- Digital PBX and DID trunks
- Centrex-type systems lines and features
- Dedicated Point-to-Point data circuits: 9.6, 56K, Fractional T-1, and T-1
- Broadband/High Speed Internet Access via DSL (Digital Subscriber Line),
- ISDN (Integrated Services Digital Network), and T-1.

Digital Connections plans to offer the following services to customers of its local exchange access service:

- Direct dial calling
- Extended area calling, where available
- Toll free calling (i.e. local 800, 950 or comparable service)
- Operator assisted calling
- Long distance and other blocking
- Directory assistance service
- Emergency 911/E911 service

#### Carrier Access Services

Digital Connections intends to offer carrier access services for the efficient transmission of traffic between users of Digital Connection's local exchange access service and the network of other entities, including originating access to enable customers of Digital Connection to employ services of other common carriers for terminating access for interstate and international calling.

## DECLARATION OF SERVICE METHODS

Digital Connections, Inc. is not currently offering service in the State of Ohio; however, Digital Connections is seeking authorization to offer resold and facilities based local exchange services as well as resold interexchange services to potential customers located within the following Ohio counties:

Belmont Columbiana Coshocton Cuyahoga Fairfield Franklin Gallia Geauga Guernsey Harrison Jefferson Mahoning Monroe Muskingum Perry Portage Stark Summit Tuscarawas Washington

All arrangements that may be implemented to effectuate the local and interexchange services requested in this application will conform to existing and evolving industry standards, and will not, in any way, adversely affect the networks of incumbent exchange carriers. Applicant is knowledgeable of and is willing to comply with all applicable rules, regulations and legal orders of the Public Utility Commission of Ohio.

# COMPETITIVE TELECOMMUNICATIONS SERVICE (CTS) DECLARATION

Aside from offering local service Digital Connections plans to resell interexchange services; therefore, Digital Connections is seeking authority to provide both local and interexchange services within the State of Ohio.

## STATEMENT OF PUBLIC INTEREST

Digital Connection's proposed services will provide multiple public benefits by bringing competition to certain Ohio counties. Benefits include the following:

- Greater reliability of services
- Increased competitive choices of telecommunications services
- Increase efficiency of LEC networks and services

Enhanced competition in telecommunications services will further stimulate economic development in Ohio. In addition, increased competition will create incentives for lower prices, more innovative services and more responsive customer service. Additionally, the introduction of inexpensive high-speed access will bring a competitive edge to Ohio businesses.

Local exchange services competition will also stimulate the demand for the services supplied by all local service carriers, including those of the incumbent LEC. The incumbent provider will have market incentives to improve the efficiency of its operations and it will benefit from increased use of its services, due to expansion of the total market and competitively driven prices.

Further, as demonstrated above, the grant of this authority will provide significant

benefits to consumers in terms of carrier choice, price, increased reliability,

responsiveness and the introduction of new services. Additionally, as competition has driven telecommunications prices downward, businesses have seen concomitant reductions in their operating costs and increases in their sales, all of which contribute toward the viability of the economy and employment levels.

## PROPOSED MARKET AREA

Digital Connections seeks certification from the Public Utilities Commission of Ohio so that it can provide telecommunications services for the geographic areas that "mirror" the geographic boundaries of the Incumbent Local Exchange Carriers. Specifically, Digital Connections will seek customers within the following Ohio counties:

Belmont Columbiana Coshocton Cuyahoga Fairfield Franklin Gallia Geauga Guernsey Harrison Jefferson Mahoning Monroe Muskingum Perry

Portage Stark Summit Tuscarawas Washington

## CLASS OF CUSTOMERS

The objective of Digital Connections is to serve residential and business consumers. Digital Connections is committed to providing excellent quality of service to all classes of customers so that they may realize the benefits of the Federal Telecommunications Act of 1996.

The determination as to whether the Customer should be classified as a business or residential end user will be based on the character of the use of services. This consideration will be the basis upon how rates are applied to particular services.

Business rates will apply whenever the use of the service is primarily or substantially of a commercial, professional, institutional, or otherwise occupational nature. Residential rates will apply when the use of the service is of a domestic nature and the service is not used substantially for occupational service.

## TECHNICAL AND MANAGERIAL EXPERTISE (cont'd)

## **Technical Qualifications**

Digital Connections possesses the necessary qualifications to meet or exceed all technical specifications of providing local services. Digital Connections is aware of the industry standards for quality of services, billing practices, and customer care. Digital Connections does not anticipate any problems and is fully committed to meeting or exceeding all quality of standards and billing practices. Digital Connections does not currently own and will not initially own its own equipment or facilities; however, Digital Connections intends to launch service by reselling the services of and purchasing UNEs from the ILECs. UNE's will include switching and transport facilities, as well as loop and subloop components. Digital Connections' Officers and Directors possess the necessary qualifications to meet or exceed all technical specifications of providing local telecommunications services as evident in the following biographies:

John Rockis is the President of Digital Connections. Mr. Rockis entered the telecommunications field in 1980 and has worked in the interconnection field (station equipment) to include station wiring – CAT 3, CAT 5, and fiber optics and outside plant. Mr. Rockis began work in the data field in 1993. In this capacity he was responsible for installation, maintenance of DS0, DS1, ISDN PRI circuits and terminating equipment for Digital Connections Inc. and Internet Service Providers. Mr. Rockis has over nineteen years of experience in the telecommunications industry performing the following:

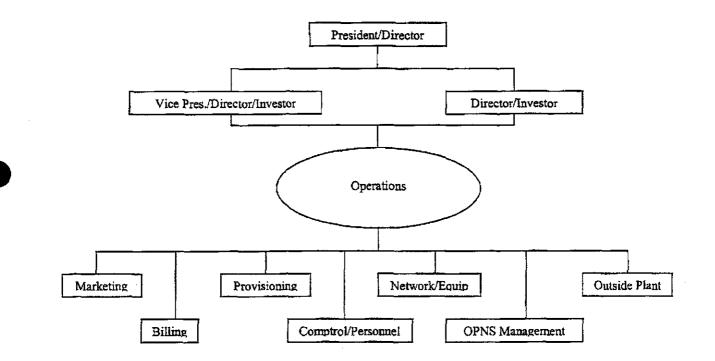
- PBX, Key System, Voice-Mail, Engineering, Installation, Management
- Design and construction of Corporate WANS
- Maintenance of Data Circuits and Equipment
- Installation of Maintenance of Voice and Data multiplexers

**Robert T Joseph** is the Secretary of Digital Connections. Mr. Joseph has been employed with Digital Connections for 20 years. Mr. Joseph is responsible for network design and implementations. Prior to his employment with Digital Connections, Robert was employed by Euclid Telecom for 13 years and was responsible for telephone system design and installation. In addition, Robert was an agent for Verizon for nine years.

**Gary Posey.** Mr. Posey has been employed with Digital Connections for three years and is currently responsible for order activations, technical service, and customer care.

## CORPORATE STRUCTURE

Digital Connections, Inc. d/b/a Digital Connections of Ohio, Inc. is a wholly owned subsidiary of Digital Connections, Inc., is organized and existing under the laws of the State of West Virginia. The following diagram details Digital Connections existing corporate structure:



## OPERATIONS IN OTHER STATES

Digital Connections, Inc. d/b/a Digital Connections of Ohio, Inc. has previously been certified in the State of Ohio. Digital Connections is currently authorized and providing competitive local exchange and intrastate services with the State of West Virginia.

## ACCOUNTING RECORDS

Digital Connections, Inc. requests exemption from any record-keeping rules or regulations that might require a carrier to maintain its financial records in conformance with the Uniform System of Accounts ("USOA"). The USAO was developed by the FCC as a means of regulating telecommunications companies subject to rate base regulations.

Digital Connections currently maintains its accounts in accordance with Generally Accepted Accounting Principles ("GAAP"). Digital Connections' billing system is capable of identifying and billing intrastate versus interstate traffic, in accordance with Multiple Exchange Carrier Access Billing ("MECAB") Guidelines as developed by the billing committee of the Ordering and Billing Forum ("OBF"). Bill fulfillment activities will take place in Digital Connections' Bruceton Mills, West Virginia corporate headquarters. The customer bill cycle will be dependent upon the account set up date and will occur monthly thereafter. Also, customer service representatives located at Digital Connections' Bruceton Mills, West Virginia facility will handle billing requirements.

## COMPLIANCE VERIFICATION

Digital Connections, Inc. d/b/a Digital Connections of Ohio, Inc. verifies that it

does not have any affiliations that require the corporation to comply with the affiliated

transaction rules and regulations of the Public Utilities Commission of Ohio.

Joseph M. Sudo Consultant on Behalf of Digital Connections, Inc.

# EXPLANATION OF RATES

Rates contained in the local and interexchange tariffs of Digital Connections are derived from the rates of the incumbent LEC's interconnection agreement, retail tariffs and resale tariffs of Digital Connections' competitors.

## SERVICE AREAS WITH APPROVED INTERCONNECT AGREEMENTS

Digital Connections does not currently have any approved Interconnect Agreements within the State of Ohio; however, interconnection negotiations with SBC and Verizon are currently underway.

# ADVANCED PAYMENT DECLARATION

Digital Connections will not require advanced payment from customers prior to the provisioning of local dial tone services.

## INTERCONNECTION NEGOTIATIONS

Digital Connections is in the process of reviewing and negotiating an Interconnection and Resale Agreement with SBC and Verizon for the State of Ohio. These agreements and any future agreements will be filed with the Commission prior to the commencement of service. Attached hereto is a request for interconnection negotiations which was sent to SBC via facsimile on April 23, 2003 and to Verizon via facsimile on June 19, 2003.

## CCG CONSULTING INC

VIA Facsimile: 800-404-4548

April 23, 2003

Ed Reed Director- Contract Management SBC Telecommunications, Inc. 311 South Akard, 9<sup>th</sup> Floor 4 SBC Plaza Dallas, Texas 75202

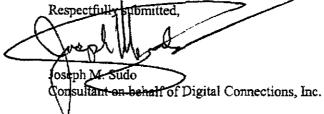
#### **RE: REQUEST FOR INTERCONNECTION NEGOTIATIONS**

Dear Mr. Reed,

This letter is to inform you that Digital Connections, Inc. d/b/a Digital Connections of Ohio, Inc. ("Digital Connections") requests that SBC Telecommunications ("SBC"), or the appropriate related SBC corporate entity, commence negotiations to enter into a Comprehensive Agreement (including interconnection, resale, and unbundling) in accordance with the Telecommunications Act of 1996. Digital Connections seeks to enter into a detailed agreement within the State of Ohio.

