

April 6, 2016

# VIA ELECTRONIC FILING

Docketing Division Public Utilities Commission of Ohio 180 East Broad Street, 11<sup>th</sup> Floor Columbus, OH 43215

# Re: Mobilitie Management, LLC – *In the Matter of the Application of Mobilitie Management, LLC to Provide Facilities-Based Competitive Local Exchange Carrier Telecommunications Services* (Case No. 16-0721-TP-ACE)

Dear Sir or Madam:

On behalf of Mobilitie Management, LLC ("Mobilitie Management"), transmitted herewith is Mobilitie Management's Application to Provide Facilities-Based Competitive Local Exchange Carrier Telecommunications Services.

Please note that the financial information contained in **Exhibit G** of the Application has been submitted under separate seal pursuant to a Motion for a Protective Order in accordance with the Commission's rules.

Should you have any questions regarding this transmittal, please do not hesitate to contact the undersigned.

Respectfully submitted,

Michael P. Donahue Counsel for Mobilitie Management, LLC

Enclosures

**P** 703.714.1300 **F** 703.563.6222

# The Public Utilities Commission of Ohio TELECOMMUNICATIONS FILING FORM

(Effective: 9-2-2015)

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

In the Matter of the Application of <b>Mobilitie Management</b> ,	) TRF Docket No. 90
LLC to Provide Facilities-Based Competitive Local Exchange Carrier Telecommunications Services	<ul> <li>) Case No. <u>16</u> - <u>0721</u> - <b>TP</b> - <u>ACE</u></li> <li>) NOTE: Unless you have reserved a Case #, leave the "Case No" fields</li> <li>) BLANK.</li> </ul>
Name of Registrant(s) Mobilitie Management, LLC	
DBA(s) of Registrant(s) N/A	
Address of Registrant(s) 2220 University Drive, Newport B	each, CA 92660
Company Web Address www.mobilitie.com	
Regulatory Contact Person(s) Ethan Rogers	Phone (949) 999-5767 Fax (949) 274-7556
Regulatory Contact Person's Email Address ethan@mobilitie	: <u>.com</u>
Contact Person for Annual Report Karen Hyde	Phone (703) 714-1306
Address (if different from above) The Commpliance Group,	Inc., 1420 Spring Hill Road, Suite 400, McLean, VA 22102
Consumer Contact Information Chester Bragado	Phone (949) 999-5790
Address (if different from above)	
Motion for protective order included with filing? $\boxtimes$ Yes $\square$ Motion for waiver(s) filed affecting this case? $\square$ Yes $\boxtimes$ N	
Notes:	

Section I and II are Pursuant to Chapter  $\underline{4901:1-6}$  OAC. Section III – Carrier to Carrier is Pursuant to  $\underline{4901:1-7}$  OAC, and Wireless is Pursuant to  $\underline{4901:1-6-24}$  OAC. Section IV – Attestation.

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

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

(3) Information regarding the number of copies required by the Commission may be obtained from the Commission's web site at <u>www.puco.ohio.gov</u> 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.

Exhibit	Description:
Α	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.
С	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).

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

# Section I – Part I - Common Filings

Carrier Type Other (explain below)	<b>For Profit ILEC</b>	<b>Not For Profit ILEC</b>	
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.	$\Box ZTA 1-6-14(F)$ (0 day Notice)		
Introduce BLES or expand local service area (calling area)	ZTA <u>1-6-14(H)</u> (0 day Notice)	ZTA <u>1-6-14(H)</u> (0 day Notice)	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	$\Box \text{ TRF } \underline{1-6-14(F)}$ (0 day Notice)	$\Box \text{ TRF } \underline{1-6-14(F)(4)} \\ (0 \text{ day Notice})$	TRF <u>1-6-14(G)</u> (0 day Notice)
To obtain BLES pricing flexibility	$ \square BLS 1-6-14 (C)(1)(c) (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	•		$\Box \text{ TRF } 1-6-08(G)(0 \text{ day})$
BLES withdrawal			$\Box ZTA 1-6-25(B)$ (0 day Notice)
Other* (explain)			

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

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

	ILEC	CLEC	Telecommunications	CESTC	CETC
Certification	(Out of Territory)		Service Provider		
			Not Offering Local		
* See Supplemental	ACE <u>1-6-08</u>	X ACE <u>1-6-08</u>	ACE <u>1-6-08</u>	ACE <u>1-6-10</u>	UNC <u>1-6-09</u>
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> (Auto 30 days)	ACN <u>1-6-29(B)</u> (Auto 30 days)	$\Box CIO 1-6-29(C)$ (0 day Notice)
Change in Ownership *	ACO <u>1-6-29(E)</u> (Auto 30 days)	ACO <u>1-6-29(E)</u> (Auto 30 days)	$\Box CIO 1-6-29(C)$ (0 day Notice)
Merger *	AMT <u>1-6-29(E)</u> (Auto 30 days)	AMT <u>1-6-29(E)</u> (Auto 30 days)	CIO <u>1-6-29(C)</u> (0 day Notice)
Transfer a Certificate *	ATC <u>1-6-29(B)</u> (Auto 30 days)	ATC <u>1-6-29(B)</u> (Auto 30 days)	CIO <u>1-6-29(C)</u> (0 day Notice)
Transaction for transfer or lease of property, plant or business *	ATR <u>1-6-29(B)</u> (Auto 30 days)	ATR <u>1-6-29(B)</u> (Auto 30 days)	CIO <u>1-6-29(C)</u> (0 day Notice)

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

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

Carrier to Carrier	ILEC	CLEC
Interconnection agreement, or amendment to	□ NAG <u>1-7-07</u>	□ NAG <u>1-7-07</u>
an approved agreement	(Auto 90 day)	(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 days)	ATA <u>1-7-14</u> (Auto 30 days)
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.	ATA <u>1-3-04</u> (Auto 30 days)	
Wireless Providers See <u>4901:1-6-24</u>	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.

#### <u>AFFIDAVIT</u> Compliance with Commission Rules

I am an officer/agent of the applicant corporation, <u>Mobilitie Management,</u> <u>LLC</u> , and am authorized to make this statement on its behalf.

Christos Karmis

Please Check ALL that apply:

 $\square$  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) 443016 at (Location) NUPOR \*(Signature and Title) (Date)

• This affidavit is required for every tariff-affecting filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.

#### **VERIFICATION**

I. <u>Christos Karmis</u> 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)	(Date)
*Verification is required for every filing. It may be signed by counsel or an officiation of the second sec	er of the applicant, or an authorized agent of the
applicant.	

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

Public Utilities Commission of Ohio Attention: Docketing Division 180 East Broad Street, Columbus, OH 43215-3793 Or Make such filing electronically as directed in Case No 06-900-AU-WVR

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

(Effective: 01/20/2011) (Pursuant to Case No. 10-1010-TP-ORD) NOTE: This SUPPLEMENTAL form must be used WITH the TELECOMMUNICATIONS FILING FORM for ROUTINE PROCEEDINGS.

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Case No.16 - 0721 - TP - ACE

In the Matter of the Application of <u>Mobilitie</u> <u>Management, LLC</u> to Provide Facilities-Based Competitive Local Exchange Carrier Telecommunications Services

Name of Registrant(s) <u>Mobilitie Management, LLC</u> DBA(s) of Registrant(s) Address of Registrant(s) **2220 University Drive, Newport Beach, CA 92660** 

Motion for protective order included with filing?  $\boxtimes$  Yes  $\square$  No Motion for waiver(s) filed affecting this case?  $\square$  Yes  $\boxtimes$  No [Note: waiver(s) tolls any automatic timeframe]

# List of Required Exhibits

# Tariffs: (Include all that apply)

Interexchange Tariff	🖂 Local Tariff	CESTC Tariff			
	Carrier-to-Carrier (Access) Tariff				
Description of Services	NOTE: All Facilities-Based car	riers 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	(e.g., residence, business) that the			
Business Requirements					
Evidence of Registration with:	Ohio Department of Taxation	Ohio Secretary of State <sup>1</sup> & Certificate of Good Standing			
Documentation attesting to the applic	Occumentation attesting to the applicant's financial viability including the following:				

- An executive Summary describing the applicant's current financial condition, liquidity, and capital resources. Describe internally generated sources of cash and external funds available to support the applicant's operations that are the subject of this certification application.
- Copy of financial statements (actual and pro forma income statement and a balance sheet). Indicate if financial statements are based on a certain geographical area(s) or information in other jurisdictions
- Documentation to support the applicant's cash and funding sources.

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

- Documentation attesting to the applicant's technical and managerial expertise relative to the proposed service offering(s) and proposed service area
- List of names, addresses, and phone numbers of officers and directors, or partners.
- Documentation indicating the applicant's corporate structure and ownership
- Information regarding any similar operations in other states.

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

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):

interconnection agreement 🛛 🖾 retail tariffs

resale tariffs

- Explanation as to which service areas company currently has an approved interconnection or resale agreement.
- A notarized affidavit accompanied by bona fide letters requesting negotiation pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 and a proposed timeline for construction, interconnection, and offering of services to end users.

#### Documentation attesting to the applicant's proposed interactions with Customers

- A sample copy of the customer bill and disconnection notice the applicant plans to utilize.
- Provide a copy of any customer application form required in order to establish residential service, if applicable.
- For CLECs, List of Ohio ILEC Exchanges the applicant intends to serve (Use spreadsheet from: <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.

Affidavit
I am an authorized representative of the applicant corporation(Name)
and I am authorized to make this statement on its behalf. I attest that I have utilized the Telecommunications Supplemental Application Form for Carrier Certification provided by the Commission, and that all of the information submitted here, and all additional information submitted in connection with this case, is true and correct.
Executed on at
(Signature and Title) (Date)

# List of Exhibits

Exhibit A – Tariffs

- **Exhibit B** Description of Services
- Exhibit C Geographic Area Served
- **Exhibit D** Public Interest Statement
- **Exhibit E** Customer Class
- **Exhibit F** Corporate Documents
- **Exhibit G** Financial Viability
- **Exhibit H** Managerial Ability and Corporate Structure
- **Exhibit I** Verification of FCC Accounting Requirements Compliance
- **Exhibit J** Proposed Interactions with Other Carriers
- **Exhibit K** Proposed Interactions with Customers

# <u>Exhibit A</u>

Tariffs

Mobilitie Management, LLC

# TITLE SHEET

# COMPETITIVE LOCAL TELECOMMUNICATIONS SERVICES

This Tariff applies to the Local Competitive Facilities Based Intrastate Telecommunications Service furnished by Mobilitie Management, LLC ("Company"). This tariff is on file with the Public Utilities Commission of Ohio ("Commission"), and copies may be inspected, during normal business hours, at the Company's principal place of business.

Issued: April 6, 2016

Issued By: Christos Karmis, President Mobilitie Management, LLC 2220 University Drive Newport Beach, CA 92660 Effective: April 7, 2016

#### CHECK SHEET

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

<u>Sheet</u>	Revision	Sheet	Revision
1	Original	25	Original
2	Original	26	Original
3	Original	20	Original
4	Original	28	Original
5	Original	28	Original
6	Original	30	Original
7	Original	31	Original
8	Original	32	Original
9	Original	33	Original
10	Original	34	Original
11	Original	35	Original
12	Original	36	Original
13	Original	37	Original
14	Original	38	Original
15	Original	39	Original
16	Original	40	Original
17	Original	41	Original
18	Original	42	Original
19	Original		-
20	Original		
21	Original		
22	Original		
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24	Original		
	č		

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# **SYMBOLS**

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

- D Deleted or Discontinued Material
- I Change Resulting In A Rate Increase
- M Moved From Another Tariff Location
- N New Material
- R Change Resulting In A Rate Reduction
- T Change In Text Only, No Change In Rate

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Effective: April 7, 2016

# **TARIFF FORMAT**

- A. <u>Sheet Numbering</u> Sheet numbers appear in the upper-right corner of the sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff.
- B. <u>Sheet Revision Numbers</u> Revision numbers also appear in the upper-right corner of the sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, 4th Revised Sheet 14 cancels 3rd Revised Sheet 14.
- C. <u>Paragraph Numbering Sequence</u> There are various levels of paragraph coding. Each level of coding is subservient to its next higher level of coding. For example:
  - 2. 2.1. 2.1.1. 2.1.1.A. 2.1.1.A.1. 2.1.1.A.1.(a)
- D. <u>Check Sheets</u> When a tariff filing is made with the Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new sheets are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this sheet if these are the only changes made to it (*i.e.*, the format, etc., remains the same, just revised revision levels on some sheets). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current sheet on file with the Commission.

Issued: April 6, 2016

Issued By: Christos Karmis, President Mobilitie Management, LLC 2220 University Drive Newport Beach, CA 92660 Effective: April 7, 2016

# **SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS**

Access Line - An arrangement which connects the customer's location to a switching center or point of presence.

Authorized User - A person, firm, corporation, or any other entity authorized by the Customer to communicate utilizing the Company's service.

**Carrier or Company** - Whenever used in this tariff, "Carrier" or "Company" refers to Mobilitie Management, LLC, unless otherwise specified or clearly indicated by the context.

**Channel** – A communication path between two or more points of termination.

**Commission** - The Public Utilities Commission of Ohio.

**Customer** - The person, firm, corporation, or other entity which orders, cancels, amends, or uses service and is responsible for payment of charges and compliance with the Company's tariff.

**Customer Designated Premises** – The premises specified by the Customer for origination or termination of services.

**Dedicated Access** – Non-switched access between a Customer's premises and the point of presence of the Company's underlying carrier.

**Due Date** - The last day for payment without unpaid amounts being subject to a late payment charge.

**Exchange Access Line** - The serving central office line equipment and all plant facilities up to and including the Standard Network Interface.

**Facilities** – Any cable, poles, conduit, carrier equipment, wire center distribution frames, central office switching equipment, etc., used to provide services offered under this tariff.

**ILEC** - Incumbent Local Exchange Carrier.

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## SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (contd.)

**LEC** - Local Exchange Carrier.

**Local Exchange Services** - Telecommunications services furnished for use by end-users in placing and receiving local telephone calls within local calling areas.

**Premises** - The space occupied by an individual customer in a building, in adjoining buildings occupied entirely by that customer, or on contiguous property occupied by the customer separated only by a public thoroughfare, a railroad right of way or a natural barrier.

**Resold Local Exchange Service** - A service composed of the resale of exchange access lines and local calling provided by other authorized Local Exchange Carriers, in combination with Company-provided usage services, miscellaneous services or interstate/international services.

**Transmission Path** – An electrical path capable of transmitting signals within the range of the service offering. A transmission path is comprised of physical or derived facilities consisting of any form or configuration of plant used in the telecommunications industry.

**Issued:** April 6, 2016

Effective: April 7, 2016

# **SECTION 2 - RULES AND REGULATIONS**

### 2.1 Undertaking of the Company

- 2.1.1 Application of Tariff
  - 2.1.1.A This Tariff contains the regulations and rates applicable to intrastate communications services provided by Carrier for telecommunications between points within the State of Ohio. Carrier's services are furnished subject to the availability of facilities and subject to the terms and conditions of this Tariff. Service is available twenty-four (24) hours a day, seven (7) days a week.
  - 2.1.1.B The rates and regulations contained in this Tariff apply only to the services furnished by Carrier and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carrier for use in accessing the services of Carrier. Should Customers use such services to obtain access to services offered by other providers, the Company assumes no responsibility for such other service.
- 2.1.2 Terms and Conditions
  - 2.1.2.A. Except as otherwise provided herein, the minimum period of service is one calendar month. All payments for service are due by the date specified on the bill sent by the Company which may not be less than twenty-one (21) days after the date of the postmark on the bill. All calculations of dates set forth in this tariff shall be based on calendar days.

Should the applicable date fall on a Sunday or Federal holiday, the Customer will be permitted to make payment on the next regular business day.

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# **SECTION 2 - RULES AND REGULATIONS (cont'd)**

- 2.1.2.B At the expiration of any term specified in a Customer Service Agreement, or in any extension thereof, service shall continue on a month to month basis at the then current rates, unless terminated by either party upon proper written notice. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the Agreement and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the Agreement shall survive such termination.
- 2.1.2.C This tariff shall be interpreted and governed by the laws of the State of Ohio.
- 2.1.2.D Another telephone company must not interfere with the right of any person or entity to obtain service directly from the Company.
- 2.1.2.E The Customer has no property right to the telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the right, on sixty (60) days notice, to change such numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business.

# 2.2 Shortage of Equipment or Facilities

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

# **SECTION 2 - RULES AND REGULATIONS (cont'd)**

Issued: April 6, 2016

Effective: April 7, 2016

# 2.3 Use of Service

- 2.3.1 Services provided under this tariff may be used for any lawful purpose for which the service is technically suited.
- 2.3.2 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.
- 2.3.3 The Customer may not use the services so as to interfere with or impair service over any facilities or associated equipment, or so as to impair the privacy of any communications over such facilities and associated equipment.

# 2.4 Liabilities of the Company and Indemnification

- 2.4.1 The liability of the Company for damages arising out of the furnishing of these services, including but not limited to mistakes, omissions, interruptions, delays, or errors or other defects, representation, or use of these services or arising out of the failure to furnish the service, whether caused by acts of commission or omission, shall not exceed the applicable charges under this Tariff for such service. The Company will not be liable for any special, consequential, exemplary or punitive damages a Customer may suffer, whether or not caused by the intentional acts or omissions or negligence of the Company's employees or agents.
- 2.4.2 The Company shall not be liable for loss or damage sustained by reason of failure in or breakdown of facilities or equipment provided by third parties not under its control. In no event shall the Company's liability for any failure, breakdown or interruption in services exceed the charges applicable under this Tariff for such service.
- 2.4.3 The company shall not incur any liability, direct or indirect, to any person who dials or attempts to dial, the digits "9-1-1" or to any other person who may be affected by the dialing of the digits "9-1-1."

Issued: April 6, 2016

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## **SECTION 2 - RULES AND REGULATIONS (cont'd)**

- 2.4.4 The Company shall not be liable for any failure of performance due to causes beyond its control, including but not limited to, acts of God, fires, lightning, floods or other catastrophes; any law, order, regulations, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies, insurrections, riots or wars, strikes, lockouts, work stoppage or other labor difficulties, any failure of local exchange company lines or delays caused by the underlying local exchange company or the Customer or end-user.
- 2.4.5 The Customer is required to notify the Company of any changes to Customer's equipment, including software controlling the equipment's function. The Company is not liable for interruptions in service caused by Customer's failure to notify the Company prior to any change.
- 2.4.6 The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided.
- 2.4.7 The Company shall not be liable for any damages resulting from delays in meeting any service dates due to delays associated with normal construction procedures of its underlying carrier(s). Such delays shall include, but not be limited, to delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of-way approvals, and delays in actual construction work.

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## **SECTION 2 - RULES AND REGULATIONS (cont'd)**

The Company may undertake to use reasonable efforts to make available services to a customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this Tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.

- 2.4.8 The Company is not liable for any defacement of or damage to the Premises of a Customer (or authorized or Joint User) resulting from the furnishing of services or equipment of such Premises or the installation or removal thereof, when such defacement or damage is not the result of negligence or willful misconduct on the part of agents or employees of the Company.
- 2.4.9 The Company shall not be liable for any damages whatsoever associated with service, facilities, or equipment which the Company does not furnish or for any act or omission of Customer or any other entity furnishing services, facilities or equipment used for or in conjunction with Company services provided hereunder.
- 2.4.10 THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

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### **SECTION 2 - RULES AND REGULATIONS (cont'd)**

- 2.4.11 The Company shall not be liable and shall be indemnified and saved harmless by any customer, end user, or other entity from all loss, claims, demands, suits or other action or any liability whatever, whether suffered, made, instituted, or asserted by any Customer, end user, or other entity for any personal injury to, or death of, any person or persons, and for any loss, damage, defacement or destruction of the Premises of any Customer, end user or any other entity or any other property whether owned or controlled by the Customer, end user, or others, caused or claimed to have been caused, directly or indirectly, by any act or omission of the Customer, end user, or others or by any installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of facilities or equipment provided by the Company which is not the direct result of the Company's negligence. No agents or employees of any other entity shall be deemed to be the agents or employees of the Company.
- 2.4.12 The Customer and any Authorized Users or Joint Users, jointly and severally, shall indemnify and save the Company harmless from claims, loss, damage, expense (including attorneys' fees and court costs), or liability for libel, slander, or copyright infringement arising from the use of the service; and from claims, loss, damage, expense or liability for patent infringement arising from (1) combining with, or using in connection with facilities the Company furnished, facilities the Customer furnished, Authorized User, or Joint User furnished, or (2) use of facilities the Company furnished in a manner the Company did not contemplate and over which the Company exercises no control; and from all other claims, loss, damage, expense (including attorneys' fees and court costs), or liability arising out of any commission or omission by the Customer, Authorized User, or Joint User in connection with the service. In the event that any such infringing use is enjoined, the Customer, Authorized User, or Joint User, at its option and expense shall obtain immediately a dismissal or stay or such injunction, obtain a license or other agreement so as to extinguish the claim of infringement, terminate the claimed infringing use, or modify such combination so as to avoid any such infringement. In addition and without limitation, the Customer, Authorized

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# **SECTION 2 - RULES AND REGULATIONS (cont'd)**

User, or Joint User shall defend, on behalf of the Company and upon the request by the Company, any suit brought or claim asserted against the Company for any such slander, libel infringement or other claims.

# 2.5 Equipment

The Company's service may be used with or terminated in Customer-provided terminal equipment or Customer-provided communications systems, such as a PBX, key systems or Pay Telephone. Such terminal equipment shall be furnished and maintained at the expense of the Customer, except as otherwise provided. The Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company's service. The Customer is responsible for ensuring that customer-provided equipment connected to Company equipment or facilities is compatible with such equipment or facilities.

# 2.6 Alternative Telephone Service

- 2.6.1 Alternative Telephone Service is defined as, except where technology impracticable, a wireless telephone capable of making local calls, and may also include, but is not limited to, call forwarding, voice mail, or paging services.
- 2.6.2 When alternative telephone service is appropriate, the customer may select one of the alternative telephone services offered by the Company. The alternative telephone service shall be provided at no cost to the customer for the provision of local service.

# 2.7 Installation

2.7.1 Service is installed upon mutual agreement between the Customer and the Company. The service agreement does not alter rates specified in this tariff.

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### **SECTION 2 - RULES AND REGULATIONS (cont'd)**

- 2.7.2 If the Company fails to keep a scheduled repair or installation appointment when a customer premises visit requires a customer to be present, the Company shall credit the customer \$50 per missed appointment. A credit does not apply when the Company provides the customer with 24-hour notice of its inability to keep the appointment. The 24-hour notice period shall be construed to mean twenty-four (24) hours notice by the end of each four (4) hour window the day before the scheduled appointment.
- 2.7.3 Credits New Service Installation Delays
  - 2.7.3.A The Company shall install basic local exchange service within five (5) business days after receipt of an order from the customer unless the customer requests an installation dated that is beyond five (5) business days after placing the order for basic service. (If the Company offers basic local exchange service utilizing the network of network elements of another carrier shall install new lines for basic local exchange service within three (3) business days after provisioning has been completed by the other carrier.)
  - 2.7.3.B If the Company fails to install basic local service within five (5) business days, the Company will waive 50% of any installation charges.
  - 2.7.3.C If the Company fails to install service within ten (10) business days after the service application is placed, or fails to install service within five (5) business days after the customer's requested installation date, if the requested date was more that five (5) business days after the date of the order, the Company shall waive 100% of the installation charge, or in the absences of an installation charge, the Company shall provide a credit of \$50.

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# **SECTION 2 - RULES AND REGULATIONS (cont'd)**

- 2.7.3.D For each day that the failure to install service continues beyond the initial ten (10) business days, or beyond five (5) business days after the customer's requested installation date, which ever is greater, the Company will either provide alternative telephone service or an additional credit of \$20 per day, at the Customer's option until service has been installed.
- 2.7.3.E The customer shall be notified that he or she may choose alternative telephone service or an additional credit of \$20 per day when installation is delayed continues beyond the initial ten (10) business days, or beyond five (5) business days after the customer's requested installation date, if the requested date was more than five (5) business days after the date of the order, so the customer can exercise his/her option. In the absence of an election by the customer, the customer shall receive \$20 per day.
- 2.7.3.F If installation of service is requested on or by a date more that 5 business days in the future, the Company shall install service by the date requested.
- 2.7.3.G The terms of this section do not apply where Customer's service requires new or additional construction, including deployment of fiber or other facilities; regulatory, rights-of-way or other approvals; or the action or involvement of any third-party beyond the Company's control.
- 2.7.4 At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours. In such case, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours, but at the Customer's request, extends beyond regular business hours into time period including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

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# **SECTION 2 - RULES AND REGULATIONS (cont'd)**

- 2.7.5 The provision of any services herein are subject to and contingent upon the company obtaining and retaining such approvals, consents, governmental authorizations, licenses and permits, and may be required to be deemed necessary by the Company. The Company shall use reasonable efforts to obtain and keep in effect all such approvals, consents, authorizations, licenses, and permits that may be required to be obtained by it. The Company shall be entitled to take, and shall have no liability whatsoever for, any action necessary to bring the services into conformance with any rules, regulations, orders, decisions, or directives imposed by the Public Utilities Commission of Ohio or other applicable agency, and Customer shall fully cooperate in and take such action as may be requested by the Company to comply with any such rules, regulations, orders, decisions or directives.
- 2.7.6 If the Company requires an outside plant build out or modification to provide service to the Customer the Company will notify the Customer of the need for the build out and an estimate of how soon the outside plant build out can be completed. If the Company determines that the outside plant build out is not possible or practical the Company will refer the customer to the ILEC for service since the Company, unlike the ILEC, does not receive funding from the Universal Service Fund or other such government related funds.

# 2.8 Establishing Credit

- 2.8.1 The Company, in order to assure the payment of its charges for service, may require applicants and customers to establish and maintain credit.
- 2.8.2 Applicants for Service
  - 2.8.2.A The Company may refuse to furnish service to an applicant that has not established credit or has not paid charges for service of the same classification previously furnished by the Company at the same or another address, until arrangements suitable to the Company have been made to pay such charges.

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### **SECTION 2 - RULES AND REGULATIONS (cont'd)**

- 2.8.2.B Business service applicants may establish credit by meeting the requirements of the Company's Business Credit Evaluation Plan.
- 2.8.2.C If verification of an applicant's credit is required, the Company will permit service to be installed upon the advance payment by the applicant of an amount equal to applicable service charges and initial nonrecurring charges applicable for service installation plus the estimated amount of the applicant's monthly bill for service. Such advance payment will be credited to the applicant's service account but does not relieve the applicant of his responsibility to subsequently establish credit in accordance with the rules.
- 2.8.2.D If credit is not established, the Company may disconnect the service not sooner than five (5) days after delivery or eight (8) days after mailing of written notice of intention to disconnect.
- 2.8.2.F When a customer's service has been disconnected in accordance with the above, service will not be reconnected until the customer has established credit.
- 2.8.3 Customers
  - 2.8.3.A A customer may be required to reestablish credit by the payment or increase of a cash deposit in accordance with the Deposit section when any of the following conditions occur:
    - During the first twelve (12) months that a customer receives service, the customer pays late four (4) times or has service disconnected by the Company for nonpayment two times.

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# **SECTION 2 - RULES AND REGULATIONS (cont'd)**

- After the first twelve (12) months that the customer has received service, the customer has had service disconnected twice by the Company within a twelve (12) month period or the Company provides evidence that the customer used a device or scheme to obtain service without payment.
- After the first twelve (12) months that a customer has received service, the customer pays late at least six (6) times during any twelve (12) month period.
- 2.8.3.B Payment by the customer of delinquent bills may not of itself relieve the customer from the obligation of establishing credit.
- 2.8.3.C The Company will make its request for a deposit within forty-five (45) days after the event giving rise to the request takes place.

# 2.9 Deposits

The Company may also require a security deposit before service is restored (along with the payment of overdue charges) from the Customer whose service has been discontinued for nonpayment of overdue charges.

The fact that a security deposit has been made in no way relieves the Customer from the prompt payment of bills upon presentation.

# 2.9.1 Amount of Deposit

The amount of the cash deposit may not exceed four (4) month's estimated usage for customers.