We understand that either party may request that the State Commission arbitrate any unresolved issues 135 days after you have received this letter, pursuant to Section 252(b) of the Act. In order to begin meaningful negotiations before the expiration of the 135 day period Digital Connections requests a response to this letter on or before May 3, 2003. Upon receipt of your response we hope to arrange with SBC a preliminary schedule of meetings to discuss facilities based and resale interconnection issues in detail. Please forward a copy of the SBC Interconnection Agreement template upon receipt of this letter and any Non-Disclosure Agreements you may require.

Questions and correspondence may be directed to Joseph M. Sudo, CCG Consulting at 6811 Kenilworth Ave, Suite 300, Riverdale, Maryland 20737 or at telephone number 301-209-0270.



Cc: Bob Joseph - Digital Connections, Inc.

CALVERT METRO BUILDING = 5811 KENILWORTH AVENUE = SUITE 300 = RIVERDALE, MARYLAND 20737 Phone 301-699-5300 = Fax 301-699-5080

# CCG CONSULTING INC

## VIA Email: contract.management@verizon.com

June 19, 2003

Verizon Services Corporation Renée L. Ragsdale Wholesale Markets-Interconnection Negotiations 600 Hidden Ridge, HQE03B19 Irving, TX 75038

#### **RE: REQUEST FOR INTERCONNECTION NEGOTIATIONS**

Dear Ms. Ragsdale,

This letter is to inform you that Digital Connections, Inc. d/b/a Digital Connections of Maryland, Inc.; Digital Connections of Ohio, Inc.; and Digital Connections of Pennsylvania, Inc., ("Digital Connections") requests that Verizon Communications, Inc. ("Verizon"), or the appropriate related Verizon corporate entity, commence negotiations to enter into a comprehensive interconnection agreement in accordance with the Telecommunications Act of 1996. Digital Connections seeks to enter into a detailed agreement within the States of Maryland, Ohio, and Pennsylvania.

We understand that either party may request that the State Commission arbitrate any unresolved issues 135 days after you have received this letter, pursuant to Section 252(b) of the Act. In order to begin meaningful negotiations before the expiration of the 135 day period Digital Connections requests a response to this letter on or before June 29, 2003. Upon receipt of your response we hope to arrange with Verizon a preliminary schedule of meetings to discuss facilities based and resale interconnection issues in detail. Please forward a copy of the Verizon Interconnection Agreement template upon receipt of this letter and any Non-Disclosure Agreements you may require.

Questions and correspondence may be directed to Joseph M. Sudo, CCG Consulting at 6811 Kenilworth Ave, Suite 300, Riverdale, Maryland 20737 or at telephone number 301-209-0270.

Respectfully submitted,

Joseph M. Sudo

Consultant on behalf of Digital Connections, Inc.

## OHIO SECRETARY OF STATE CERTIFICATION & RESOLUTION OF FOREIGN CORPORATION TO QUALIFY UNDER AN ASSUMED NAME

## 

ATE: 12/30/2002 DOCUMENT ID DESCRIPTION 200236102622 FOREIGN LICENSE/FOR-PROFIT ASSUMED NAME (FLA) FILING 125.00 EXPED

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ENALTY	
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Receipt

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

CCG CONSULTING, INC. 6811 KENILWORTH AVE. STE 300 RIVERDALE, MD 20737-1333

# STATE OF OHIO CERTIFICATE

## Ohio Secretary of State, J. Kenneth Blackwell

## 1359429

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

## DIGITAL CONNECTIONS OF OHIO, INC. (DIGITAL CONNECTIONS, INC.)

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

Document(s)

#### FOREIGN LICENSE/FOR-PROFIT ASSUMED NAME

Document No(s): 200236102622

Authorization to transact business in Ohio is hereby given, until surrender, expiration or cancellation of this license.



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 26th day of December, A.D.

2002. Cuneth Bachmere

Ohio Secretary of State



Prescribed by J. Kenneth Blackwell

Ohio Secretary of State Central Ohio: (614) 466-3910 Toll Free: 1-877-SOS-FILE (1-877-767-3453)

www.state.oh.us/sos e-mail: busserv@sos.state.oh.us

# RESOLUTION OF FOREIGN CORPORATION TO QUALIFY UNDER AN ASSUMED NAME

(Foreign, Profit or Non-Profit)

(161-FLA)

The undersigned hereby certifies that the Board of Directors of

Digital Connections, Inc.

(Name of Corporation)

a foreign corporation desiring a license to transact business in Ohio, did on

December 1, 2002 adopt the following (date)

resolution, to wit:

RESOLVED, that the corporation is hereby directed to make application for a license to transact business in Ohio

under the assumed name of Digital Connections of Ohio, Inc.

and that the corporation will transact business in Ohio only under such assumed name.

Signature:	NURP	
Print Name:	John J. Fockis	

Title: Vice President



# I, Joe Manchin III, Secretary of State of the State of West Virginia, hereby certify that

## DIGITAL CONNECTIONS, INC.

was incorporated under the laws of West Virginia and a Certificate of Incorporation was issued by my office. The corporation has not been dissolved according to my records.

I further certify that the Tax Commissioner of West Virginia advises me that the corporation has paid all annual license taxes that are now due and that the corporation is in existence and in good standing with the State of West Virginia.

Accordingly, I hereby issue this

# **CERTIFICATE OF EXISTENCE**



Given under my hand and the Great Seal of the State of West Virginia on this day of October 29, 2002

Les Van

Secretary of State

## OFFICERS and DIRECTORS CONTACT INFORMATION

John Rockis, President/Director PO Box 270 235 High Street Morgantown, WV 26507

Timothy Wotring, Vice President/Director/Investor 452 Casteel Road Bruceton Mills, WV 26525

Robert Joseph, Secretary/Director/Investor PO Box 270 235 High Street Morgantown, WV 26507

Updated 2/28/14

SAMPLE CUSTOMER BILL & SAMPLE DISCONNECT NOTICE



P.O. Box 270 \* Morgantown, WV 26505

888 303-6190

## FAX 304 284-8555

CUSTOMER CITY	NAME STST			er Number: Number : Date :	00000000 00000000 00 /00/ 00 1
	INVOICE SUMMARY			دن مجروی کک	
	Domestic	\$	0.00		
	Directory Assistance	\$	0.00		
	Canada	\$	0.00		
	International	\$ <del>\$</del> \$ <del>\$</del> \$ <del>\$</del>	0.00		
	800/ 877/ 888	\$	0.00		
	Additional Charges	\$	0.00		
	Primary Interexchange Carrier Charge	5	0.00		
	Local Charges	\$	0.00		
FOTAL USA	GE			\$	0.00
	Federal Excise Tax	\$	0.00		
	State/Local/Other Tax	\$	0.00		
TOTAL TAX	ES			\$	0.00
	Universal Service Fund	\$	0.00		
TOTAL CURRENT DUE				\$	0.00
	Previous Balance	\$	0.00		
	Payments/ adjustments	\$	0.00		
	Finance charge	\$	0.00		
BALANCE F	ORWARD			\$	0.00
TOTAL AMO				\$	0.00
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### PO Box 270 Morgantown, WV 26505

888 303-6190

Fax 304 284-8555

Section I: Account Information		Maste	er Ser	vice	Agreemen	t	160404/	Fax 3 digitaiconn	304 284-8555 actions nat
Account Name:							Date:		ectons.net
Authorized Contact(s)						Contac	:t No. (	)	
Mailing Address:					No.of Loc.	Con	solidated E	Billing (Y/N)	
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City:		State	<u>e. </u>	Zip Co		Cou	nny:		
Hours of Operation:	Years	in Busi	iness:		No.of Lines:	FIN/	'SSN:		
Length of Term: O Month-To-Month	01	Year	O 2 Yea	ar (	0 3 Year	Sale	es ID:	Master	ID:
Section II: Service Request									
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UCF - Ultra Call Forwarding			\$5.5						
VML - Digital Connection's Voice	Mail		\$5.D						

Authorized Initials:

Date: / / /



P.O. Box 270 \* Morgantown, WV 26505

888 303-6190

Fax 304 284-8555

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Dear Customer,

This letter is to notify you that our records indicate that your account is past due. We have made several attempts to contact you via telephone, but were unsuccessful. To avoid interruption in service and to keep your account from being turned over to our collections agency please remit a payment.

If a payment is not received by January 20, 2003, your Digital Connections service will be interrupted for nonpayment and your account will be turned over to our collections agency. If you feel as though our records are not accurate, please contact our office at 888 303-6190 or via e-mail management@digitalconnections.net.

Sincerely,

**Digital Connections** 

**EXHIBIT 22** 

CUSTOMER APPLICATION FORM

#### Account Name

#### **TERMS AND CONDITIONS**

This agreement ("Agreement") is made and entered into on the date shown on this Agreement, by and between Digital Connections, and the Customer ("Customer") of this Agreement, IN CONSIDERATION of the mutual covenants and conditions set forth below, it is agreed as follows:

1. Obligations of Company: Throughout the term of this Agreement, Company shall provide certain services to Customer at the location(s) listed on Attachments of this Agreement. Digital Connections shall provide such services and shall have the responsibility to arrange, move, disconnect, remove and repair facilities to allow for the services provided under this Agreement.

2. Obligations of Customer: Customer shall provide all information, access and support required for timely installation and proper use of Company's services. Additionally, Customer shall make full and timely payments as provided under Paragraph 8 of this Agreement and the billing invoices. Customer shall assure that Customer's use of the services Company provides hereunder is at all times consistent with the use intended, is not utilized in any unlawful manner, and is used in such a manner as to prevent damage to Company's network or equipment.

3. Quality Service Guarantee: Either party may terminate this Agreement for cause if written notice via registered mail is given to the other party at least thirty (30) days prior to termination specifying the cause for termination and requesting correction and such cause is not corrected within such thirty (30) day period. Cause is any material breach of the terms of this Agreement. The concern must be attributable to facilities or causes within Digital Connection's reasonable control. Digital Connections must be unable to cure the material breach to Customer's reasonable satisfaction within 30 days after receipt of the written notice. If Digital Connections terminates this Agreement for cause or Customer terminates this Agreement without cause, Customer shall pay early termination charges. Customer's account must be current (i.e., no balance older than 30 days). Any cancellation shall not relieve Customer of its obligation to pay any charges incurred prior to cancellation of this Agreement. If Customer requests termination of Service, Customer will pay an early termination charge of 70% of the last twelve months average monthly billing for all Services purchased from Digital Connections on this Master Service Agreement, multiplied by the number of months remaining on the then current term or the minimum monthly commitment amount multiplied by the number of months remaining for the then current term, plus any waived installation charges, discounts or credits.