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# **SECTION 2 - RULES AND REGULATIONS (cont'd)**

2.9.2 Payment of Deposits

The company may request that a maximum of 1/3 of the amount of the requested deposit from any customer be paid within twelve (12) days after the date of the request for deposit. An applicant may be requested to pay no more than 1/3 of the deposit amount prior to the establishment of service. At least two (2) billing periods shall be allowed for the balance of the deposit. A customer or applicant may, at their option, pay the deposit on a more expedited schedule.

# 2.9.3 Refund of Deposit

Deposits plus interest will automatically be refunded after being held for twelve (12) months so long as:

- The customer has paid any past due bill for service owed to the company;
- Service has not been discontinued for nonpayment;
- The customer has not paid late four (4) times, or
- The company has not provided evidence that the customer used a device or scheme to obtain service without payment.
- 2.9.4 Adjustments to Deposit

If subsequent payment or usage patterns change, the Company may request an increase in or resubmission of the security deposit as appropriate.

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# **SECTION 2 - RULES AND REGULATIONS (cont'd)**

2.9.5 Interest to be Paid on Deposits

Interest at the percentage rate determined annually by the Commission shall be paid by the Company on all deposits made for the purpose of establishing credit but in no case shall interest be allowed for a period extending beyond the date of refund or the date service is terminated, whichever date is earlier. Interest shall be computed from the date of payment of the deposit and shall be paid to the customer as follows:

- By credit to the customer's account annually, or
- By payment, no more than once in any twelve (12) months' period, when requested by the customer, or
- By adding the accrued interest to the amount of the deposit at the time such deposit is refunded or applied to an unpaid bill of the customer.
- 2.9.6 Records of Deposits

The Company shall maintain records of deposits together with interest, which collectively will show all transaction pertaining to each deposit. The Company shall provide the applicant or customer with a Deposit Receipt for any deposit received. The receipt will show the customer's name, service address, serial number, type of service, amount of deposit, rate of interest, date received, Company's name, and a statement of the conditions under which the deposit will be refunded.

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# **SECTION 2 - RULES AND REGULATIONS (cont'd)**

### 2.10 Payment for Services

- 2.10.1 The due date printed on the bill will be at least twenty-one (21) days after the date of the postmark on the bill, if mailed, or the date of delivery as shown on the bill if delivered by other means. Customers may pay for service by check, draft or other negotiable instrument denominated in U.S. dollars acceptable to the company or in United States currency.
- 2.10.2 The Customer is responsible for payment of all charges for services furnished to the Customer or to an Authorized User of the Customer by the Company. All charges due by the Customer are payable to the Company or to any agency duly authorized to receive such payments.
- 2.10.3 Billing inquiries may be directed to the Company at the number on the customer bill. When a customer disputes a particular bill, the company shall not discontinue service for nonpayment so long as the customer pays the undisputed portion of the bill; pays all future periodic bills by the due date; and enters into discussions with the company to settle the dispute with dispatch. No late payment charge shall be charged on any disputed bill paid within fourteen (14) days of resolution of the dispute if the complaint was filed before the bill became past due.
- 2.10.4 In the event a customer pays a bill as submitted by the Company and the billing is later found to be incorrect due to an error either in charging more than the published rate, in measuring the quantity or volume of service provided, or in charging for the incorrect class of service, the company will refund the overcharge with interest from the date of overpayment by the Customer.

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# **SECTION 2 - RULES AND REGULATIONS (cont'd)**

### 2.11 Deferred Payment Agreements

- 2.11.1 All applicants for service who have failed to make payment under such a plan during the past twelve (12) months, who are indebted to the Company for past due utility service, may have the opportunity, at the discretion of the company, to make such arrangements.
- 2.11.2 The terms and conditions of a Deferred Payment Agreement will be in writing and will be determined by the Company after consideration of the size of the past due account, the customer's or applicant's ability to pay, the customer's or applicant's payment history, reasons for delinquency, and any other relevant factors relating to the circumstance of the customer's or applicant's service.
- 2.11.3 An applicant for service or a customer will be required to pay no more than 1/3 of the amount past due at the time of entering into the Deferred Payment Agreement. The Company will allow the customer or applicant a minimum of four (4) months and a maximum of twelve (12) months in which to complete payment pursuant to this Agreement.
- 2.11.4 A Deferred Payment Agreement will be in writing, with a copy provided to the applicant or customer, and will explain that the customer is required to pay all future bills by the due date and provide the terms of the agreement as to how the delinquent amount is to be retired.

# 2.12 Taxes

All state and local taxes (including but not limited to franchise fees, excise tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates. The Customer is responsible for the payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated) excluding taxes on the Company's net income assessed in conjunction with service used. Any taxes imposed by a local jurisdiction (*e.g.*, county and municipal taxes) will only be recovered from those Customers residing in the affected jurisdictions.

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# **SECTION 2 - RULES AND REGULATIONS (cont'd)**

## 2.13 Late Payment Charge

The Company will assess a late payment charge equal to the amount prescribed in this tariff.

# 2.14 Cancellation by Customer

Customer may cancel service by providing written or oral notice to the Company.

# 2.15 Interconnection

Service furnished by the Company may be connected with the services or facilities of other carriers or enhanced service providers. The Customer is responsible for all charges billed by these entities for use in connection with the Company's service. Any special interface equipment or facilities necessary to achieve compatibility between these entities is the responsibility of the Customer. Neither the Company nor any connecting carrier participating in a service shall be liable for any act or omission of any other company or companies furnishing a portion of such service.

# 2.16 Termination of Service by Carrier

- 2.16.1 The Company may discontinue or refuse service for any of the reasons set forth below:
  - For failure to make or increase a deposit as set forth herein.
  - For failure to pay a past due bill owed to the Company, including one for the same class of service furnished to the applicant or customer at the same or another location, or where the applicant or customer voluntarily assumed, in writing, responsibility for the bills of another applicant or customer.

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# **SECTION 2 - RULES AND REGULATIONS (cont'd)**

- For failure to provide company representatives with necessary access to the company-owned service equipment, after the Company has made a written request for access.
- For failure to make payment in accordance with the terms of a deferred payment arrangement;
- The Company has reason to believe that a customer has used a device or scheme to obtain service without payment and where the company has so notified the customer prior to disconnection.
- For violation of or noncompliance with a Commission order.
- For violation of or noncompliance with any rules off the company on file with the Commission for which the company is authorized by tariff to discontinue service for violation or noncompliance on the part of the customer or user.
- For violation of or noncompliance with municipal ordinances and/or other laws pertaining to service.
- The Customer's use of equipment adversely affects the Company's service to others. This disconnection may be done without notice to the Customer or user.
- Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- Upon any governmental prohibition, or required alteration of the services to be provided or any violation of any applicable law or regulation, the Company may immediately discontinue or suspend service without incurring any liability.

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# **SECTION 2 - RULES AND REGULATIONS (cont'd)**

- 2.16.2 The following will not constitute sufficient cause for discontinuance or refusal of service:
  - Except as set forth in Section 2.16.1. above, failure to pay the past due bill of a previous customer of the premises to be served, unless the applicant for service voluntarily signed a form agreeing to assume responsibility for the bills of the previous customer, or the previous customer is currently a member of the same household as the applicant.
  - Failure to pay charges for directory advertising.
  - Failure to pay the past due bill for a different class of service (where applicable).
  - Failure to pay charges for terminal equipment or other telephone equipment purchased from the Company, an affiliate, or a subsidiary.
- 2.16.3 Discontinuance Procedures
  - The Company will only discontinue service after it has mailed or delivered a written notice of discontinuance. Service will not be discontinued until at least five (5) days after delivery of this notice or eight (8) days after the postmark date on a mailed notice. The notice of discontinuance will be delivered separately from any other written matter or bill.
  - Notice of discontinuance will not be mailed before the third business day following the due date shown on the bill.
  - Notice of discontinuance will remain in effect for twenty (20) days beyond the date of discontinuance shown on the notice. The Company will not discontinue service beyond the twenty (20) day period until at least five (5) days after delivery of a new written notice of discontinuance or eight (8) days after the postmark on a mailed notice.

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## **SECTION 2 - RULES AND REGULATIONS (cont'd)**

- In addition to the written notice, the company shall attempt to advise the customer when service is scheduled for discontinuance. The company shall not deliver more than two consecutive notices of discontinuance for past due bill without engaging in collection activity with the customer.
- Service will not be discontinued for a past due bill after 12:00 p.m. on a day before or on any Saturday, Sunday, legal holiday recognized by the State of Ohio, or any day when the utility's business offices are not open. Services will be discontinued only between the hours of 8:00 a.m. and 2:00 p.m., unless the Company is prepared to restore the Customer's service within three (3) hours of receipt of payment.
- Service will not be discontinued, and will be restored if discontinued, where a present customer who is indebted to the company enters into and complies with a Deferred Payment Agreement as described in Section 2.10 of these tariffs.

## 2.17 Interruption of Service

Credit allowances for interruptions of service which are not due to the Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment or communications Systems provided by the Customer, are subject to the general liability provisions set forth in this tariff. It shall be the obligation of the Customer to notify Company immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by Customer and connected to Company's terminal. Interruptions caused by Customer-provided or Company-provided automatic dialing equipment are not deemed an interruption of service as defined herein since the Customer has the option of using the long distance network via local exchange company access.

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#### **SECTION 2 - RULES AND REGULATIONS (cont'd)**

#### 2.17.1 Credit for interruptions

- 2.17.1.A Subject to the exceptions contained in Section 2.17, when use of service or facilities is furnished by the Company is interrupted, the following adjustments of the monthly Recurring Charges subject to interruptions will be allowed for the service and facilities rendered useless and inoperable by the reason of the interruption whenever said interruption continues for a period of twenty-four (24) hours or more from the time the interruption is reported to or known to exist by the Company.
- 2.17.1.B If the interruption lasts for greater than twenty-four (24) hours but equal to or less than forty-eight (48) hours, Company shall provide a credit equal to a pro-rata portion of monthly recurring charges for the services interrupted.
- 2.17.1.C If the interruption last for greater than forty-eight (48) hours but equal to or less than seventy-two (72) hours, Company shall provide a credit for 33% of one month's recurring charges for all interrupted services.
- 2.17.1.D If the interruption last for greater than seventy-two (72) hours but equal to or less than ninety-six (96) hours, Company shall provide a credit 67% of one month's recurring charges for all interrupted services.
- 2.17.1.E If the interruption last for greater than ninety-six (96) hours but equal to or less than one hundred twenty (120) hours, Company shall provide a credit for one full month's recurring charges for all interrupted services.
- 2.17.1.F If the interruption last for greater than one hundred twenty (120) hours, Company will provide alternative phone service to the Customers or provide an additional credit of \$20 per day, at the Customer's option.
- 2.17.1.G The credit for services applies to the following non-usage sensitive services:

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#### **SECTION 2 - RULES AND REGULATIONS (cont'd)**

- Monthly Basic Local Service
- End User Common Line Charge (EUCL) (may be referred to as Subscriber Line Charges -SLC)
- Flat Rated Extended Area Service (where applicable)
- 2.17.1.H For calculating credit allowances, every month is considered to have thirty (30) days. Only those facilities on the interrupted portion of the circuit will receive a credit.
- 2.17.1.I The customer shall be notified that he/she may choose alternative telephone service or an additional credit of \$20 per day when the service disruption continues beyond the initial 120-hour period, so the customer can exercise his/her option. In the absence of an election by the customer, the customer shall receive \$20 per day.
- 2.17.2 Limitations on Credit for Interruption Allowance

Credits do not apply if the violations of a service quality standard:

- 2.17.2.A Occurs as a result of a negligent or willful act on the part of the customer.
- 2.17.2.B occurs as a result of a malfunction of the customer-owned telephone equipment or inside wiring;
- 2.17.2.C Occurs as a result of, or is extended by, an emergency situation; An emergency situation is defined as:
  - A declaration made by the applicable State or federal governmental agency that the area served by the Company is either a State or federal disaster area.

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#### **SECTION 2 - RULES AND REGULATIONS (cont'd)**

- An act of third parties, including acts of terrorism, vandalism, riot, civil unrest, or war, or acts of parties that are not agents, employees or contractors of the Company, or the first seven (7) calendar days of a strike or other work stoppage.
- A severe storm, tornado, earthquake, flood or fire, including any severe storm, tornado, earthquake, flood fire that prevents the Company for restoring service due to impassable roads, downed power lines, or the closing off of affected areas by public safety officials.

2.17.2.D An emergency situation shall not include:

- A single event caused by high temperature conditions alone.
- A single event caused, or exacerbated in scope and duration, by acts or omissions of the Company, its agents, employees or contractors or by conditions of facilities, equipment, or premises owed or operated by the Company.
- Any service interruption that occurs during a single event listed above, but are not caused by those single events.
- A single event that the Company could have reasonably foreseen and taken precaution to prevent; provided, however, that in no event shall a Company be required to undertake precautions that are technically infeasible or economically prohibitive.
- Is extended by the Company's inability to gain access to the customer's premises due to the customer missing an appointment, provided that the violation is not further extended by the Company.

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#### **SECTION 2 - RULES AND REGULATIONS (cont'd)**

- Occurs as a result of a customer request to change the scheduled appointment, provided that the violation is not further extended by the Company.
- Occurs as a result of a Company's right to refuse service to a customer as provided by law.
- Occurs as a result of a lack of facilities where a customer requests service at a geographically remote location, a customer requests service in a geographic area where the Company is not currently offering service, or there are insufficient facilities to meet the customer's request for Service, subject to a Company's obligation for reasonable Facilities planning.

#### 2.18 Cost of Collection and Repair

The Customer is responsible for any and all costs incurred in the collection of monies due the Carrier. The Customer is also responsible for recovery costs of Carrier-provided equipment and any expenses required for repair or replacement of damaged equipment.

## 2.19 Dishonored Check Charge

Any person submitting a check to the Carrier as payment for services, which is subsequently dishonored by the issuing institution, shall be charged a per check fee as set forth in the rate section of this tariff.

If the customer remits to the company on more than one (1) occasion during a twelve (12) month period a check, draft, or other instrument which is dishonored the company may refuse acceptance of further checks and place the customer on a "cash" basis. Under a "cash" basis the company may require the customer to pay by money order, certified check or cash.