4. Minimum Monthly Commitment Charge: Commencing with its third invoice hereunder, Customer is liable for a gross (prior to discount credits) Minimum Monthly Commitment charge as stated by this Master Service Agreement. Governmental assessments, non-recurring charges, operator assistance charges and local loop and third party pass-through charges are not included in calculating the Minimum Monthly Commitment Charge. If Customer has elected Digital Connection's Corporate Billing option, eligible charges from all Customer locations covered under this Agreement will be aggregated in calculating the Minimum Monthly Commitment Charge, otherwise each individual Customer account is subject to the Minimum Monthly Commitment Charge. Customer is responsible for any (1) Digital Connections and local service provider installation and monthly recurring charges for dedicated circuits/loops necessary for the Services, and (2) costs incurred by Digital Connections, including without limitation, any local service provider contract termination charges, if such circuits/loops are cancelled prior to activation of the Services, or the completion of the term commitment made by Customer under this Agreement.

5. Term of Service: This Agreement shall become effective on the date made and entered into. The term of this Agreement shall commence on the date shown on this Agreement and shall continue thereafter for the number of months shown on side one (1) of this Agreement, unless the service is terminated in accordance with the provisions stated within this Agreement. This Contract automatically renews for a term identical to the term listed on side one (1) unless either party provides written cancellation at least thirty (30) days prior to the expiration of the original or the then current term.

6. Fees and Charges: Services will be provided according to this Master Service Agreement and all applicable state and federal tariff fees and charges will apply accordingly. Any applicable federal, state or local use, excise, sales or privilege taxes, duties or similar liabilities including federal or state mandated regulatory assessments, charged to or against Company or Customer because of the service and equipment furnished by Company, shall be paid by the Customer. Digital Connections bills local charges one month in advance. Your first invoice will reflect prorated charges from the inception date of your service plus the service charges of your next month's invoice. If you decide at a later date to switch cartiers, a refund may apply for any unused service.

7. Service Additions: Customer may request additional quantities or types of service than currently provided under this Agreement, at the then prevailing rates under the terms of this Agreement by executing a written order for such additional service ("Order"). Each Order must be accepted by the Company and shall specify the agreed date on which the activation of the services covered by that Order shall be completed and the additional costs of the addition. The additional charges relating to these service additions will then be included in the monthly bill as described in Paragraph 6 of this Agreement.

8. Payment: Monthly invoices are payable upon receipt. Customer shall make payment on each bill to Company within the time period indicated on the billing invoice. Payments may be made by mail or credit card by calling Customer Service. When paying by mail, your bill is considered paid on the day Digital Connections processes your payment. When paying by credit card, your bill is considered paid on the day you call Customer Service. Please allow 5-7 business days for the payment to reach us via mail. Unless written instructions are received, partial payments will be applied to the oldest balance first. If any amount due under this Agreement is received by the Company after the payment due date or if any amount due is received by Company in funds not immediately available to Company on or before the payment due date, a finance charge will be assessed. The Company will also charge a Dishonored Payment Charge for payments not honored by the Customer's banking institution. Company may terminate this Agreement without notice to customer if Customer is in arrears in the payment of any undisputed amount which is due, according to state guidelines. Failure to remit payment to Digital Connections may result in disconnection of service. If service is disconnected due to non-payment and you wish to reconnect service, the past due amount must be paid or payment arrangements must be established and a Reconnection Charge must be paid before service will be restored.

9. Credit Allowance for Interruption of Service: The liability, if any, of Company arising out of or in any way connected with any defect, error, omission, delay, mistake, interruption, suspension or other failure in connection with furnishing services, facilities or maintenance, shall in no event exceed an amount equivalent to the proportionate charge to Customer for the affected service for the time period during which the interruption occurred. The credit allowance for service interruption shall be calculated in accordance with the following formula. The Company shall not be liable, nor shall any credit be given to a Customer, for any interruption of service which is: 1) caused by the willfulness or negligence of the underlying interexchange or local exchange carrier, Customer, or any entity other than the Company; 2) due to the failure of equipment, systems or services provided by the Customer or any other entity other than the Company; or 3) during periods when the Customer elects to use the service on an impaired basis.

10. Service Warranties: Company warrants that its facilities, and the facilities for which Company contracts with other providers, are engineered and installed and that operations procedures are designed and implemented to provide communications services in accordance with prevailing standards for similar services, and that Company will undertake reasonable efforts to provide services hereunder in conformance with such standards. SUCH WARRANTIES AS EXPRESSLY SET FORTH IN THIS AGREEMENT ARE GIVEN AND ACCEPTED IN LIEU OF, AND COMPANY DISCLAIMS TO THE EXTENT PERMITTED BY LAW, ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.



#### Account Name

## TERMS AND CONDITIONS (continued)

11. Limitation of Liability: DIGITAL CONNECTIONS SHALL NOT BE LIABLE TO CUSTOMER FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND INCLUDING BUT NOT LIMITED TO ANY LOSS OF USE, LOSS OF BUSINESS, OR LOSS OF PROFIT RESULTING FROM THE SERVICES PROVIDED PURSUANT TO THIS AGREEMENT OR THE SUSPENSION, INTERRUPTION OR INSUFFICIENCY OF SUCH SERVICES. Any Digital Connections liability to Customer for any damages of any kind under this agreement shall not exceed, in amount, a sum equivalent to the applicable out-of-service credit under the governing tariff and/or price list. Remedies under this agreement are exclusive and limited to those expressly described herein.

12. Liability of Customer: In the event any claim, demand, tawsuit or liability is made or asserted against Company by any third party and the same arises out of, or is directly related to, or is caused by any act or omission of the Customer or others, then, and in such event, Customer shall indemnify, defend and hold harmless Company and its agents and representatives from and against all such claims, demands, causes of action and liability, including the payment of Company's reasonable attorneys' fees to defend such action. Additionally, the Customer shall reimburse Company for damages to Company's facilities caused by the negligence or willful act of the Customer, or resulting from the Customer's improper use of the Company's facilities or due to any malfunction of any facilities or equipment provided by any entity other than Company. Company will, upon reimbursement of damages, cooperate with Customer in prosecuting any claim against the person causing such damages and the Customer shall be subrogated to the right of recovery by Company for the damages to the extent of such payment.
13. Business Downturn: If the Customer's business requires fewer number of circuits or quantity of services during the term of this Agreement, the reduction will be made without liability, as long as those services are not re-established with another provider.

14. Force Majeure: Company shall be excused for any failure, delay or interruption in performing its obligations hereunder that is due to causes or conditions beyond its control, including, without limitation, acts of God, elements, weather conditions, earthquakes, settlements, fire, accidents, sabotage, power failures, cable cuts, acts or omissions of governmental authorities (including regulatory authorities and courts), shortages of labor and material, acts of third parties for which Company is not responsible, injunctions, labor disputes of any kind (including those which affect Company or its contractors, suppliers or subcontractors), or any other conditions or circumstances, whether similar to or different from the foregoing, which is beyond the control of Company or which cannot be prevented or remedied by reasonable effort and at reasonable expense.

15. Legal Compliance: The parties agree that this Agreement will be carried out to compliance with all local, state and federal laws, regulations and decisions. To the extent there is a conflict between this Agreement and the terms and conditions outlined in Digital Connections' federal and state tariffs, the terms and conditions of Digital Connections' federal and state tariffs, the terms and conditions of Digital Connections' federal and state tariff will govern.

16. Customer Service: Digital Connections' Customer Service Center is available to answer questions and provide a description of Digital Connections' terms, conditions and charges. You may contact Customer Service at 1-888-303-5190.

17. Responsibility of Customer: Customers are responsible for all charges incurred on their account(s) regardless of fraud, theft or loss until such time as Digital Connections has received written notification from the Customer of such activity.

18. Voice Mail: Digital Connections' voice mail service requires the user to dial into our system to retrieve messages. Digital Connections does not provide 'stutter tone' notification (a short string of interrupted tones when the handset is picked up) to notify users of new messages.

19. Yellow Page Advertising is a separate function from local telephone service. Digital Connections does not provide or support any yellow page advertisements. Customers should speak with their current advertising representative in order to maintain future listings. Digital Connections will handle the listing of each business in the White Pages, as well as directory assistance.

20. **Please Note:** Please allow ten to fourteen business days following the completion of the Letter of Authorization for your lines(s) to be switched to Digital Connections. Following this time period, you may confirm that your lines have been switched to Digital Connections service by dialing 1-700-555-4141 from each of your lines. A recorded message will be played which states, "Message 4. Thank you for choosing Digital Connections as your long distance carrier. We are here to serve all your long distance needs. Message 4." This recording Indicates that your line has been switched to Digital Connections. In select cases when Digital Connections utilizes the services of other carriers, the recording will indicate that service is provided by a carrier other than Digital Connections. In those cases, please contact Digital Connections Customer Service at 1-888-303-6190 to confirm that your line(s) have been switched to Digital Connections. In select states or areas where another carrier is utilized, monthly invoices will be sent by Digital Connections.