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#### **SECTION 2 - RULES AND REGULATIONS (cont'd)**

#### 2.20 Service Restoral Charge

The Company will charge a service restoral fee as set forth in this tariff.

This fee will be automatically waived for the customer's first service restoral each calendar year.

## 2.21 Customer Complaints

Customers can reach the Company's Customer Service department by dialing the number provided on the customer bill. The Company will resolve any disputes properly brought to its attention in an expeditious and reasonable manner.

The Company shall direct its personnel engaged in personal contact with the applicant, customer, or user seeking dispute resolution to inform the customer of their right to have the problem considered and acted upon by supervisory personnel of the company where any dispute cannot be resolved. The Company shall further direct such supervisory personnel to inform such customer who expresses non-acceptance of the decision of such supervisory personnel of their right to have the problem reviewed by the Commission and shall furnish them with the telephone number and address of the Public Utilities Commission of Ohio as follows:

Public Utilities Commission of Ohio 180 East Broad Street Columbus, OH 43215 (800) 686-7826

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## **SECTION 2 - RULES AND REGULATIONS (cont'd)**

#### 2.22 Access to Carrier of Choice

End users of the Company's local service shall have the right to select the interexchange telecommunications service provider of their choice. The interexchange provider should request confirmations/verifications of choice from its customers no later than the date of submission of its first bill to the customer. The Company should maintain signed letters of agency or confirmations of choice on file for use in dispute resolution.

## 2.23 Directory Listings

- 2.23.1 The Company does not publish a directory of subscriber listings. The Company, however, does arrange for the Customer's main billing number to be placed in the directory or directories of the dominant local exchange carrier, under the conditions imposed by the dominant local exchange carrier.
- 2.23.2 The Company is not liable for any errors or omissions in directory listings.

#### 2.24 Universal Emergency Telephone Number Service (e.g., 911, E911)

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

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## **SECTION 2 - RULES AND REGULATIONS (cont'd)**

- 2.24.2 This service is offered as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person for any personal injury to or death of any person or persons, and for any loss, damage or destruction of property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of this service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this service.
- 2.24.3 This tariff does not provide for the inspection or constant monitoring of facilities to discover errors, defects, or malfunctions in the service, nor does the Company undertake such responsibility.
- 2.24.4 911 information consisting of the names, addresses and telephone numbers of all telephone customers is confidential. The Company will release such information via the data management system only after a 911 call has been received, on a call by call basis, only for the purpose of responding to an emergency call in progress.
- 2.24.5 The 911 calling party, by dialing 911, waives the privacy afforded by nonlisted and non-published service to the extent that the telephone number, name, and address associated with the originating station location are furnished to the PSAP.

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#### **SECTION 2 - RULES AND REGULATIONS (cont'd)**

- 2.24.6 After the establishment of service, it is the public safety agency's responsibility to continue to verify the accuracy of and to advise the Company of any changes as they occur in street names, establishment of new streets, changes in address numbers used on existing streets, closing and abandonment of streets, changes in police, tire, ambulance or other appropriate agencies' jurisdiction over any address, annexations and other changes in municipal and county boundaries, incorporation of new cities or any other similar matter that may affect the routing of 911 calls to the proper PSAP.
- 2.24.7 The Company assumes no liability for any infringement, or invasion of any right of privacy of any person or persons caused, or claimed to be caused, directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion, or use of 911 Service, or by any services furnished by the Company in connection therewith, including, but not limited to, the identification of the telephone number, address, or name associated with the telephone used by the party(ies) accessing 911 Service hereunder, and which arise out of the negligence or other wrongful act of the public safety agency, its user, agencies or municipalities, or the employees or agents of any one of them, or which arise out of the negligence, other than gross negligence or willful misconduct, of the Company, its employees or agents.

Under the terms of this tariff, the public safety agency must agree, (except where the events, incidents, or eventualities set forth in this sentence are the result of the Company's gross negligence or willful misconduct), to release, indemnify, defend and hold harmless the Company from any and all losses or claims whatsoever, whether suffered, made, instituted, or asserted by the public safety agency or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage, or destruction of any property, whether owned by the customer or others.

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## **SECTION 2 - RULES AND REGULATIONS (cont'd)**

## 2.25 Telecommunications Relay Service (TRS)

Enables deaf, hard-of-hearing or speech-impaired persons who use a Text Telephone (TT) or similar devices to communicate freely with the hearing population not using TT and visa versa. A Customer will be able to access the state provider(s) to complete such calls.

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#### **SECTION 3 - RATES AND SERVICES**

#### 3.1 Service Area

The Company will provide Local Exchange Service throughout the geographic area serviced by its own outside plant, within the State of Ohio.

#### **3.2** Timing of Calls

Billing for calls placed over the network is based in part on the duration of the call.

- 3.2.1 Timing for all calls begins when the called party answers the call (*i.e.*, when two-way communications are established). Answer detection is based on standard industry answer detection methods, including hardware and software answer detection.
- 3.2.2 Chargeable time for all calls ends when the parties disconnects from the call.
- 3.2.3 Minimum call duration and additional increments for billing are specified in the description of each service.
- 3.2.4 No charges apply to incomplete calls.
- 3.2.5 When a call is established in one rate period and ends in another rate period, the rate in effect at the calling station applies to the entire call.

## 3.3 Rate Periods

Company's services are not time of day sensitive unless otherwise specified. The same rate applies twenty-four (24) hours per day, seven (7) days per week.

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## SECTION 3 - RATES AND SERVICES (cont'd)

#### **3.4 Promotional Offerings**

The Company may, from time to time, offer promotions which may be limited as to the duration, the date and times of the offerings and the locations where the offerings are made. The Company will notify the Commission of promotional offerings prior to the effective date of the promotion.

#### 3.5 Individual Case Basis (ICB) Arrangements

Competitive pricing arrangements at negotiated rates may be furnished on an individual case basis (ICB) in response to requests by Customers to the Company, for proposals or for competitive bids. Service offered under this tariff provision will be provided to the Customer pursuant to contract, and as approved by the Commission. Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of this tariff. Specialized rates or charges will be made available to similarly situated Customers on a non-discriminatory basis.

## 3.6 Returned Check Charge

\$40.00 per check.

## **3.7** Service Restoral Charge

\$50.00 per occurrence. This charge will automatically be waived on the first occurrence in each calendar year.

## **3.8** Late Payment Charge

Customers will be charged 1.5% per month of any amounts owed to the Company beyond the due date for such payment.

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#### SECTION 3 - RATES AND SERVICES (cont'd)

#### **3.9** Installation Charge

Customers will be charged an installation charge as described below.

#### 3.10 **RF Transport Service**

3.10.1 General Service Offerings and Limitations:

RF Transport Services utilize optical technology, including multi-wavelength optical technology over dedicated transport facilities to provide Customers with links to emit RF coverage.

RF Transport Services connect Customer-provided wireless capacity equipment to Customer-provided or Company provided bi-directional RF-to-optical conversion equipment at a hub facility. The hub facility can be Customer or Company provided. The conversion equipment allows the Company to accept RF traffic from the Customer and then send bi-directional traffic transmission across the appropriate optical networks. At the remote end, Customer or Company provided RF-to-optical conversion equipment allows bi-directional conversion between optical signals and RF signals. RF signals can be received and transmitted at this remote node. Hence the Company provides optical transit services for RF signals.

The furnishing of RF Transport Services requires certain physical arrangements of equipment and facilities of the Company and other entities and is subject to the availability of such equipment and facilities and the economic feasibility of providing such necessary equipment and facilities and the RF Transport Services.

The specific limitations applicable to RF Transport Services are as follows:

- All optical services are provided on a single mode optical fiber.
- Some optical services may be of a multi-wavelength nature.
- Current wireless standards limit the distance between a hub site and a remote node to 20km.

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#### **SECTION 3 - RATES AND SERVICES (cont'd)**

- The optical loss between a hub site and a remote node must not exceed 18dB.
- 3.10.2 Minimum Term:

The minimum service term for RF Transport Service is five (5) years.

3.10.3 Rates:

The monthly recurring rates and nonrecurring charges for RF Transport Services are as follows:

Description	Fee per Segment
Nonrecurring connection charge	\$100,000.00
Monthly recurring charge	\$15,000.00

For purposes of this Tariff, Segment shall mean a one-way optical carrier between one (1) Customer hub site or remote node and another Customer hub site or remote node. The optical carrier is a single optical wavelength. The optical fiber can carry more than one (1) wavelength.

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#### SECTION 3 - RATES AND SERVICES (cont'd)

#### 3.11 Basic Local Exchange Service

3.11.1 Flat Rate Basic Business Line Service:

With the Flat Rate Basic Business Line Service, the customer pays a monthly rate for an unlimited number of outgoing calls within a specified local calling area.

3.11.2 Recurring and Nonrecurring Charges:

Charges for each Flat Rate Service line include a monthly recurring Base Service Charge for an unlimited number of outgoing calls within a specified local calling area. In addition to the nonrecurring charges listed below, service order charges apply. In certain circumstances, service to customers may require the use of a link (and, or) number portability arrangements provided by the Incumbent Local Exchange Carrier. In such circumstances, the monthly recurring charge to the customer will be the greater of the company's Base Service Line charge set forth below or the charge to the company by the Incumbent Local Exchange Carrier for the link used to serve the customer. If the customer is served through a Number Portability Arrangement, the monthly charge to the customer will be increased by the applicable charge from the Incumbent Local Exchange Carrier to the Company of the Number Portability Arrangement.

3.11.3 Rates:

	<u>Monthly</u>	<u>Nonrecurring</u>
Flat Rate Basic Business Line Service	ICB	ICB

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Mobilitie Management, LLC

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Ohio Tariff No. 1 Original Title Page

# REGULATIONS AND SCHEDULE OF CHARGES APPLICABLE TO INTRASTATE SWITCHED ACCESS SERVICES FURNISHED BY MOBILITIE MANAGEMENT, LLC AND ITS CONCURRING CARRIERS IN THE STATE OF OHIO

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Mobilitie Management, LLC

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# CHECK SHEET

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# **ISSUING CARRIERS**

Mobilitie Management, LLC

## **CONCURRING CARRIERS**

No Concurring Carriers

# **CONNECTING CARRIERS**

No Connecting Carriers

# **OTHER PARTICIPATING CARRIERS**

No Other Participating Carriers

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# EXPLANATION OF SYMBOLS

The following symbols shall be used in this tariff for the purposes indicated below.

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

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# APPLICATION OF TARIFF

This Tariff contains the regulations and rates applicable to intrastate switched access services provided by Company within the State of Ohio. Company's services are furnished subject to the availability of facilities and subject to the terms and conditions of this Tariff.

The rates and regulations contained in this Tariff apply only to the services furnished by Company and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carrier for use in accessing the services of Company.

The Customer is entitled to limit the use of Company's services by end users at the Customer's facilities, and may use other common carriers in addition to or in lieu of Company.

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# **SECTION 1 - DEFINITION OF TERMS**

Certain terms used generally throughout this tariff for Communications Service of the Company are defined below. The definitions below apply whether or not the defined term is capitalized in this tariff, although for the convenience of the Customer the Company has endeavored to identify the use of defined terms by capitalizing them where they occur. Where a term defined in this tariff is also defined in the Commission's rules, the term in this tariff is to be construed in a manner that is consistent with the definition in the Commission's rules, under which access services provided by a competitive local exchange carrier (such as the Company) are construed to include services and functions that are the functional equivalent of access services provided by an incumbent local exchange carrier. When terms used in this tariff are not specifically defined, they are intended to be understood as conveying the meaning they are normally given within the United States telecommunications industry as applicable to operations within the State of Ohio, or, if no such specific meaning exists, their normal English meaning.

Advance Payment: Part or all of a payment required before the start of service.

<u>Authorized User</u>: A person, firm or corporation which is authorized by the Customer or Joint User to be connected to the service of the Customer or Joint User, respectively.

<u>Bit</u>: The smallest unit of information in the binary system of notation.

Commission: Public Utilities Commission of Ohio.

Company: Mobilitie Management, LLC, the issuer of this tariff.

<u>Connection to the PSTN</u>: Any service or facility provided by a carrier that provides the purchaser of the service or facility with the ability to send calls to the PSTN, and to receive calls from the PSTN, based on one or more standard telephone numbers which are assigned by that carrier to the service or facility and which are listed in the database of the Number Portability Administration Center as assigned to that carrier.

<u>Customer</u>: The person, firm or corporation which purchases service and is responsible for the payment of charges and compliance with the Company's regulations.

<u>Direct Trunked Transport</u>: The term "Direct Trunked Transport" refers to any service or arrangement provided by the Company that, in the context of the Company's network configuration, is functionally equivalent to the facilities and/or services normally referred to as "direct trunked transport" when purchased in connection with switched access services provided by an incumbent local exchange carrier. The term generally refers to transport dedicated to the use of a single Customer without switching at a tandem Switch, between the Serving Wire Center and an End Office, or between two Customer-designated End Offices. Depending on the specific arrangements provided to a customer,

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Direct Trunked Transport may consist of a connection between the Customer's location and/or the Serving Wire Center, and a Company tandem switch.

<u>End Office</u>: The term "End Office" denotes the switching system office or serving wire center (or functionally equivalent or analogous facilities) from which End Users receive exchange service. By way of example, system(s) or facility (ies) in a carrier's network which host telephone numbers listed in the database of the Number Portability Administration Center as assigned to the carrier, constitute an "End Office."

End Office Access Service: For the purpose of this tariff, End Office Access Service shall mean: (1) The switching of access traffic at the carrier's end office switch and the delivery to or from such traffic to the called party's premises; (2) The routing of interexchange telecommunications traffic to or from the called party's premises, either directly or via contractual or other arrangements with an affiliated or unaffiliated entity, regardless of the specific functions provided or facilities used; or (3) Any functional equivalent of the incumbent local exchange carrier access service provided by Company including local switching, the carrier common line rate elements, and intrastate access End Office Access Service rate elements for Company includes any services. functionally equivalent access service. (4) The origination and termination of interexchange telecommunications traffic to any end user, either directly or via contractual or other arrangements with an affiliated or unaffiliated provider of interconnected VoIP service, or a non-interconnected VoIP service, that does not itself seek to collect reciprocal compensation charges prescribed by this subpart for that traffic, regardless of the specific functions provided or facilities used.

<u>End User</u>: For purposes of this Tariff, the term "End User" means any person, corporation, partnership, or any other entity that purchases a service or facility from a Local Exchange Carrier (including the Company) that has one or more North American Numbering Plan numbers associated with the service, which numbers are listed in the database of the Number Portability Administration Center as assigned to the Local Exchange Carrier, and which are used to switch traffic to and/or from the service. By way of example and not limitation, an End User may include an individual, a small or medium-sized business, a business that purchases connection(s) for a PBX or functionally equivalent or analogous equipment, a dial-up Internet Service Provider, and/or a provider of interconnected VoIP service (as that term is defined in the Commission's rules) that obtains its Connection to the PSTN from the Local Exchange Carrier.

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<u>Entrance Facility</u>: The term "Entrance Facility" refers to any service or arrangement provided by the Company that, in the context of the Company's network configuration, is functionally equivalent to facilities and/or services normally referred to as "entrance facilities" when purchased in connection with switched access services provided by an incumbent local exchange carrier. The term generally refers to transport from the Customer's point of demarcation to the Serving Wire Center (or functionally equivalent facility/location on the Company's network). Depending on the specific arrangements provided to a customer, an Entrance Facility may consist of a connection between the Customer's location and a Company tandem switch. Under this Tariff an Entrance Facility will normally be purchased in connection with Direct Trunked Transport.

<u>Individual Case Basis (ICB)</u>: A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the case.

<u>Interconnect Carrier</u>: Any carrier that connects to Company's network for exchange of communications traffic.

<u>Joint User</u>: A person, firm or corporation which is designated by the Customer as a user of services furnished to the Customer by the Company and to whom a portion of the charges for the service will be billed under a Joint User arrangement as specified in the Company's tariff.

<u>LATA</u>: A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA by the Commission's rules.

<u>Line, or Trunk</u>: A transmission medium for communications, including but not limited to radio, satellite, wire, cable and optical fiber, including associated electronic or other equipment used to permit such medium to function.

Local Switch, or Local Switching: "Local Switching" refers to any service or arrangement provided by the Company that is functionally equivalent to facilities and/or services normally referred to as "local switching" when purchased in connection with switched access services provided by an incumbent local exchange carrier. By way of illustration and not limitation, the term typically refers to Switching performed by a Local Exchange Carrier (including, without limitation, the Company) that routes traffic between an End User's Connection to the PSTN and either (a) a Customer's network (including by means of Company-provided connections between a Company Switch and the Customer's network) or (b) a Tandem Switch provided by the Company or a third party.

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<u>Loop</u>: Lines, trunks, or other facilities connected to an End Office Switch that are used to provide a Connection to the PSTN.

<u>Major Service Interruption</u>: An interruption of Customer service due to the Company's negligence or due to its noncompliance with the provisions of this tariff.

<u>PIU</u>: Percent Intrastate Usage.

<u>Premises</u>: The space occupied by a Customer, Authorized User or Joint User in a building or buildings or contiguous property (except railroad rights-of-way, etc.) not separated by a highway.

<u>PSTN</u>: The public switched telephone network, sometimes referred to as the public switched network, consisting of the networks of all carriers that are interconnected with ach other, directly or indirectly, and that route telephone calls to and from their entry and exit points on the network on the basis of 10-digit telephone numbers of the form NPA-NXX-XXXX.

<u>Recurring Charges</u>: The monthly charges to the Customer for services, facilities and equipment, which continue for the duration of the service.

<u>Service Commencement Date</u>: The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or the tariffs of the Company, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date. In the case of Third-Party Tandem Connect service ordered under option (2) of Section 12.1.1.2, the Service Commencement Date is the date on which the Customer first sends Switched Access Service traffic to the Company or accepts Switched Access Service traffic from the Company.

<u>Service Order</u>: A written request for Company Services that may be submitted by the Customer in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company will initiate the respective obligations of the parties as set forth herein, but the duration of the service is calculated from the Service Commencement Date.

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<u>Serving Wire Center</u>: A facility or location on the Company's network that is capable of providing service to Customers in the geographic area in which a Customer's point of demarcation is located. The term is intended to include all locations on the Company's network that perform the functional equivalent of the functions performed by an incumbent local exchange carrier's serving wire center.

<u>Shared</u>: A facility or equipment system or subsystem that can be used simultaneously by several Customers.

<u>Switch, Switching, Switched</u>: The term "switching" refers to any technical means by which a communication is directed from an origination point or input source onwards towards a destination or output location. Switching may include (without limitation) either circuit or packet switching, and switching of communications individually (including, if applicable, individual packets) or in groups, depending on the technology deployed. A "switch" is a device, software, or any technical arrangement that performs or accomplishes switching. A communication is "switched" when it passes through a switch. By way of example but not limitation, any device which determines how to route calls based on the digits of a telephone number within the North American Numbering Plan is a "switch."

<u>Switched Access Service</u>: Access to the switched network of an Exchange Carrier for the purpose of originating or terminating communications.

<u>Tandem Switching</u>: The term "Tandem Switching" refers to any service or arrangement provided by the Company that, in the context of the Company's network configuration, is functionally equivalent to facilities and/or services normally referred to as "tandem switching" when purchased in connection with switched access services provided by an incumbent local exchange carrier. By way of illustration and not limitation, the term typically refers to Switching performed by a Local Exchange Carrier (including, without limitation, the Company) that routes traffic between an End Office and a Customer, or between two End Offices.

<u>Tandem Switched Transport</u>: The term "Tandem Switched Transport" refers to any service or arrangement provided by the Company that, in the context of the Company's network configuration, is functionally equivalent to facilities and/or services normally referred to as "tandem switched transport" when purchased in connection with switched access services provided by an incumbent local exchange carrier. By way of illustration and not limitation, the term typically refers to the service involved in transmitting traffic to or from a Customer between the Serving Wire Center and an End Office Switch or between the End Office Switch and a Tandem Switch.

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<u>Toll VoIP-PSTN Traffic</u>: The term Toll VoIP-PSTN Traffic denotes a customer's interexchange voice traffic exchanged with the Telephone Company in Time Division Multiplexing format over PSTN facilities, which originates and/or terminates in Internet Protocol (IP) format. Toll VoIP-PSTN Traffic originates and /or terminates in IP format when it originates from and/or terminates to an end user customer of a service that requires IP-compatible customer premises equipment.

<u>Transmission</u>: The sending of electrical or optical signals over a line to a destination.

Trunk: See Line.

<u>User</u>: A Customer, Joint User, or any other person authorized by a Customer to use service provided to the Customer under a Company tariff.

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# **SECTION 2 - UNDERTAKING OF THE COMPANY**

## 2.1 <u>General</u>

- 2.1.1 The Company does not undertake to transmit messages but offers the use of its facilities for the transmission of communications.
- 2.1.2 Customers and Users may use services and facilities provided under the tariffs of the Company to obtain access to services offered by other companies. The Company is responsible for the services and facilities provided under its tariffs, and for its unregulated services provided pursuant to contract, and it assumes no responsibility for any service (whether regulated or not) provided by any other entity that purchases access to the Company network in order to originate or terminate such entity's own services, or to communicate with such entity's own customers.
- 2.1.3 The Company shall have no responsibility with respect to billings, charges or disputes related to services used by the Customer which are not included in the services herein including, without limitation, any local, regional or long distance services not offered by the Company. The Customer shall be fully responsible for the payment of any bills for such services and for the resolution of any disputes or discrepancies with the service provider.
- 2.2 <u>Description of Service</u>

Company service consists of any of the business services offered pursuant to this tariff, either individually or in combination. Each business service is offered independent of the others, unless otherwise noted. Service is offered via the Company's facilities or in combination with transmission facilities provided by other certificated carriers.

- 2.3 <u>Application for Service</u> Unless otherwise specified herein, Customers desiring to obtain Company service must complete the Company's standard service order form(s).
- 2.4 Shortage of Equipment or Facilities
  - 2.4.1 The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control, on a nondiscriminatory basis.

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- 2.4.2 The furnishing of service under the tariffs of the Company is subject to the availability on a continuing basis of all the necessary facilities and is limited to the reasonable capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.
- 2.4.3 If the Company receives a request for a service offered under this Tariff that cannot be fulfilled due to a lack or shortage of facilities, the Company may agree with the entity requesting the service to undertake to construct or obtain the necessary facilities, in accordance with the terms of Section 11 of this Tariff.

## 2.5 <u>Terms and Conditions</u>

- 2.5.1 Service shall be provided on the basis of a minimum period of at least one (1) year.
- 2.5.2 Customers may be required to enter into written Service Orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in the tariffs of the Company. Customer will also be required to execute any other documents as may be reasonably requested by the Company.
- 2.5.3 At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the Service Order and the tariffs of the Company prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- 2.5.4 In any action between the parties to enforce any provision of the tariffs of the Company, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.
- 2.5.5 The tariffs of the Company shall be interpreted and governed by the laws of the United States without regard for its choice of laws provision.

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## 2.6 <u>Liability of the Company</u>

- 2.6.1 The liability of the Company for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts or omissions, shall be limited to the extension of allowances for interruption as set forth in Section 9.0, following. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer or User as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company, Company's employees or agents.
- 2.6.2 The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, the government of the State of Ohio, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority, national emergencies, insurrections, riots, wars, unavailability of rights-of-way or materials, or strikes, lockouts, work stoppages, or other labor difficulties.
- 2.6.3 The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers or Users facilities or equipment used for or with the services the Company offers.
- 2.6.4 The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or User or due to the failure or malfunction of Customer or User-provided equipment or facilities.

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- 2.6.5 The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal presence, condition, location, or use of any installation so provided.
- 2.6.6 The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this paragraph as a condition precedent to such installations.
- 2.6.7 The Company is not liable for any defacement of or damage to Customer or User premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company's agents or employees.
- 2.6.8 The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid the Company by Customer for the specific services giving rise to the claim. No action or proceeding against the Company shall be commenced more than one year after the service is rendered, or as required by law.
- 2.6.9 The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer provided equipment or facilities.

2.6.10 The Company shall not be liable for any damages resulting from delays in meeting any service dates due to delays resulting from normal construction procedures. Such delays shall include, but not be limited to, delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of-way approvals and delays in actual construction work.

2.6.11 The Company shall not be liable for any damages whatsoever to property resulting from the installation, maintenance, repair or removal of equipment and associated wiring unless the damage is caused by the Company's willful misconduct or negligence.

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# 2.6.12 THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH IN ITS TARIFFS.

2.6.13 The Company shall not be liable for any damages whatsoever associated with service, facilities, or equipment which the Company does not furnish or for any act or omission of Customer or any other entity furnishing services, facilities or equipment used for or in conjunction with the Company.

#### 2.7 Notification of Service-Affecting Activities

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

## 2.8 <u>Provision of Equipment and Facilities</u>

- 2.8.1 All services along the facilities between the point identified as the Company's origination point and the point identified as the Company's termination point will be furnished by the Company, its agents or contractors.
- 2.8.2 The Company may undertake to use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff.
- 2.8.3 The Company undertakes to use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer, Joint User, or Authorized User may not, nor may they permit others to, rearrange, disconnect, remove, and attempt to repair, or otherwise tamper with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.

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- 2.8.4 Equipment the Company provides or installs at the Customer's premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provided the equipment.
- 2.8.5 The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer, Joint User, or Authorized User when the service difficulty or trouble report results from the use of equipment or facilities the Customer, Joint User, or Authorized User provided.
- 2.8.6 The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities; subject to this responsibility the Company shall not be responsible for:
  - 2.8.6.1 The transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
  - 2.8.6.2 The reception of signals by Customer provided equipment. The Customer, Authorized User, or Joint User is responsible for ensuring that Customer provided equipment connected to Company equipment and facilities is compatible with such Company equipment and facilities. The magnitude and character of the voltages and currents impressed on Company provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company provided equipment and wiring or injury to the Company's employees or to other persons. Customer will submit to Company a complete manufacturer's specification sheet for each item of equipment that is not provided by the Company and which shall be attached to the Company's facilities. The Company shall approve the use of such item(s) of equipment unless such item is technically incompatible with Company's facilities. Any additional protective, equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

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- 2.8.7 Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Company services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- 2.8.8 Company may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carrier which are applicable to such connections.

## 2.9 <u>Nonroutine Installation</u>

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours and/or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply.

If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

## 2.10 <u>Ownership of Facilities</u>

Title to all facilities provided in accordance with the tariffs of the Company remains with the Company, its agents or contractors. The Customer shall not have, nor shall it assert, any right, title or interest in all the fiber optic or other facilities and associated equipment provided by the Company hereunder.

## 2.11 Optional Rates and Information Provided to the Public

The Company will promptly advise Customers who may be affected of new, revised or optional rates applicable to their service. Pertinent information regarding the Company's services, rates and charges shall be provided directly to Customers, or shall be available for inspection at the Company's local business address. If required by the Commission, the Company will cause to have published a notice of its intention to charge its rates, tolls, charges, rules and regulations in one or more newspapers in circulation in the affected area.

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## 2.12 <u>Continuity of Service</u>

In the event of prior knowledge of an interruption of service for a period exceeding one day, the Customers will, if feasible, be notified in writing, by mail, at least one week in advance.

## 2.13 <u>Governmental Authorizations</u>

The provision of services is subject to and contingent upon the Company obtaining and retaining such approvals, consents, governmental authorizations, licenses and permits, as may be required or be deemed necessary by the Company. The Company shall use reasonable efforts to obtain and keep in effect all such approvals, consents, authorizations, licenses and permits that may be required to be obtained by it. The Company shall be entitled to take, and shall have no liability whatsoever for, any action necessary to bring the Services into conformance with any rules, regulations, orders, decisions, or directives imposed by the Public Utilities Commission of Ohio or other applicable agency, and the Customer shall fully cooperate in and take such action as may be requested by the Company to comply with any such rules, regulations, orders, decisions, or directives.