Binding Terms and Conditions: CUSTOMER ACKNOWLEDGES THAT CUSTOMER HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. IN WITNESS THEROF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

#### Additional Comments: \_\_\_\_\_

Authorized Customer Signature:

Printed Name:

Date:

Page 2 of 2

#### **EXHIBIT 23**

# LIST OF OHIO EXHCANGES APPLICANT INTENDS TO SERVE

Digital Connections intends to provide service in the following Ohio exchanges

served by SBC and Verizon:

Athens Barlow Barnesville Bellaire Cadiz Cambridge Dublin Duffy Gahanna Grove City Hilliard Jackson Lancaster Lowell Lower Salem Marietta Martins Ferry Newport Pomeroy Portsmouth St. Clairsville Steubenville Watertown Waverly

Woodsfield Zanesville EXHIBIT 24

## CLEC EXCHANGE LISTING FORM

Company Name: Digital Connections, Inc. dba: Digital Connections of Ohio, Inc. Certificate Number: Select Only SBC

#### Designate Proposed Market Area (PMA) by putting an "X" in appropriate boxes

ILEC	COUNTY	EXCHANGE	PMA
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С	ATHENS	Nelsonville	
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	WAYNE	Dalton
	WOOD	Perrysburg
	WYANDOT	Upper Sandusky

Company Name: Digital Connections, Inc. dba: Digital Connections of Ohio, Inc. Certificate Number: Select Only Verizon North

Designate Proposed Market Area (PMA) by putting an "X" in appropriate boxes

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Verizon North	ALLEN	Spencerville	
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Verizon North	COSHOCTON	Warsaw
Verizon North	CRAWFORD	Crestline
Verizon North	CRAWFORD	Galion
Verizon North	CRAWFORD	New Washington
Verizon North	DARKE	North Star
Verizon North	DARKE	Yorkshire
Verizon North	DEFIANCE	Hicksville
Verizon North	DEFIANCE	Ney
Verizon North	DELAWARE	Ashley
Verizon North	DELAWARE	Cheshire Center
Verizon North	DELAWARE	Delaware
Verizon North	DELAWARE	Kilbourne
Verizon North	DELAWARE	Ostrander
Verizon North	DELAWARE	Radnor
Verizon North	DELAWARE	Rathbone
Verizon North	ERIE	Berlin Heights
Verizon North	ERIE	Huron
Verizon North	ERIE	Kelleys Island
Verizon North	ERIE	Milan
Verizon North	FAIRFIELD	Amanda
Verizon North	FAIRFIELD	Baltimore
Verizon North	FAIRFIELD	Bremen
Verizon North	FAIRFIELD	Millersport
Verizon North	FAIRFIELD	Pleasantville
Verizon North	FULTON	Fayette
Verizon North	GUERNSEY	Byesville
Verizon North	GUERNSEY	Cambridge X
Verizon North	HANCOCK	Arlington
Verizon North	HANCOCK	Jenera
Verizon North	HANCOCK	McComb
Verizon North	HANCOCK	Mount Blanchard
Verizon North	HANCOCK	Rawson
Verizon North	HANCOCK	Van Buren
Verizon North	HARDIN	Forest
Second and the second sec		Bowerston
Verizon North	HARRISON	Cadiz X
and the second second second second second	and a subsection of the section of t	Freeport
Verizon North	HARRISON	1 . 1
Verizon North	HARRISON	Jewett
Verizon North	HARRISON	Scio
Verizon North	HIGHLAND	Greenfield
Verizon North	HIGHLAND	Leesburg
Verizon North	HIGHLAND	Lynchburg
Verizon North	HIGHLAND	Mowrystown

Verizon North	HIGHLAND	Sinking Spring
Verizon North	HOCKING	Laurelville
Verizon North	HOCKING	Logan
Verizon North	HOLMES	Berlin
Verizon North	HOLMES	Lakeville
Verizon North	HURON	Bellevue
Verizon North	HURON	Greenwich
Verizon North	HURON	Monroeville
Verizon North	HURON	New London
/erizon North	HURON	Norwalk
Verizon North	HURON	Wakeman
/erizon North	HURON	Willard
/erizon North	JACKSON	Jackson X
/erizon North	JACKSON	Oak Hill
/erizon North	JACKSON	Wellston
/erizon North	JEFFERSON	Adena
/erizon North	JEFFERSON	Amsterdam
/erizon North	JEFFERSON	Bergholz
/erizon North	JEFFERSON	Brilliant
/erizon North	JEFFERSON	Dillonvale-Mt. Pleasant
erizon North	JEFFERSON	Knoxville
/erizon North	JEFFERSON	Richmond
/erizon North	JEFFERSON	Smithfield
erizon North	JEFFERSON	Tiltonsville
/erizon North	LAWRENCE	Chesapeake
erizon North	LORAIN	Grafton
erizon North	LORAIN	North Eaton
erizon North	LORAIN	Oberlin
erizon North		
	a da	Wellington
/erizon North	LUCAS	Curtice-Oregon
erizon North	LUCAS	Sylvania
erizon North	MADISON	Resaca
/erizon North	MARION	Green Camp
/erizon North	MARION	Larue
erizon North	MARION	Marion
/erizon North	MARION	Morral
erizon North	MARION	Prospect
erizon North	MARION	Waldo
erizon North	MEDINA	Brunswick
erizon North	MEDINA	Chatham
erizon North	MEDINA	Homerville
/erizon North	MEDINA	Lodi
erizon North	MEDINA	Medina
erizon North	MEDINA	,Seville
erizon North	MEDINA	
	the balance of the second s	Sharon Center
erizon North	MEDINA	Spencer
erizon North	MEDINA	Valley City
erizon North	MEDINA	Wadsworth
erizon North	MEDINA	Westfield Center
erizon North	MEIGS	Letart Falls
erizon North	MEIGS	Pomeroy X
erizon North	MEIGS	Portland

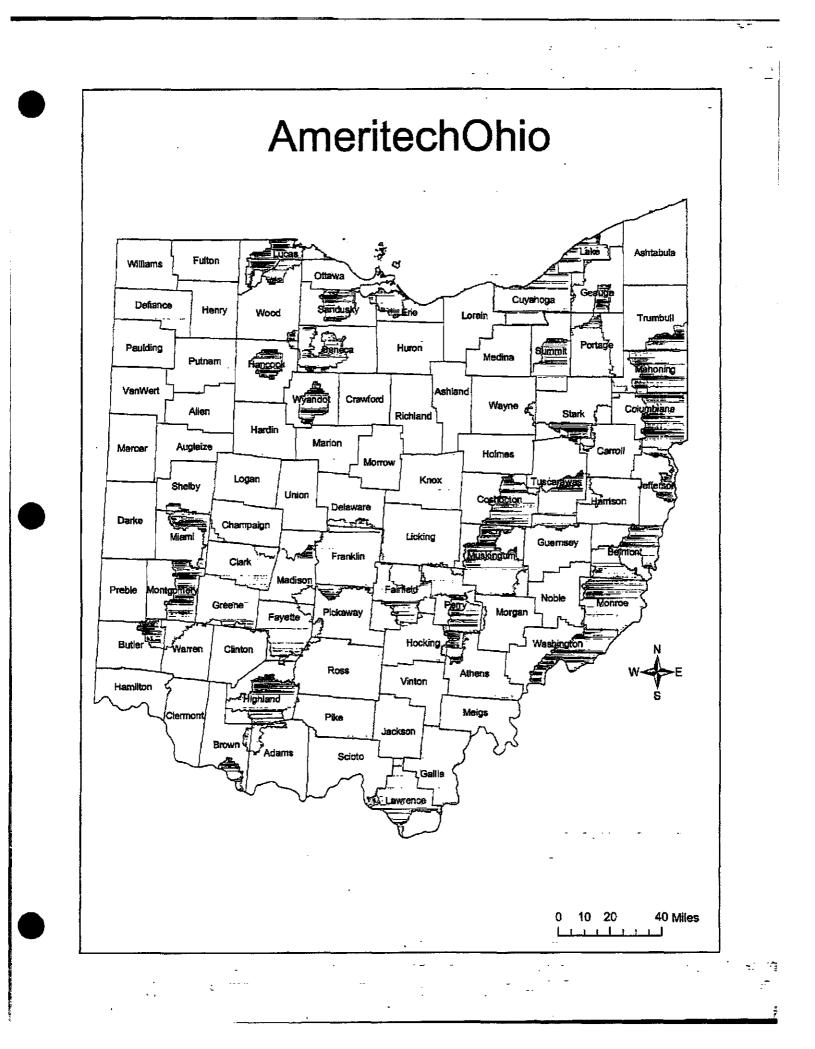
Verizon North	MERCER	Celina
Verizon North	MERCER	Coldwater
Verizon North	MERCER	Fort Recovery
Verizon North	MERCER	Maria Stein
Verizon North	MERCER	Mendon
Verizon North	MIAMI	Laura
Verizon North	MIAMI	Tipp City
Verizon North	MIAMI	Troy
Verizon North	MIAMI	West Milton
Verizon North	MONTGOMERY	Brookville
Verizon North	MONTGOMERY	Englewood
Verizon North	MONTGOMERY	Farmersville
Verizon North	MONTGOMERY	Liberty
the second se	MONTGOMERY	New Lebanon
Verizon North		Phillipsburg
Verizon North	MONTGOMERY	and a second
Verizon North	MONTGOMERY	Trotwood
Verizon North	MUSKINGUM	New Concord
Verizon North	NOBLE	Caldwell
Verizon North	NOBLE	Dexter City
Verizon North	NOBLE	Summerfield
Verizon North	<sup>1</sup> OTTAWA	Eimore
Verizon North	OTTAWA	Genoa
Verizon North	OTTAWA	Marblehead
Verizon North	ÓTTÁWÁ	Oak Harbor
Verizon North	OTTAWA	Port Clinton
Verizon North	OTTAWA	Put-In-Bay
Verizon North	PAULDING	Antwerp
Verizon North	PAULDING	Payne
Verizon North	PICKAWAY	Ashville
Verizon North	PICKAWAY	Circleville
Verizon North	PICKAWAY	Williamsport
Verizon North	PIKE	Beaver
Verizon North	PIKE	Idaho
Verizon North	PIKE	Piketon
Verizon North	PIKE	Waverly X
Verizon North	PORTAGE	Garrettsville
Verizon North	PREBLE	Gratis
Verizon North	PREBLE	Lewisburg
E	PREBLE	West Alexandria
Verizon North		
Verizon North	RICHLAND	Plymouth
Verizon North	SANDUSKY	Clyde
Verizon North	SANDUSKY	Gibsonburg
Verizon North	SANDUSKY	Helena
Verizon North	SCIOTO	Portsmouth X
Verizon North	SENECA	Attica
Verizon North	SENECA	Bettsville
Verizon North	SENECA	Bloomville
Verizon North	SENECA	Republic
Verizon North	STARK	Beach City
Verizon North	STARK	Brewster
A CHEOLUIN MAN		
Verizon North	STARK	Minerva