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## **SECTION 3 - OBLIGATIONS OF THE CUSTOMER**

#### 3.1 <u>General</u>

The Customer shall be responsible for:

- 3.1.1 the payment of all applicable charges pursuant to the tariffs of the Company;
- 3.1.2 damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer or of any User; or by the noncompliance by the Customer or any User with these regulations; or by fire or theft or other casualty on the Customer's or any User's Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- 3.1.3 providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate the Company facilities and equipment installed on the premises of the Customer or any User; and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- 3.1.4 any and all costs associated with obtaining and maintaining of the rights-of-way from the point of entry at the Customer's location to the termination point where service is finally delivered to the Customer, including, but not limited to, the costs of installing conduit or of altering the structure to permit installation of Company provided facilities. The Customer's use of such rights-of-way shall in all respects be subject to the terms, conditions and restrictions of such rights-of-way and of agreements between the Company and such third parties relating thereto, including without limitation, the duration applicable to and the condemnation of such rights-of-way, and shall not be in violation of any applicable governmental ordinance, law, rule, regulation or restriction. Where applicable, the Customer agrees that it shall assist the Company in the procurement and maintenance of such right-of-way. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;
- 3.1.5 providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which the Company's employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain the Company's facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company;

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- 3.1.6 the Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g., friable asbestos) prior to any construction or installation work;
- 3.1.7 complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of the Company's facilities and equipment in any Customer or User premises or the rights-of-way for which Customer is responsible under section 3.1.4; and granting or obtaining permission for the Company's agents or employees to enter the premises of the Customer or any User at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- 3.1.8 not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; and
- 3.1.9 making the Company's facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.
- 3.2 <u>Prohibited Uses</u>
  - 3.2.1 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all governmental approvals, authorizations, licenses, consents and permits required to be obtained by the Customer with respect thereto.
  - 3.2.2 The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and Commission regulations, policies, orders, and decisions.
  - 3.2.3 The Company may, without obtaining any further consent from the Customer, assign any rights, privileges, or obligations under this tariff. The Customer shall not, without prior written consent of the Company, assign, transfer, or in any other manner dispose of, any of its rights, privileges, or obligations under this tariff, and any attempt to make such an assignment, transfer, disposition without such consent shall be null and void.

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- 3.2.4 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.
- 3.2.5 A Customer may not use the services so as to interfere with or impair service over any facilities and associated equipment, or so as to impair the privacy of any communications over such facilities and associated equipment.
- 3.2.6 Customer use of any resold service obtained from other service providers shall also be subject to any applicable restrictions imposed by the underlying providers.
- 3.2.7 A Customer, Joint User, or Authorized User shall not represent that its services are provided by the Company, or otherwise indicate to its customers that its provision of services is jointly with the Company, without the written consent of the Company. The relationship between the Company and Customer shall not be that of partners or agents for one or the other, and shall not be deemed to constitute a partnership or agency agreement.

### 3.3 <u>Claims</u>

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

- 3.3.1 any loss, destruction or damage to property of the Company or any third party, or the death or injury to persons, including, but not limited to, employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer or User or their employees, agents, representatives or invitees;
- 3.3.2 any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer or User, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between Customer and the Company; or
- 3.3.3 any claim of any nature whatsoever brought by a User with respect to any matter for which the Company would not be directly liable to the Customer under the terms of the applicable Company tariff.

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#### 3.4 Jurisdictional Reporting

The jurisdictional reporting requirements will be as specified below. When a Customer orders Switched Access Service, its projected Percent Intrastate Usage (PIU) must be provided in whole numbers to the Company. These whole number percentages will be used by the Company to apportion the use and/or charges between intrastate and interstate until a revised report is received as set forth herein.

- 3.4.1 Originating Access: Originating access minutes may be based on traffic originating at the State, LATA or local Switching Center level, provided that the traffic being measured is only traffic originating from the Company Local Switching Center(s). The Customer must provide the Company with a projected PIU factor on a quarterly basis as specified below. Originating access minutes will be measured as follows, based on type of access:
  - 3.4.1.1 For Feature group D Switched Access Services, as defined in Section 14.2.1, where the Company can determine jurisdiction by its call detail, the projected PIU will be developed by the Company on a quarterly basis by dividing the measured intrastate originating minutes by the total originating access minutes.
  - 3.4.1.2 For Feature Group D with 950 Access as defined in Section 14.2.1, the Customer must provide the Company with a projected PIU factor by supplying the Company with an intrastate percentage of originating access minutes.
  - 3.4.1.3 If no PIU for originating minutes is submitted as specified herein, then the projected PIU will be set on a default basis of 50 percent intrastate traffic and 50 percent intrastate traffic.
  - 3.4.2 Terminating Access: For Feature Group D Switched Access Services, the Customer must provide the Company with a projected PIU factor by supplying the Company with an intrastate percentage of terminating access minutes on a quarterly basis, as described in Section 3.4.4 below. If no projected PIU factor is submitted by the Customer, then the projected PIU will be set on a default basis at the same percentage as the originating PIU.

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- 3.4.3 Except where the Company measured access minutes are used as set forth in 3.4.1 above, the Customer reported projected PIU factor as set forth above will be used until the Customer reports a different projected PIU factor, as set forth below. The revised report will serve as the basis for future billing and will be effective on the next bill date.
- 3.4.4 Effective on the first day of January, April, July and October of each year the Customer shall update its intrastate and interstate jurisdictional report. The Customer shall forward to the Company, to be received no later than 15 days after the first day of such month, a revised report showing the intrastate and interstate percentage of use for the past three months ending the last day of December, March, June and September, respectively, for each service arranged for intrastate use, based solely on the traffic originating from or terminating to the Company Local Switching Center. The revised report will serve as the basis for the next three months billing and will be effective on the bill date for that service. If the Customer does not supply the reports for those services where reports are needed, the Company will assume the percentage to be the same as that provided previously. 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 Access Service Request or, in the absence of an Access Service Request PIU, the Company will set the projected PIU on a default basis of 50 percent intrastate traffic and 50 percent interstate traffic.
- 3.4.5 Jurisdictional Reports Verification: For Switched Access Service, if a billing dispute arises or a regulatory commission questions the projected PIU factor, the Customer will provide the data used to determine the projected PIU factor. The Customer will supply the data within 30 days of the Company request.

The Customer shall keep records of call detail from which the percentage of intrastate and interstate use can be ascertained and, upon request of the Company, shall make the records available for inspection as reasonably necessary for purposes of verification of the percentages. The Company reserves the right to conduct an audit at any time during the year. The Customer, at its own expense, has the right to retain an independent auditing firm.

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### 3.4.6 Identification and Rating of VoIP-PSTN Traffic

This section governs the identification of VoIP-PSTN Traffic that is required to be compensated at intrastate access rates unless the parties have agreed otherwise. Specifically, this section establishes the method of separating VoIP-PSTN Traffic from the Customer's traditional intrastate access traffic, so that VoIP-PSTN Traffic can be billed in accordance with the applicable laws and regulations. VoIP-PSTN Traffic identified in accordance with this tariff section will be billed at rates equal to the Company's applicable tariffed intrastate switched access rates as set forth in Section 15, following.

Calculation and Application of Percent-VoIP- Usage Factors:

- a. The Company will determine the number of VoIP-PSTN Traffic minutes of use (MOU) to which intrastate rates will be by applying an originating Percent VoIP Usage (PVU) factor to the total intrastate access MOU originated by a Company end user and delivered to the Customer and by applying a terminating PVU factor to the total intrastate access MOU terminated by a Customer to the Company's end user.
- b. The Customer will calculate and furnish to the Company an originating PVU factor representing the whole number percentage of the Customer's total originating intrastate access MOU that the Customer exchanges with the Company in the LATA that is received from the Company and that is terminated in IP format and that would be billed by the Company as intrastate access MOU.
- c. The Customer will calculate and furnish to the Company a terminating PVU factor representing the whole number percentage of the Customer's total terminating intrastate access MOU that the Customer exchanges with the Company in the LATA that is sent to Company and which originated in IP format and that would be billed by the Company as intrastate access MOU.

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- d. The Customer shall not modify their reported PIU factor to account for VoIP-PSTN Traffic.
- e. Both the Customer provided originating PVU and the terminating PVU shall be based on information such as the number of the Customer's retail VoIP subscriptions in the state, traffic studies, actual call detail or other relevant and verifiable information which will be provided to the Company upon request.
- f. The Customer shall retain the call detail, work papers, and information used to develop the PVU factors for a minimum of one year.
- g. The Company shall use default factors until such time as Customer supplies such factors. For this purpose, Company will utilize a PVU equal to the percentage of VoIP subscribers in the state based on the Local Competition Report, as released periodically and/or such other reports as the Company deems appropriate and reasonable. Under the Local Competition report methodology, the PVU will be the total number of incumbent LEC and non-incumbent LEC VoIP subscriptions in a state divided by the sum of those reported VoIP subscriptions plus incumbent LEC and non-incumbent LEC switched access lines.
- 3.4.7 The preceding section 3.4.6 will be applied to the billing of switched access charges to a Customer that is a local exchange carrier only to the extent that the Customer has also implemented billing of intrastate access charges for VoIP-PSTN Traffic in accordance with applicable orders, rules and regulations.

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### 3.4.8 PVU Factor Update:

The Customer may update the PVU factors quarterly using the method set forth in 3.4.6.1.c, preceding. If the Customer chooses to submit such updates, it shall forward to the Company, no later than 15 days after the first day of January, April, July and/or October of each year, revised PVU factors based on data for the prior three months, ending the last day of December, March, June and September, revised PVU factors will serve as the basis for future billing and will be effective on the bill date of each such month and shall serve as the basis for subsequent monthly billing until superseded by new PVU factors. No prorating or back billing will be done based on the updated PVU factors.

### 3.4.9. PVU Factor Verification

- a. Not more than twice in any year, the Company may request from the Customer an overview of the process used to determine the PVU factors, the call detail records, description of the method for determining how the end user originates and terminates calls in IP format, and other information used to determine the Customer's PVU factors furnished to the Company in order to validate the PVU factors supplied. The Customer shall comply, and shall reasonably supply the requested data and information within 15 days of the Company's request.
- b. The Company may dispute the Customer's PVU factor based upon:
  - A review of the requested data and information provided by the Customer,

• The Company's reasonable review of other market information, or state level results based on the F.C.C. Local Competition Report or other relevant data.

- A change in the reported PVU factor by more than five percentage points from the preceding quarter.
- c. If after review of the data and information, the Customer and the Company establishes revised PVU factors, the Company will begin using those revised PVU factors with the next bill period.

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- d. If the dispute is unresolved, the Company may initiate an audit. The Company shall limit audits of the Customer's PVU factor to no more than twice per year. The Customer may request that the audit be conducted by an independent auditor. In such cases the associated auditing expenses will be paid by the Customer.
  - In the event that the Customer fails to provide adequate records to enable the Company or an independent auditor to conduct an audit verifying the Customer's PVU factors, the Company will bill the usage for all contested periods using the most recent undisputed PVU factors reported by the Customer. These PVU factors will remain in effect until the audit can be completed.
  - During the audit, the most recent undisputed PVU factors from the previous reporting period will be used by the Company.
  - The Company will adjust the Customer's PVU factors based on the results of the audit and implement the revised PVU in the next billing period or quarterly report date, whichever is first. The revised PVU factors will apply for the next two quarters before new factors can be submitted by the Customer.
  - If the audit supports the Customer's PVU factors, the usage for the contested periods will be adjusted to reflect the Customer's audited PVU factors.

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## **SECTION 4 - PAYMENT ARRANGEMENTS**

#### 4.1 <u>Payment for Service</u>

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

#### 4.2 <u>Billing and Collection of Charges</u>

- 4.2.1 Nonrecurring charges are due and payable within 30 days after the date an invoice is mailed to the Customer by the Company.
- 4.2.2 The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within 30 days after the invoice is mailed.
- 4.2.3 Charges based on measured usage will be included on the next invoice rendered following the end of the month in which the usage occurs, and will be due and payable within 30 days after the invoice is mailed.
- 4.2.4 When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.
- 4.2.5 Billing of the Customer by the Company will begin on the Service Commencement Date, billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- 4.2.6 With respect to Business Customers only, if any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the date due, net of taxes, not compounded, multiplied by a monthly late factor of 1.5%.
- 4.2.7 For any check returned to the Company due to insufficient funds, uncollected funds, or closed account, a \$25.00 fee will be assessed per check returned.

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- 4.2.8 Although it is the intent of the Company to submit timely statements of charges, failure by the Company to do so in a timely manner shall not constitute a breach of the Company's obligations under this tariff or a waiver of the Company's right to payment of the incurred charges, and, except for the assertion by the Customer that the Company's right to payment is barred by an applicable statute of limitations, the Customer shall not be entitled to dispute the Company's bill(s) based on the Company's failure to submit them in a timely fashion.
- 4.3 Advance Payments
  - 4.3.1 To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and the first month's estimated recurring charges for the service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated nonrecurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill and may be required in addition to a deposit.
  - 4.3.2 A customer whose service has been discontinued for nonpayment of bills will be required to pay the unpaid balance due carrier and may be required to pay reconnect charges.
- 4.4 <u>Deposits</u>
  - 4.4.1 The Company may, in order to safeguard its interests, require an applicant to make a suitable deposit to be held by the Company as a guarantee of the payment of charges.
  - 4.4.2 A deposit will be required under the following conditions:
    - 4.4.2.1 Applicant does not have verifiable credit with any Company affiliate anywhere within the region in the same or similar business; or
    - 4.4.2.2 Applicant has had previous verifiable Service with any Company affiliate anywhere within the region but has an outstanding and unpaid bill for Service; or has not established satisfactory credit. Satisfactory credit for a Customer is defined as twelve consecutive months of service without a suspension of service for nonpayment or with no more than one notification of intent to suspend service for nonpayment.