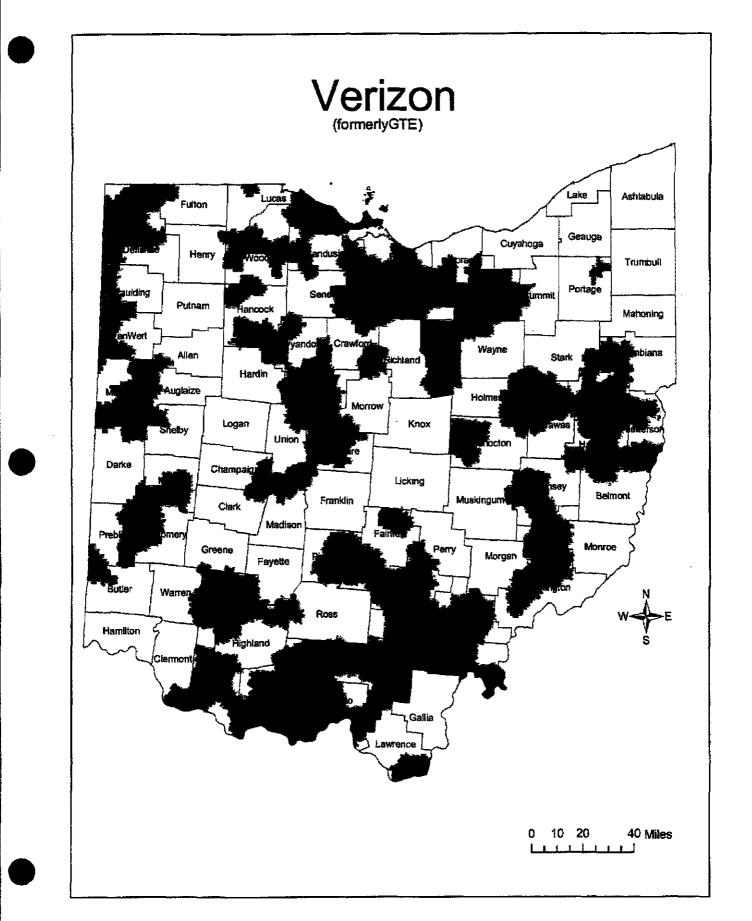
Verizon North	STARK	Wilmot
Verizon North	SUMMIT	Montrose [SUM]
Verizon North	TUSCARAWAS	Baltic
Verizon North	TUSCARAWAS	Bolivar
Verizon North	TUSCARAWAS	Mineral City
Verizon North	TUSCARAWAS	New Philadelphia
Verizon North	TUSCARAWAS	Strasburg
Verizon North	TUSCARAWAS	Sugarcreek
Verizon North	UNION	Plain City
Verizon North	UNION	Richwood
Verizon North	VAN WERT	Convoy
Verizon North	VAN WERT	Ohio City
Verizon North	VAN WERT	Scott
Verizon North	VAN WERT	Willshire-Wren
Verizon North	VINTON	McArthur
Verizon North	VINTON	Wilkesville
Verizon North	WASHINGTON	Barlow X
Verizon North	WASHINGTON	Beverly
Verizon North	WASHINGTON	Lowell X
Verizon North	WASHINGTON	Lowell X Lower Salem X
Verizon North	WASHINGTON	Watertown X
Verizon North	WAYNE	Burbank
Verizon North	WAYNE	Congress
Verizon North	WAYNE	Creston
Verizon North	WAYNE	West Salem
Verizon North	WILLIAMS	Bryan
Verizon North	WILLIAMS	Edgerton
Verizon North	WILLIAMS	Edon
Verizon North	WILLIAMS	Evansport
Verizon North	WILLIAMS	Montpelier
Verizon North	WILLIAMS	Pioneer
Verizon North	WILLIAMS	West Unity
Verizon North	WOOD	Bowling Green
Verizon North	WOOD	Grand Rapids
Verizon North	WOOD	Haskins-Tontogany
Verizon North	WOOD	North Baltimore
Verizon North	WOOD	Pemberville
Verizon North	WOOD	Wayne-Bradner
Verizon North	WOOD	Weston
Verizon North	WYANDOT	Carey
Verizon North	WYANDOT	Harpster
Verizon North	WYANDOT	Nevada
Verizon North	WYANDOT	Wharton

#### **EXHIBIT 25**

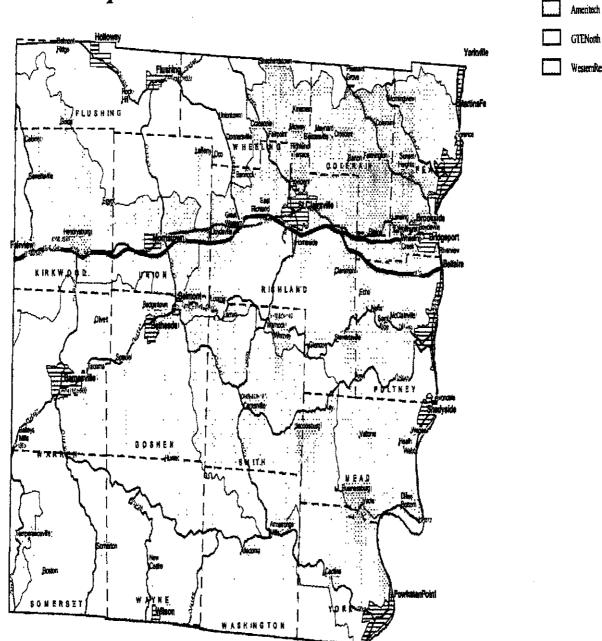
#### MAPS

Digital Connections concurs with the maps and legal descriptions filed with the Commission by SBC and Verizon. Attached hereto are maps depicting the serving areas which Digital Connections intends to offer service; the county maps detail the serving areas of the incumbent local exchange carriers.





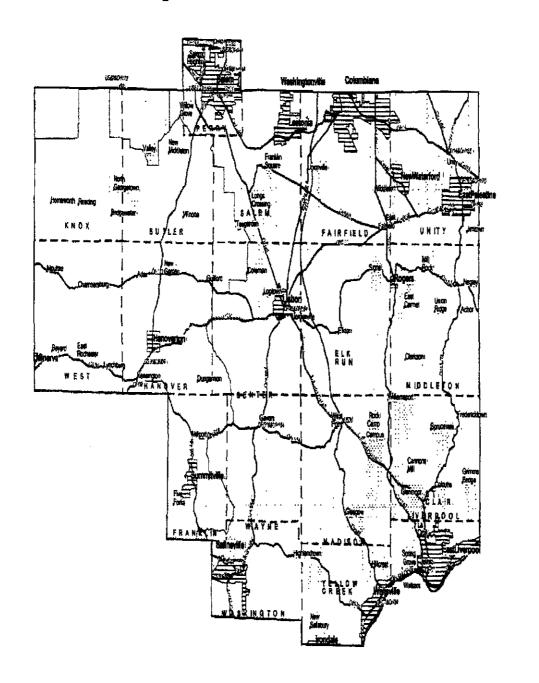
BelmontTelephoneServiceAreas



GTENorth

WesternReserve

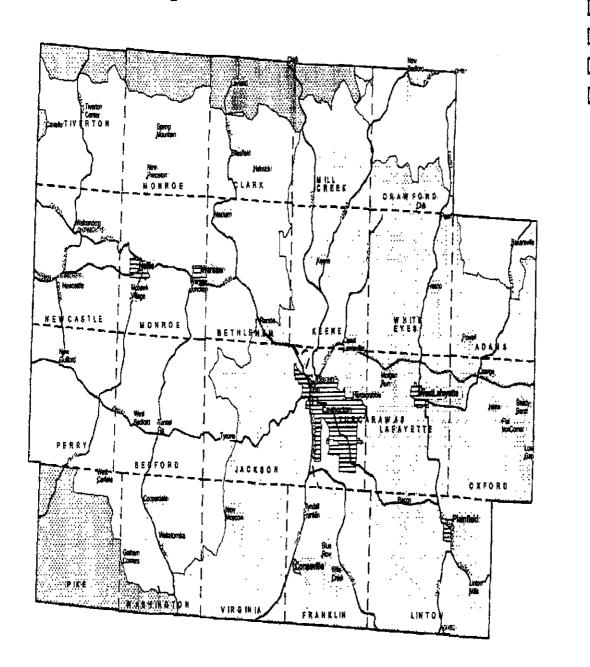
# Columbiana Telephone Service Areas

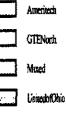


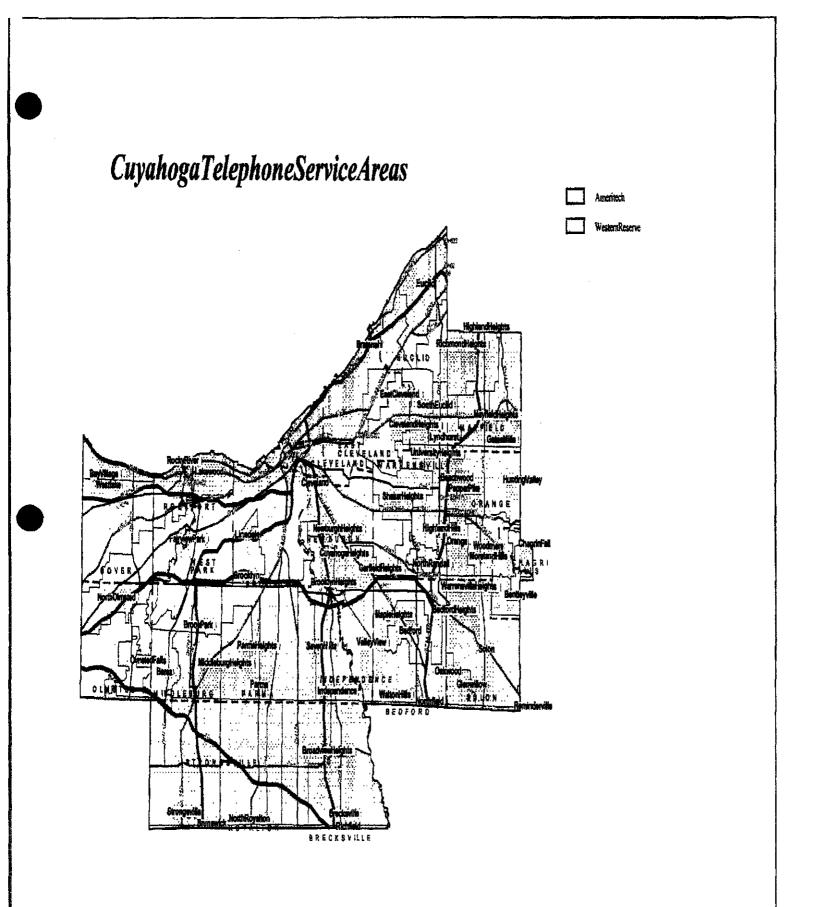
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UnitedofOhio