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- 4.4.2.3 Applicant for nonresidential service will be given credit for previous nonresidential service only if the applicant is same business entity to which such service was previously provided.
- 4.4.3 An initial deposit or an additional deposit will be required of an existing Customer when high risk is indicated and existing security is insufficient. Such requirement will be imposed when a payment history includes a suspension of service for nonpayment during the previous twelve month period.
- 4.4.4 The Company reserves the right to provide for installment payment of the deposit if the circumstances warrant.
- 4.4.5 Any deposit required of an existing Customer is due and payable within ten days after the requirement is imposed. This requirement shall be in writing and the payment date shall be on or after the due and payable date for the current bill. If said deposit or installment thereof, as appropriate, is not paid within the aforementioned time frame, the Company may suspend service of the Customer without further notice. The following are exceptions to this provision:
  - 4.4.5.1 In the event service is suspended for a Customer for nonpayment, an initial or additional deposit shall be required prior to the restoration of service if existing security is insufficient.
  - 4.4.5.2 In the event prior indebtedness or prior unsatisfactory credit has been determined subsequent to the initial establishment of service due to misrepresentation of the facts by the Customer, a deposit shall be due and payable within five days upon verbal notification and written confirmation or within ten days when notification can only be provided in writing. The ten day period shall be measured from the mailed date of the written notice. If said deposit is not paid within the aforementioned time frame, the Company may suspend service to the Customer without further notice.
- 4.4.6 The amount of the deposit shall be the estimated charges for the Service which will accrue for a 2 and one half-month period. All applicants and existing Customers shall be treated uniformly for the determination and application of deposits.

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- 4.4.7 When it is determined that a deposit is required under the conditions specified above, the applicant or Customer may, in lieu of or in addition to making the deposit, arrange for an acceptable third party to guarantee payment of his charges by executing on his behalf a Guarantee of Payment Agreement with the Company. An acceptable third party guarantor for Service is a current IXC Customer with at least two years continuous service, whose payment history for the most recent twelve month period is satisfactory.
- 4.4.8 The fact that a deposit has been made in no way relieves the Customer from complying with the Company's regulations as to advance payments, or the prompt payment of bills on presentation.
- 4.4.9 The deposit will bear simple interest computed from the date of its receipt by the Company to the date the deposit is refunded, or service is terminated, or annually upon request of the Customer. In the event that a deposit is retained during time periods having different rates of interest, the interest accrued on the deposit will be calculated using the interest rate applicable to each time period.
- 4.4.10 If the Customer is a natural person who is a candidate for political office or is a person or organization acting on behalf of a candidate for political office the deposit requirement will be adjusted monthly to reflect twice the current month's actual billing. Under these circumstances, a security, i.e., surety bond or bank letter of credit equal to the Company's deposit requirement will be the only acceptable substitutes for a cash deposit.
- 4.4.11 The rate of interest to be paid on Customer deposits will be the lesser of 6% or an amount determined by the Commission.
- 4.4.12 When service is terminated, the amount of the initial or additional deposit, with any interest due, will be credited to the Customer's account and any credit balance which may remain will be refunded. After an existing customer has established satisfactory credit, the amount of the deposit, with any interest due, will be either credited to the account or at the option of the Customer, refunded. Satisfactory credit for a Customer is defined as twelve consecutive months of Service without suspension for nonpayment and with no more than one notification of intent to suspend service for nonpayment.

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### 4.5 <u>Discontinuance of Service</u>

- 4.5.1 Upon nonpayment of any amounts owing to the Company, the Company may, by giving ten days prior written notice to the Customer, discontinue or suspend service without incurring any liability.
- 4.5.2 Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 30 days prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- 4.5.3 Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer, or if a condition immediately dangerous or hazardous to life, physical safety or property exists, or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability. The Company will provide a written notice of the disconnection at least five (5) days before the date of disconnection.
- 4.5.4 Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately require a deposit without incurring any liability.
- 4.5.5 Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.
- 4.5.6 Upon the Company's discontinuance of service to the Customer under paragraphs 4.5.1 or 4.5.2 above, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of the tariffs of the Company, may declare all future monthly and other charges which would have been payable by the Customer during, the remainder of the minimum term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent (6%)).

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- 4.5.7 Any Customer or Applicant for Service requesting the opportunity to dispute any action or determination of company under applicable Commission rules shall be given an opportunity for a supervisory review by the Company immediately following Customer's request for such review. Service will not be disconnected pending completion of the review.
- 4.6 <u>Cancellation of Application for Service</u>
  - 4.6.1 Applications for service are noncancellable unless the Company otherwise agrees. Where the Company permits the Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
  - 4.6.2 Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun (all discounted to present value at six percent (6%)).
  - 4.6.3 Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
  - 4.6.4 The special charges described in paragraphs 4.6.1 through 4.6.3, above, will be calculated and applied on a case-by-case basis.

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### 4.7 <u>Changes in Service Requested</u>

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

#### 4.8 <u>Taxes</u>

The Customer is responsible for the payment of all federal, state, and local taxes, fees, surcharges (however designated), and other exactions imposed on the Company or its services by governmental jurisdictions, other than taxes imposed generally on corporations. Any taxes imposed by a local jurisdiction (e.g., county, and municipal taxes) will only be recovered from Customers in accordance with applicable tax laws. All such taxes, fees, and charges shall be separately designated on the Company's invoices, and are not included in the tariffed rates. It should be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively.

### 4.9 <u>Disputed Bills</u>

(1) The Customer may dispute a bill in good faith only by written notice to the Company. Unless such notice is received within 90 days (commencing 5 days after such bills have been mailed or otherwise rendered per the Company's normal course of business), the bill statement shall be deemed to be correct and payable in full by Customer. Any Customer who has a dispute shall be advised by the Company that the Customer may file a formal or informal complaint with the Customer withholds disputed amounts, it must identify the account number under which the bill has been rendered, the date of the bill, and the specific items on the bill being disputed to permit the Company to investigate the merits of the dispute.

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- (2) The date of the dispute shall be the date on which the Customer furnishes the Company the following account information:
  - A clear explanation of the basis of the dispute, including what the Customer believes is incorrect (e.g., nonrecurring charge; mileage; circuit identification) and the reason why the Customer believes the bill is incorrect (e.g., monthly rate billed not same as in tariff; facility not ordered; service not received);
  - The account number under which the bill was rendered;
  - The date of the bill;
  - The invoice number;
  - The exact dollar amount in dispute;
  - The universal service order code(s)(USOCs) and/or rate element associated with the service;
  - Details sufficient to identify the specific amount(s) and item(s) in dispute;
  - The name of the person initiating the Customer's dispute;
  - Additional data as the Company reasonably requests from the Customer to resolve the dispute. The request for such additional information shall not affect the Customer's dispute date as set forth preceding.
- (3) The date of resolution is the date the Company completes the investigation and credits the Customer account or confirms the billing as accurate and denies the dispute.
- (4) In the event that a billing dispute concerning any charges billed to the Customer by the Company is resolved in favor of the Company, any payments withheld pending settlement of the dispute shall be subject to the late payment penalty set forth in 4.2.6 preceding.

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## **SECTION 5 - USE OF CUSTOMER'S SERVICE BY OTHERS**

#### 5.1 <u>Resale and Sharing</u>

Any service provided under the Company tariffs may be resold to or shared with other persons at the option of Customer, except as provided in 5.3, following. Customer remains solely responsible for all use of services ordered by it or billed to its telephone number(s) pursuant to the tariffs of the Company, for determining who is authorized to use its services, and for notifying the Company of any unauthorized use. Business rates apply to all service that is resold or shared.

#### 5.2 Joint Use Arrangements

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

- 5.3 Transfers and Assignments
  - 5.3.1 The Customer shall not, without prior written consent of the Company, assign, transfer, or in any other manner dispose of, any of its rights, privileges, or obligations under this tariff, and any attempt to make such an assignment, transfer, disposition without such consent shall be null and void.

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# **SECTION 6 - CANCELLATION OF SERVICE**

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a Major Service Interruption, Customer agrees to pay to the Company the following sums, within 21 days of the effective date of the cancellation or termination and be payable under the terms set forth in Section 4.0, preceding: all costs, fees and expenses reasonably incurred in connection with.

- 6.1. All Nonrecurring charges as specified in the Company's tariffs, plus
- 6.2. Any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of Customer, plus
- 6.3. All Recurring Charges specified in the applicable Company tariff for the balance of the then current term.

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# SECTION 7 - NOTICES AND COMMUNICATIONS

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

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

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

7.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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## SECTION 8 - CUSTOMER EQUIPMENT AND CHANNELS

### 8.1 <u>General</u>

A User may transmit any form of signal that is compatible with the Company's equipment, but except as otherwise specifically stated in its tariffs, the Company does not guarantee that its services will be suitable for any particular purpose.

### 8.2 <u>Station Equipment</u>

- 8.2.1 Terminal equipment on the User's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company's Point of Connection.
- 8.2.2 The Customer is responsible for ensuring that Customer-provided equipment connected to the Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.
- 8.2.3 Customer provided station equipment may be attached to services provided under the tariffs of the Company subject to any applicable law, and any applicable provisions of the tariffs of the Company; and is the sole responsibility of the Customer.
- 8.2.4 The Company is not responsible for malfunctions of any Customer-provided equipment, or for misdirected calls, disconnects or other service problems caused by the use of Customer-owned equipment.

#### 8.3 Interconnection of Facilities

8.3.1 Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communications Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.

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# SECTION 8 – CUSTOMER EQUIPMENT AND CHANNELS (CONT'D)

- 8.3.2 Communications Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.
- 8.3.3 Facilities furnished under the tariffs of the Company may be connected to customer provided terminal equipment in accordance with the provisions of the tariffs of the Company. All such terminal equipment shall be registered with the applicable state and federal authorities.
- 8.4 <u>Tests and Adjustments</u>

Upon suitable notice, the Company may make such tests, adjustments, and inspections as may be necessary to maintain the Company's facilities in satisfactory operating condition. No interruption allowance will be credited to the Customer for the period during which the Company makes such tests, adjustments, or inspections.

- 8.5 <u>Inspections</u>
  - 8.5.1 Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the User is complying with the requirements set forth in Section 2.8 for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
  - 8.5.2 If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

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## **SECTION 9 - ALLOWANCES FOR INTERRUPTIONS IN SERVICE**

### 9.1 <u>General</u>

- 9.1.1 Interruptions in service, which are not due to the negligence of, or noncompliance with the provisions of the tariffs of the Company by, the Customer or of an authorized or Joint User, or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth below for the part of the service that the interruption affects.
- 9.1.2 A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under its tariffs. An interruption period begins when the Customer reports a service, facility or circuit is interrupted and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.
- 9.1.3 For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- 9.1.4 For Switched Access Service, no credit will be allowed for an interruption of less than 24 hours. After the first 24 hour period, a credit equal to 1/30 of the applicable recurring transport charges will be applied to each interruption which is in excess of 12 hours and Up to 24 hours.

Interruptions Over 24 Hours and Less than 72 Hours will be credited 1/5 day for each 3-hour period or fraction thereof. No more than one full day's credit will be allowed for any period of 24 hours.

Interruptions Over 72 Hours will be credited 2 days for each full 24-Hour period. No more than 30 days credited will be allowed for any one month period.

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### SECTION 9 - ALLOWANCES FOR INTERRUPTIONS IN SERVICE (CONT'D)

- 9.2 <u>No credit allowance will be made for:</u>
  - 9.2.1 interruptions due to the negligence of, or noncompliance with the provisions of the tariffs of the Company by, the Customer, User, or other common carrier providing service connected to the service of the Company;
  - 9.2.2 interruptions due to the negligence of any person other than the Company, including but not limited to the Customer or other common carriers connected to the Company's facilities;
  - 9.2.3 interruptions of service due to the failure or malfunction of facilities, power or equipment provided by the Customer, Authorized User, Joint User, or other common carrier providing service connected to the services or facilities of the Company;
  - 9.2.4 interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
  - 9.2.5 interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
  - 9.2.6 interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
  - 9.2.7 interruption of service due to circumstances or causes beyond the control of the Company; and
  - 9.2.8 interruptions of service that occur or continue due to the Customer's failure to authorize replacement of any element of special construction.

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### **SECTION 10 - APPLICATION OF RATES**

#### 10.1 Distance-Based Charges

- 10.1.1 Distance between two points is measured as airline distance between two Points of Service.
- 10.1.2 The airline distance between any two Points of Service is determined as follows:
  - A. Obtain the vertical and horizontal coordinates for each Point of Service location.
  - B. Compute the difference between the vertical coordinates of the two Points of Service; and compute the difference between the two horizontal coordinates.
  - C. Square each difference between the vertical coordinates and the horizontal coordinates.
  - D. Add the square of the vertical coordinates difference and the square of the horizontal coordinates difference.
  - E. Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.
  - F. Take the square root of the result.

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## SECTION 11 - SPECIAL CONSTRUCTION AND SPECIAL ARRANGEMENTS

### 11.1 Special Construction

Subject to the agreement of the Company and to all of the regulations contained in the tariffs of the Company, special construction and special arrangements may be undertaken on a reasonable efforts basis at the request of the Customer. Special arrangements include any service or facility relating to a telecommunications service not otherwise specified under tariff, or for the provision of service on an expedited basis or in some manner different from the normal tariff conditions. Special construction is that construction undertaken:

- 11.1.1 where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- 11.1.2 of a type other than that which the Company would normally utilize in the furnishing of its services;
- 11.1.3 over a route other than that which the Company would normally utilize in the furnishing of its services;
- 11.1.4 in a quantity greater than that which the Company would normally construct;
- 11.1.5 on an expedited basis;
- 11.1.6 on a temporary basis until permanent facilities are available;
- 11.1.7 involving abnormal costs; or
- 11.1.8 in advance of its normal construction.

#### 11.2 Basis for Charges

Where the Company furnishes a facility or service on a special construction basis, or any 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 and may include, (1) nonrecurring type charges; (2) recurring type charges, (3) termination liabilities; or (4) combinations thereof. The agreement for special construction will ordinarily include a minimum service commitment based upon the estimated service life of the facilities provided.

#### 11.3 Basis for Cost Computation

The costs referred to in Section 11.2 preceding may include one or more of the following items to the extent they are applicable:

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## SECTION 11 - SPECIAL CONSTRUCTION AND SPECIAL ARRANGEMENTS (CONT'D)

11.3.1 installed costs of the facilities to be provided including estimated costs for the rearrangements of existing facilities. Installed costs include the cost of:

11.3.1.1	equipment and materials provided or used,
11.3.1.2	engineering, labor and supervision,
11.3.1.3	transportation,
11.3.1.4	rights of way, and
11.3.1.5	any other item chargeable to the capital account;

11.3.2 annual or monthly charges including the following:

- 11.3.2.2 depreciation on the estimated installed cost of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;
- 11.3.2.3 administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;

11.3.2.4 any other identifiable costs related to the facilities provided; and

11.3.2.5 an amount for return and contingencies.