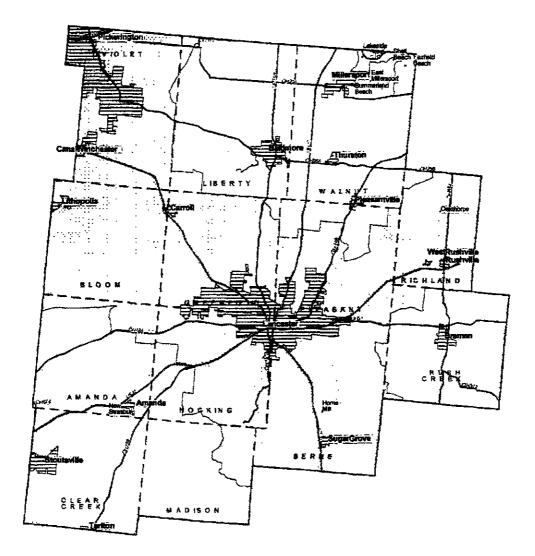
## Coshocton TelephoneServiceAreas







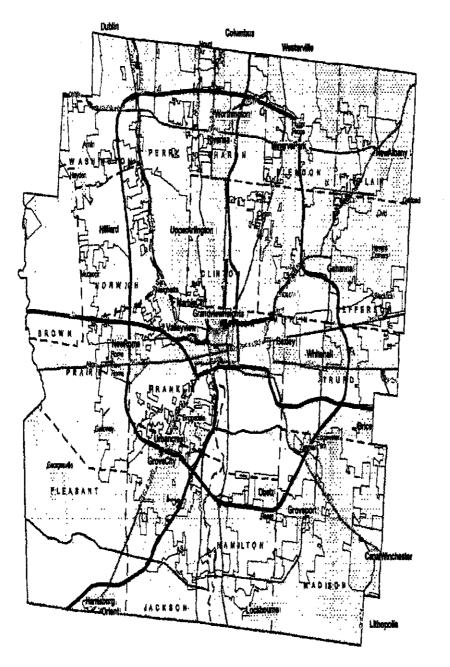
## FairfieldTelephoneServiceAreas



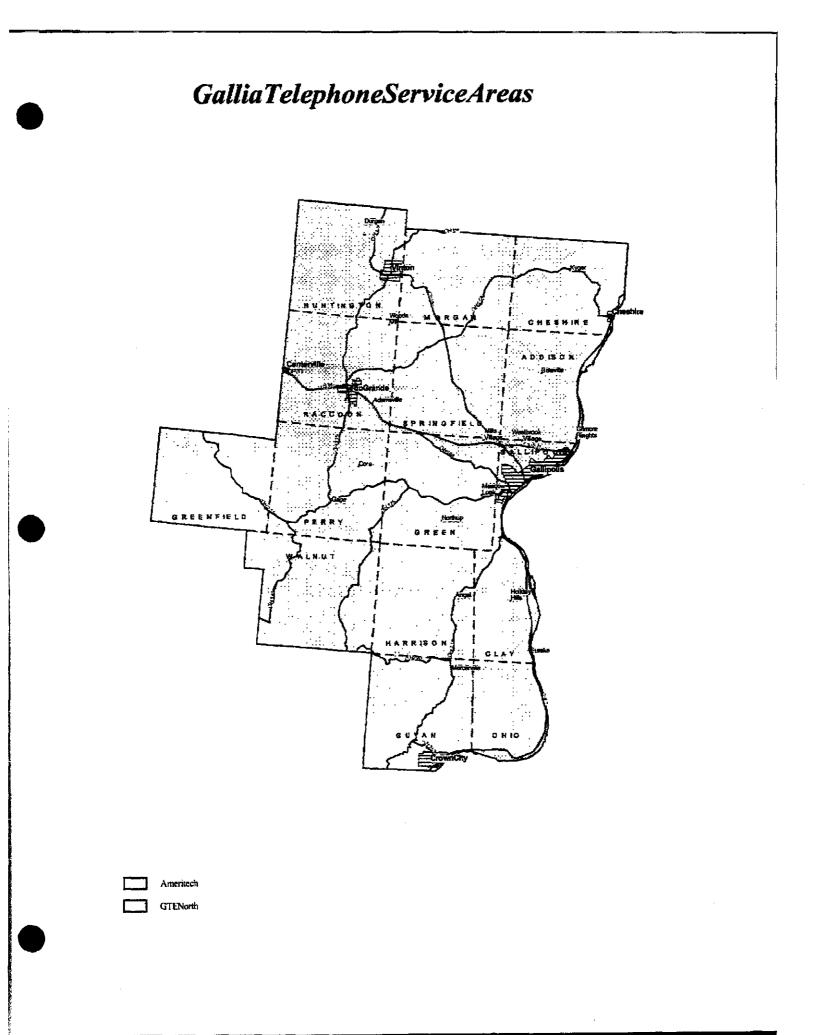
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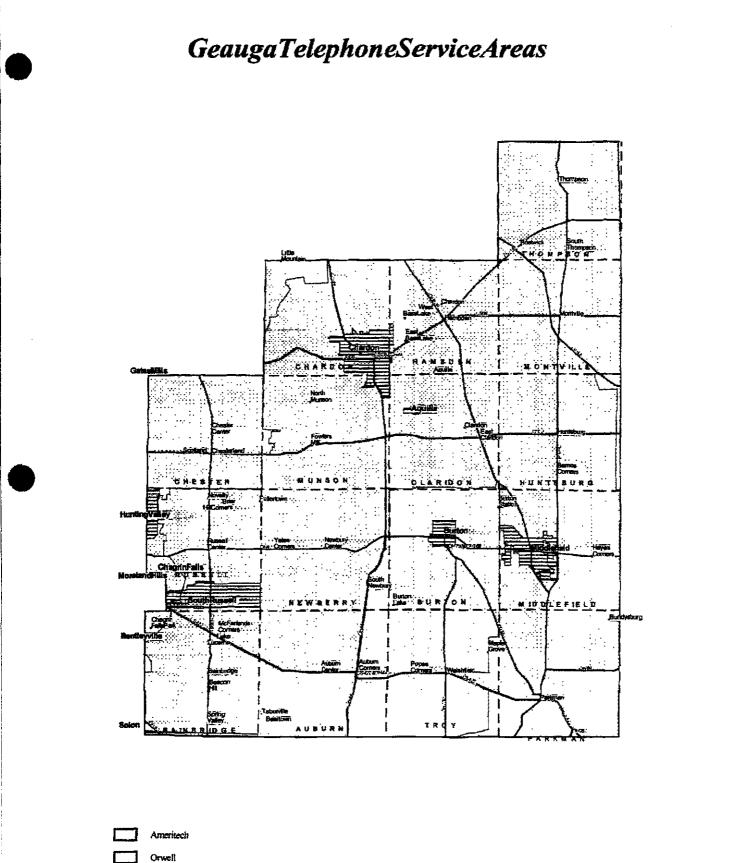
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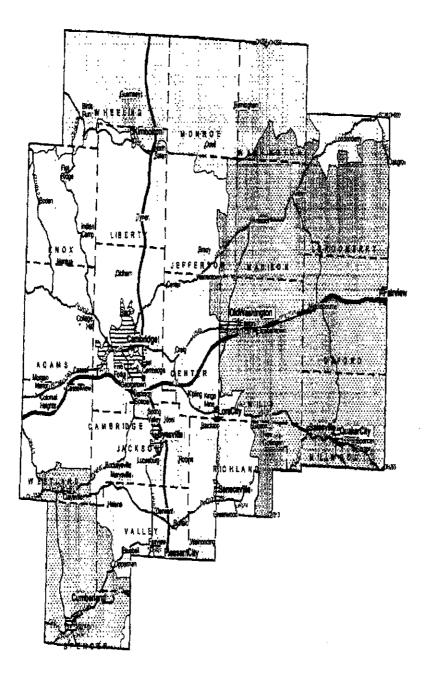






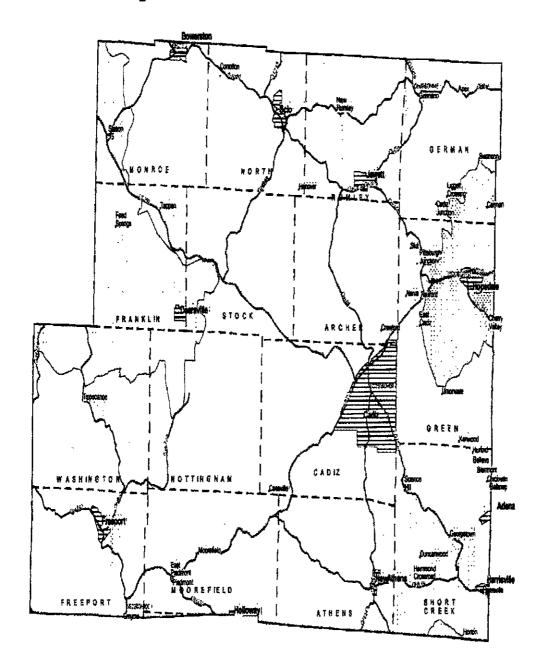
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WesternReserve

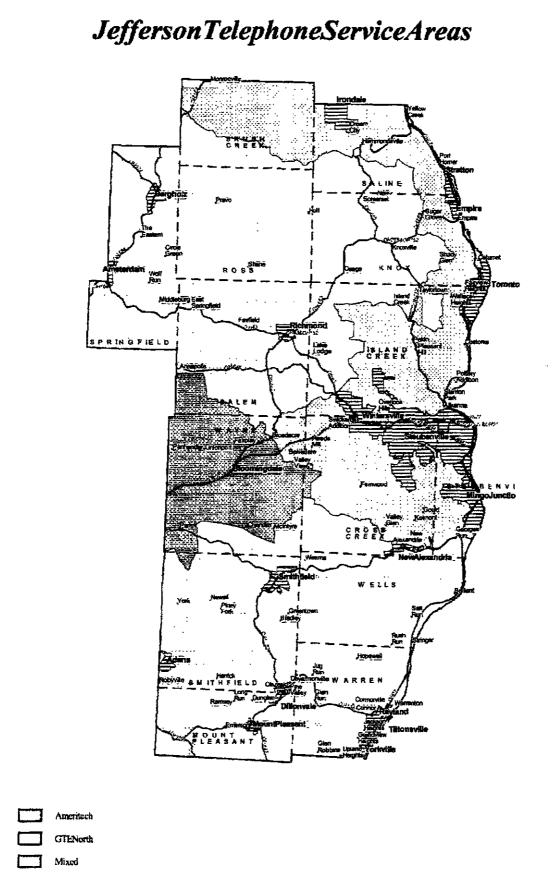




HarrisonTelephoneServiceAreas



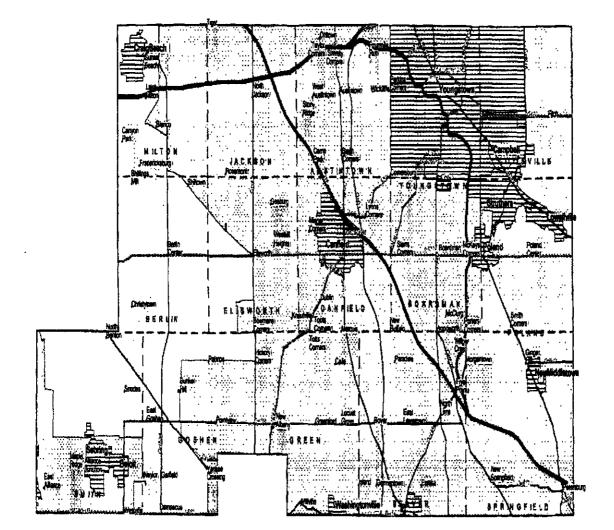
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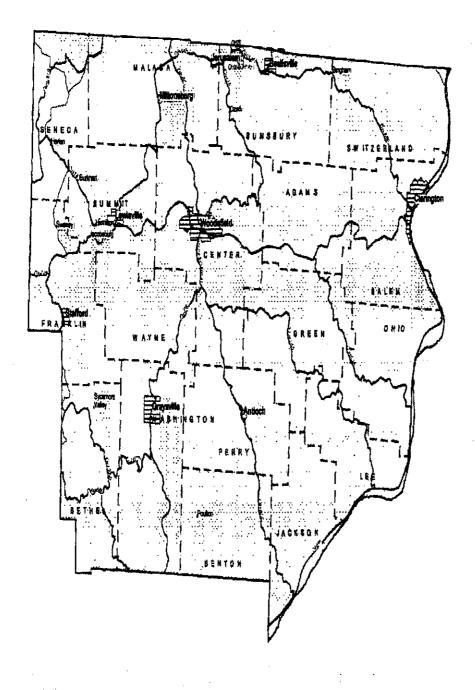
Mahoning Telephone Service Areas



Ameritech

UnitedofOhio

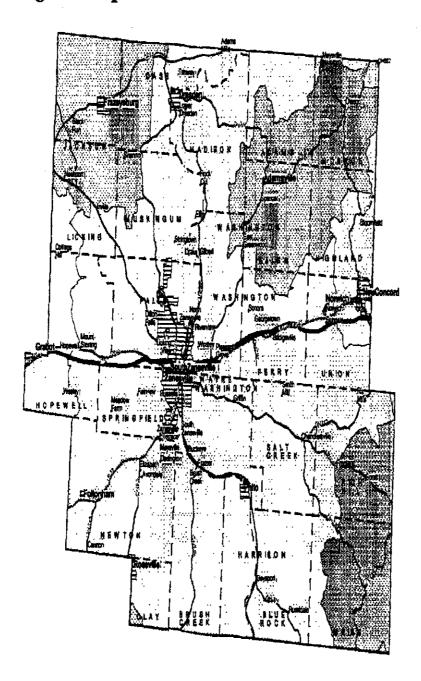
MonroeTelephoneServiceAreas





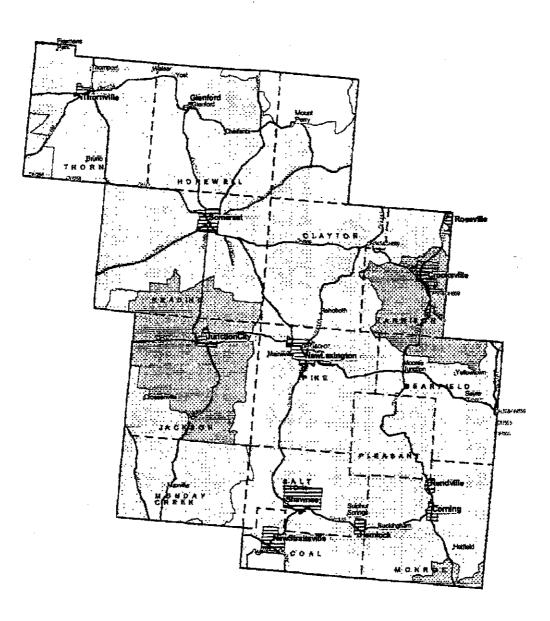
WesternReserve

Muskingum TelephoneServiceAreas

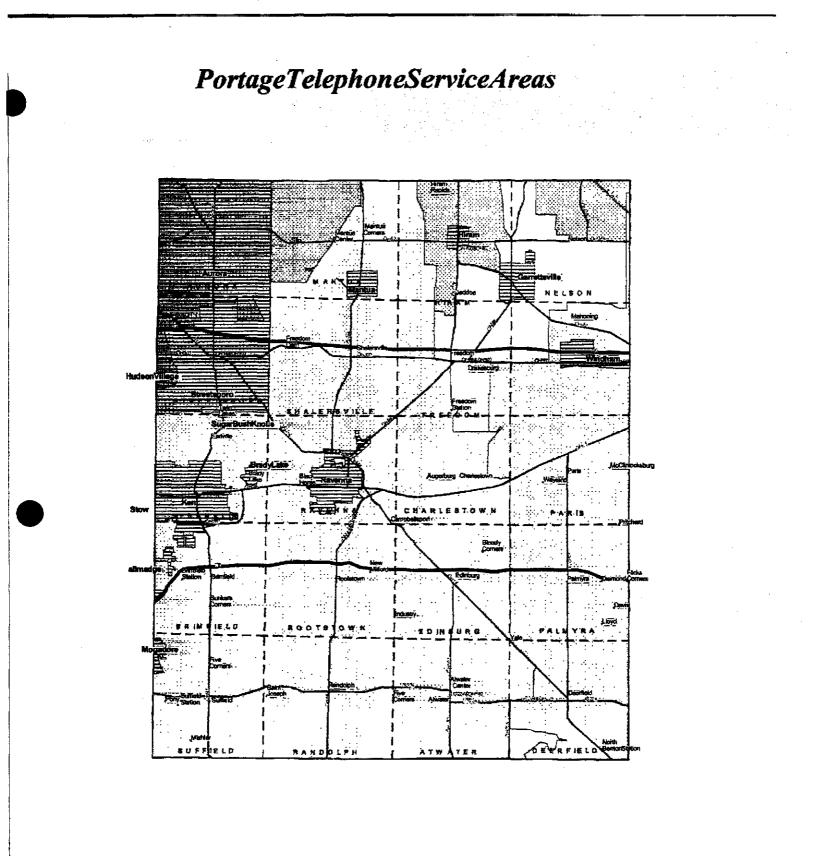




## **PerryTelephoneServiceAreas**







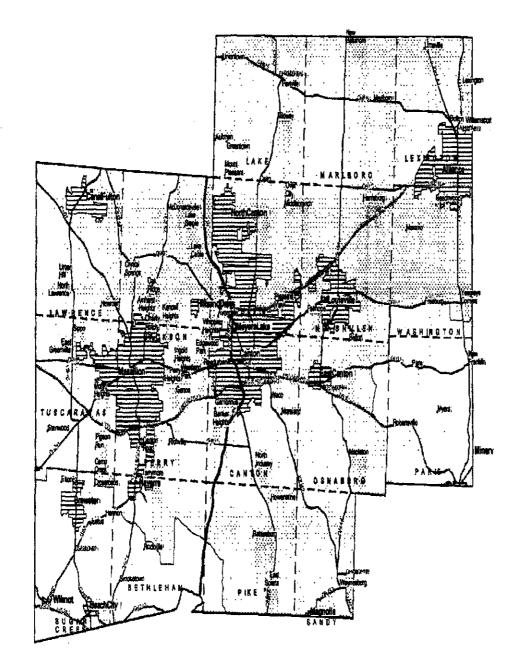
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GTENorth

UnitedofOhio

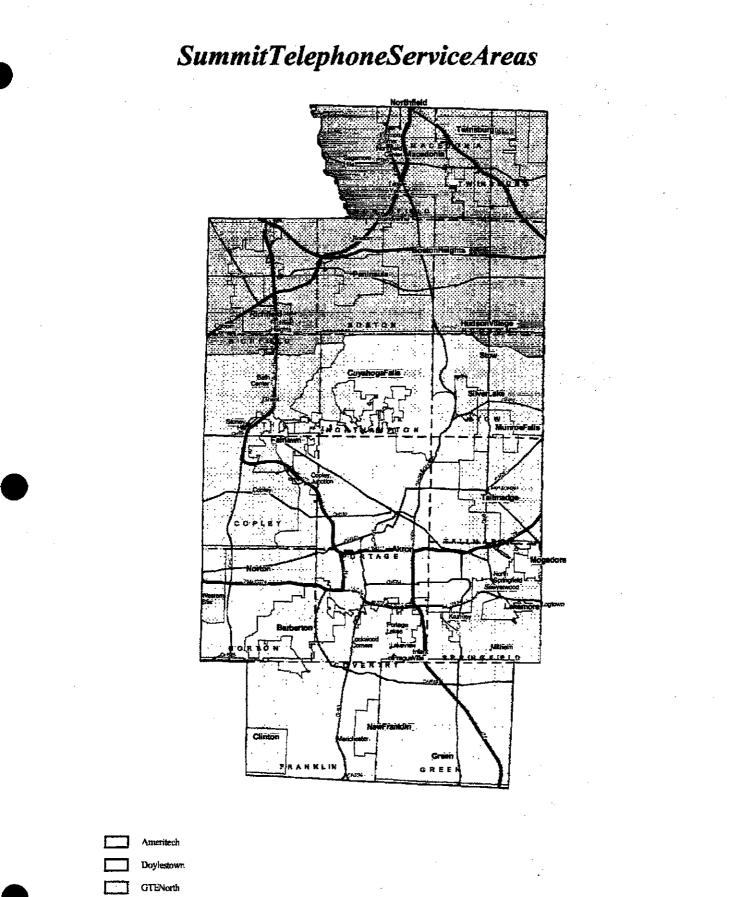
WesternReserve

StarkTelephoneServiceAreas

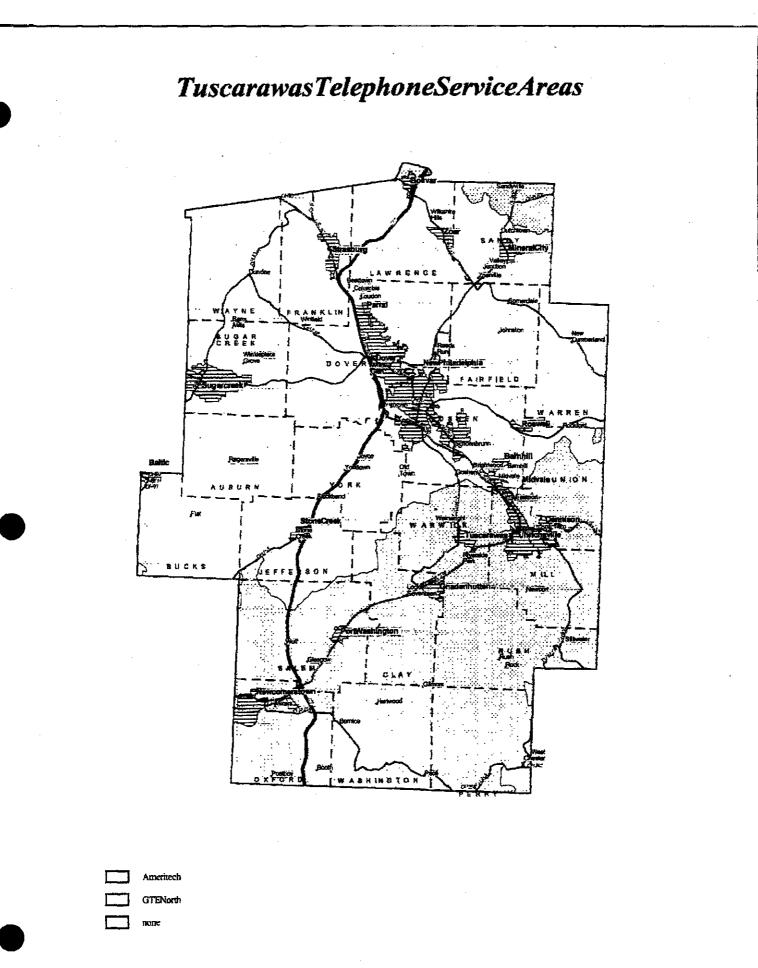


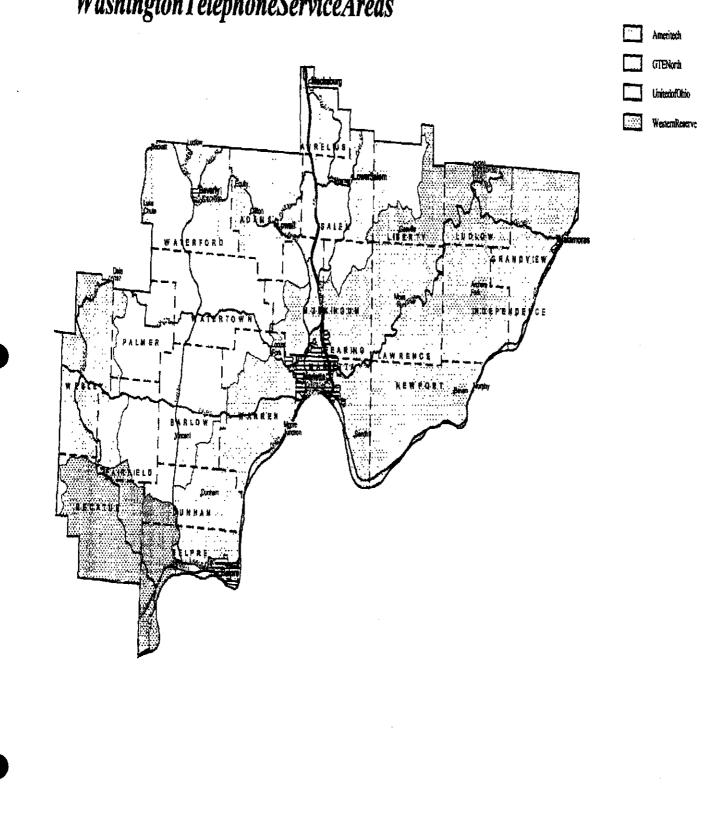


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WesternReserve





# Washington TelephoneServiceAreas

# **EXHIBIT 26**

# TELECOMMUNICATIONS APPLICATION FORM

NO	The Public Utilities Commission of Oh NICATIONS SUPPLEMENTAL APPL for CARRIER CERTIFICATION (Effective: 01/20/2011) (Pursuant to Case No. 10-1010-TP-ORD) TE: This SUPPLEMENTAL form must be used W MMUNICATIONS FILING FORM for ROUTINE PRO	ICATION FORM
In the Matter of the Application of <u>Digit</u> to <u>Certification</u> in the State of Oh	IO }	No. 03 - 1795- <b>TP</b> - ACE
Name of Registrant(s) Digital Conner DBA(s) of Registrant(s) Address of Registrant(s) <u>452</u> Casteel		
Motion for protective order included Motion for waiver(s) filed affecting th	with filing? [X Yes [] No is 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	
<b>Description of Services</b>	NOTE: All Facilities-Based ca	mers must file an Access Tariff
Service provisioned via Resale	Service provisioned via Facilities	Both Resold and Facilities-based
Description of Proposed Services	Statement about the provision of CTS services	Description of the 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 applicant intends to serve	s (e.g., residence, business) that the
<b>Business Requirements</b>		
Evidence of Registration with:	X Ohio Department of Taxation	Ohio Secretary of State <sup>1</sup> & Certificate of Good Standing
Documentation attesting to the applic	ant's financial viability, including the f	ollowing:

- X 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
- X 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 <u>1359</u>429

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

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

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

Explanation as to whether rates are derived through (check all applicable):

X interconnection agreement

X resale tariffs

X 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

- X A sample copy of the customer bill and disconnection notice the applicant plans to utilize.
- X Provide a copy of any customer application form required in order to establish residential service, if applicable.
- [X] For CLECs, List of Ohio ILEC Exchanges the applicant intends to serve (Use spreadsheet from: <u>http://www.puc.state.oh.us/puco/forms/form.cfm?doc\_\_id=357</u>)
- 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.

# 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 Digital Connections, Inc.
Company Address 452 Casteel Road Bruceton Mills, WV 26525
Company Web Address www.digitalconnections.net
Regulatory Contact Person_Timothy Wotring Phone_304-284-0779 Fax_304-379-2167
Regulatory Contact Person's Email AddressTimW@digitalconnections.net
Contact Person for Annual Report Luciana Lowe Phone 304-284-0779 Fax 304-379-2167
Consumer Contact Information Luciana Lowe Phone Fax
TRF Docket No. 03 - 1795 - TP - TRF
I. Company Type (Check all applicable):
Non-BLES CLEC IXC Other (explain)
II. <u>Services offered (Check all applicable):</u>
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):
□ Toll Presubscription
□ Intrastate Special and Switched Access Services to Carriers (facilities-based local carriers only)*
□ 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.

I am an officer/agent of the carrier/telephone company,\_

(Name)

, and am authorized to make statements on it behalf.

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.

(Signature and Title)

<u>3/4/14</u> (Date)

FILE The Public Utilities Commission of Ohio H-D39D-TP-ACE 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 not replace or supersede Commission rules in any way.	
In the Matter of the Application of <u>Digital Connections</u> , Inc to <u>Certification in the State of Ohio</u> ) TRF Docket No. 90 Case No. <u>03</u> - <u>1795-TP - ACE</u> NOTE: Unless you have reserved a Case #, leave the "Case No" field BLANK.	ls
Name of Registrant(s) Digital Connections, Inc	
DBA(s) of Registrant(s) Digital Connections, Inc of Ohio	
Address of Registrant(s) 452 Casteel Road Bruceton Mills WV 26525	
Company Web Address www.digitalconnections.net	
Regulatory Contact Person(s) <u>Timothy Wotring</u> Phone <u>304-284-0779Fax 304-379-2167</u>	
Regulatory Contact Person's Email Address TimW@digitalconnections.net	
Contact Person for Annual Report Luciana Lowe Phone 304-284-077	9
Address (if different from above)	
Consumer Contact Information Same as Above Phone	
Address (if different from above)	
Motion for protective order included with filing? X 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 <u>4901:1-6</u> OAC. Section III – Carrier to Carrier is Pursuant to <u>4901:1-7</u> OAC, and Wireless is Pursuant to <u>4901:1-6-24</u> 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	

FILE

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)
В	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).

2014 MAR IT PH12: 20 PUCO RECEIVED-DOCKETING DIV

# Section I - Part I - Common Filings

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

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

Certification	ILEC (Out of Territory)	CLEC X	Telecommunications Service Provider Not Offering Local	CESTC	CETC
* See Supplemental	ACE <u>1-6-08</u>	x ACE <u>1-6-08</u>	ACE <u>1-6-</u> 08	ACE <u>1-6-</u> 10	UNC <u>1-6-</u> 09
form	* (Auto 30- day)	*(Auto 30 day)	*(Auto 30 day)	(Auto 30 day)	*(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		ABN <u>1-6-26</u> (Auto 30 days)	ABN <u>1-6-26</u> (Auto 30 days)	
Change of Official Name *	ACN <u>1-6-29(B)</u>	ACN <u>1-6-29(B)</u>	CIO <u>1-6-29(C)</u>	
	(Auto 30 days)	(Auto 30 days)	(0 day Notice)	
Change in Ownership *	ACO <u>1-6-29(E)</u>	ACO <u>1-6-29(E)</u>	CIO <u>1-6-29(C)</u>	
	(Auto 30 days)	(Auto 30 days)	(0 day Notice)	
Merger *	AMT <u>1-6-29(E)</u>	AMT <u>1-6-29(E)</u>	CIO <u>1-6-29(C)</u>	
	(Auto 30 days)	(Auto 30 days)	(0 day Notice)	
Transfer a Certificate *	ATC <u>1-6-29(B)</u>	ATC <u>1-6-29(B)</u>	CIO <u>1-6-29(C)</u>	
	(Auto 30 days)	(Auto 30 days)	(0 day Notice)	
Transaction for transfer or lease of property, plant or business *	☐ ATR <u>1-6-29(B)</u>	ATR <u>1-6-29(B)</u>	CIO <u>1-6-29(C)</u>	
	(Auto 30 days)	(Auto 30 days)	(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	□ NAG <u>1-7-07</u> (Auto 90 day)	□ NAG <u>1-7-07</u> (Auto 90 day)
Request for Arbitration	ARB <u>1-7-09</u> (Non-Auto)	ARB <u>1-7-09</u> (Non-Auto)
Introduce or change c-t-c service tariffs,	ATA <u>1-7-14</u> (Auto 30 day)	ATA <u>1-7-14</u> (Auto 30 day)
Request rural carrier exemption, rural carrier suspension or modification	UNC <u>1-7-04</u> or 05 (Non-Auto)	
Changes in rates, terms & conditions to Pole Attachment, Conduit Occupancy and Rights- of-Way.	UNC 1-7-23(B) (Non-Auto)	
Wireless Providers See 4901:1-6-24	RCC [Registration & Change in Operations]	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, Digital Connections, InCand am authorized to make this statement on its behalf.
_Timothy Wotring(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) 3-le-1014 at (Location)
*(Signature and Title) Thank - V. hus (Date) 3/6/14
<ul> <li>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.</li> </ul>
VERIFICATION
I. Timothy Wotring 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)(Dat
*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

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