## 11.4 <u>Termination Liability</u>

To the extent that there is no other requirement for use by the Company, the Customer may have a termination liability for facilities specially constructed at the request of the Customer, if and only if such liability is clearly stated in a written agreement between the Company and the Customer.

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# SECTION 11 - SPECIAL CONSTRUCTION AND SPECIAL ARRANGEMENTS (CONT'D)

- 11.4.1 The maximum termination liability is equal to the total cost of the special facility as determined under 11.3, preceding, adjusted to reflect the re-determined estimate net salvage, including any reuse of the facilities provided.
- 11.4.2 The maximum termination liability as determined in paragraph (1) shall be divided by the original term of service contracted for by the Customer (rounded up to the next whole number of months) to determine the monthly liability. The Customer's termination liability shall be equal to this monthly amount multiplied by the remaining unexpired term of service (rounded up to the next whole number of months), discounted to present value at six percent (6%), plus applicable taxes.

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# SECTION 13 - SWITCHED ACCESS SERVICE

#### 13.1 <u>General</u>

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

Rates and charges are set forth in Section 15. The application of rates for Switched Access Service is described in Section 15.1.3.4.

#### 13.2 Provision and Description of Switched Access Service Agreements

Switched Access Service is provided in the following service type:

13.2.1 Switched Access service is furnished for originating and terminating calls by the Customer to its End User. Switched Access Service is furnished on a per-line or per trunk basis.

13.2.2 Originating traffic type represents access capacity within a LATA for carrying traffic from the End User to the Customer; and Terminating traffic type represents access capacity within a LATA for carrying traffic from the Customer to the End User. When ordering capacity for Switched Access Service, the Customer must a ta minimum specify such access capacity in terms of originating traffic type and/or terminating traffic type.

13.2.3 Switched Access is provisioned, at minimum, at the DS-1 (or equivalent) level and provides trunk-side access to End Office switches, for the Customer's use in originating and terminating communications.

13.2.4 Two types of Switched Access are available:

(1) Indirect Connection Access: This option applies when the Customer has no direct facilities to the Company Switch. All traffic is routed to and from the Company Switch via a third-party access tandem. Delivery of calls to, or acceptance of calls from, the Company via Tandem Connect Access shall constitute a Constructive Order and an agreement by the Customer to purchase the Company's switched access services as described and priced herein.

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(2) Direct Connection Access: This option applies when the Customer has direct facilities to the Company Switch. This transmission path is dedicated to the use of a single Customer. The Company may require the Customer to submit an ASR or comparable documentation for Direct Connect Access. Direct Connect Access is provided on an Individual Case Basis as Special Service Arrangements.

### 13.4 Rate Categories:

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

- Switched Transport
- End Office Switching

## 13.4.1 Switched Transport

The Switched Transport component is related to the transmission and tandem switching facilities between the customer designated premises and the end office switch(es) where the customer's traffic is switched to originate or terminate the customer's communications. The Switched Transport component also includes transport between an end office which serves as host for a remote switching system or module (RSS or RSM) and the RSS or RSM.

## 13.4.2 End Office Switching

The End Office Switching component is related to the use of end office switching equipment, the terminations of calls at Company Intercept Operators or recordings, the Signaling Transfer Point (STP) costs, and the SS7 signaling function between the end office and the STP.

- 13.5 Access Ordering
- 13.5.1 General
  - A. Customers may order Switched Access through a Constructive Order, as defined herein, or through an ASR. The format and terms of the ASR will be as specified in the Industry Access Service Order Guidelines, unless otherwise specified herein.
  - B. A Customer may order any number of services of the same type and between the same premises on a single ASR. All details for services for a particular order must be identical.

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- C. The Customer shall provide all information necessary for the Company to provide and bill for the requested service. When placing an order for Access Service, the Customer shall provide the following minimum information:
  - a. Customer name and Premises address(es);
  - b. Billing name and address (when different from Customer name and address); and
  - c. Customer contact name(s) and telephone number(s) for the following provisioning activities: order negotiation, order confirmation, interactive design, installation and billing.
- 13.5.2 Access Service Date Intervals
  - A. Access Service is provided with Standard or Negotiated Intervals
  - B. The Company will specify a firm order confirmation date and Service Commencement Date contingent on the ASR being complete as received. To the extent the Access Service can be made available with reasonable effort, the Company will provide the Access Service in accordance with the Customer's requested interval, subject to the following conditions:
    - a. For service provided under a Standard Interval: The Standard Interval for Switched Service will be sixty (60) business days from the Application Date. This interval only applies to standard service offerings where there are pre-existing facilities to the Customer Premises. Access Services provided under the Standard Interval will be installed during Company business hours.
    - b. For service provided under a Negotiated Interval: The Company will offer a Service Date based on the type and quantity of Access Services the Customer has requested. The Negotiated Interval may not exceed by more than six months the Standard Interval Service Date, or, when there is no Standard Interval, the Company offered Service Date, except as otherwise agreed by the Company in writing. The Company will negotiate a Service Date interval with the Customer when:
      - 1. The Customer requests a Service Date before or beyond the applicable Standard Interval Service Date; or
      - 2. There is no existing facility connecting the Customer Premises with the Company; or

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- 3. The Customer requests a service that is not considered by the Company to be a standard service offering (for example, if additional engineering or special construction is required to complete the order); or
- 4. The Company determines that Access Service cannot be installed within the Standard Interval.
- C. All services for which rates are applied on an Individual Case Basis are provided with a Negotiated Interval.
- 13.5.3 Access Service Request Modifications

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

#### 13.6 Obligations of Company

In addition to the obligations of the Company set forth in other sections of this tariff. The Company has certain other obligations concerning the provision of Switched Access Service. These obligations are as follows:

#### 13.6.1 Network Management

The Company will administer its Network to ensure the provision of acceptable service levels to all telecommunications users of the Company's Network Services.

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 Network. Company reserves the right to apply protective controls, (i.e., those actions, such as call gapping, which selectively cancel the completion of traffic), over any traffic carried over its Network, including that associated with a Customer's Switched Access Service. Generally, such protective measures would only be taken as a result of occurrences such as failure or overload of Company or Customer facilities, natural disasters, mass calling or national security demands. Customer will notify Company of anticipated peaked services as stated below. Based on the information provided Company will work cooperatively with Customer to determine the appropriate level of control.

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13.6.2 Supervisory Signaling

The company's equipment shall provide the necessary On-Hook, Off-Hook answer and disconnect supervision.

When a Customer uses the Company's facilities to offer services for which a substantial call volume or peaked service is expected during a short period of time, the Customer must notify the Company at least 24 hours in advance of each peak period. For events scheduled during weekends or holidays, the Company must be notified no later than 5:00 p.m. local time the prior business day. Notification should include the nature, time, duration, and frequency of the event, an estimated call volume, and the NPA NXX and line number(s) to be used. On the basis of the information provided, the Company may invoke network management controls if required to reduce the probability of excessive Network congestion. The Company will work cooperatively with the Customer to determine the appropriate level of such control. Failure to provide prescribed notification may result in Customer caused Network congestion which could result in discontinuance of service under Section 4.5.2.

### 13.7 <u>Obligations of the Customer</u>

In addition to obligations specified elsewhere in this tariff, the Customer has certain specific obligations pertaining to the use of Switched Access Service, as follows:

#### 13.7.1 Report Requirements:

When a Customer orders Switched Access Service for both intrastate and interstate use, the Customer is responsible for providing Jurisdictional Reports as set forth in Section 3.4 preceding. Charges will be apportioned in accordance with those reports. The method for determining the intrastate charges is set forth therein (Section 3.4).

#### 13.7.2 [reserved]

13.7.3 Design of Switched Access Services:

It is the Customer's responsibility to assure that sufficient Access Services have been ordered to handle its traffic.

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#### 13.8 <u>Rate Regulations</u>

#### 13.8.1 General

There are three types of rates and charges that apply to Switched Access Service provided by the Company. These are Monthly Recurring Charges, Usage Charges and Nonrecurring Charges.

#### 13.8.2 Types of Charges

- A. Nonrecurring charges are one time charges that apply for a specific work activity (e.g., installation or change to an existing service). Non-recurring charges may apply for installation of service, installation of optional features and service rearrangements.
- B. Recurring Charges are flat monthly rates that apply for each month or fraction thereof that a specific rate element is provided. For billing purposes, each month is considered to have 30 days.
- C. Usage Charges are rates that apply only when a specific rate element is used. These are applied on a per-access minute, a per-call or per-query basis. Usage rates are accumulated over a monthly period.
- 13.8.3 Measurement and Billing of Access Minutes
  - A. When recording originating calls over Switched Access Service with multifrequency address signaling, usage measurement begins when the first wink supervisory signal is forwarded from the Customer's facilities. The measurement of originating call usage over Switched Access Service ends when the originating Switched Access Service entry switch receives disconnect supervision from either the originating End User's End Office (indicating that the originating End User has disconnected), or from the Customer's facilities, whichever is recognized first by the entry switch. For terminating calls over Switched Access Service with multifrequency address signaling, the measurement of access minutes begins when a seizure signal is received from the Carrier's trunk group at the Point of Presence within the LATA. The measurement of terminating call usage over Switched Access Service ends when a disconnect signal is received, indicating that either the originating or terminating user has disconnected.

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- B. When recording originating calls over Switched Access Service with SS7 signaling, usage measurement begins with the transmission of the initial address message by the switch for direct trunk groups and with the receipt of an exit message by the switch for tandem trunk groups. The measurement of originating Switched Access Service usage ends when the entry switch receives or sends a release message, whichever occurs first. For terminating calls over Switched Access Service with SS7 signaling, the measurement of access minutes begins when the terminating recording switch receives the initial address message from the terminating End User. On directly routed trunk groups or on tandem routed trunk groups, the Company switch receives the initial address message and sends the indication to the Customer in the form of an answer message. The measurement of terminating Switched Access Service call usage ends when the entry switch receives or sends a release message, which when the entry switch receives or sends a release message, when the entry switch receives or sends a release message, when the entry switch receives or sends a release message.
- C. Mileage, where applicable, will be measured in accordance with standard industry practices.
- D. The Company will use the Small Exchange Carrier Access Billing ("SECAB") guidelines, or the Carrier Access Billing System ("CABS") guidelines, or other system that emulates or otherwise produces a reasonable substitute for the output of SECAB or CABS, for billing all charges under this tariff. The Company will provide billing using an electronic format by way of email or upon request, a mechanized medium (e.g., CD ROM, etc.). Bills will be accurate and contain sufficient supporting details to allow customers to account for the charges and to verify their accuracy in a reasonable and timely fashion. Requests for additional bill detail or formats will be handled and priced on an Individual Case Basis (ICB).
- E. Access minutes are accumulated during the billing period. Fractional minutes are rounded up to the next whole minute.
- 13.8.4 Application of Access Charges to VoIP-PSTN Access Traffic
  - A. All VoIP-PSTN Access traffic will be assessed switched access charges at the rates set forth in this tariff.

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B. The Company shall assess and collect switched access rate elements under this tariff for access services, regardless of whether the Company itself delivers such traffic to the called party's premises or delivers the call to the called party's premises via contractual or other arrangements with an affiliated or unaffiliated provider of VoIP service that does not itself seek to collect switched access charges for the same traffic. The Company will not charge for functions not performed by the Company, its affiliated or unaffiliated provider of VoIP service. For purposes of this provision, functions provided by the Company as part of transmitting telecommunications between designated points using, in whole or in part, technology other than TDM transmission in a manner that is comparable to a service offered by a local exchange carrier constitutes the functional equivalent of carrier access service.

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# SECTION 14 – RATES AND CHARGES

#### 14.1 Rates for Switched Access Services

#### 14.1.1 Per-Minute Tandem Switched Transport Rates

For each minute of use (origianting or terminating) a Customer transmits to or receives from a Company tandem switch, the per-minute-of-use rates specified in Section 14.1.2.1 shall apply.

#### 14.1.2 Per-Minute End Office Rates

For each originating minute of use a Customer receives from a Company switch, the per-minute-of-use local switching charge stated in Section 14.1.2.1 shall apply. For each terminating minute of use a Customer send to a Company switch, the per-minute-of-use local switching charge stated in Section 14.1.2.1 shall apply. For each originating and each terminating minute of use, the perminute-of-use port charges as specified there shall also apply as stated in Section Section 14.1.2.2.

#### 14.1.2 Rates and Charges

14.1.2.1	Local End Office Switching Rates:
	Rate Per Access Minute:
	Originating: TBD Terminating: TBD
14.1.2.2	End Office Shared Port:
	Rate Per Access Minute:
	Originating: TPD

Originating: TBD Terminating: TBD

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# SECTION 14 – RATES AND CHARGES (CONT'D)

14.1.2.3 Switched Transport Usage Rates – Switched Transport

Tandem Switched Transport – Termination:

Originating: TBD Terminating: TBD

Tandem Switched Transport – Facility:

Originating: TBD Terminating: TBD

#### 14.2 Individual Case Basis Arrangements

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

#### 14.3 <u>Federal Universal Service Fee</u>

The Customer will be assessed a monthly Federal Universal Service Fee on all telecommunications services to cover the cost of contributions that Company is required to make under the Telecommunications Act of 1996 to support federal universal service.

Services provided pursuant to this tariff are subject to a monthly Universal Service Fee as permitted by the rules of the Federal Communications Commission. The Federal Universal Service Fund Assessment will not count toward any monthly minimum payment requirements and it is not subject to any discounts that may be otherwise available.

This charge does not apply to services provided to a Customer that is a telecommunications carrier, to the extent that Customer purchases the services for resale to, or as a wholesale input to services provided to, end users, ands provide Company with such additional documentation as Company may require to certify that Customer is purchasing the services for resale and will itself remit appropriate amounts to the Universal Service Administrative Company based on Customer's charges to its own customers.

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# SECTION 14 – RATES AND CHARGES (CONT'D)

#### 14.4 Promotional And Temporary Rates

This Section 14.5 of this Tariff contains promotional and temporary rates. Each subsection of this Section 14.5 contains a specific promotional or temporary rate for a service the regular rate for which is contained in another part of this tariff. Each such subsection identifies (a) the service or services to which the promotional rate applies; (b) the promotional rate that applies to the affected service or services; (c) the first date on which the promotional rate is available; (d) the last date on which the promotional rate is available; and (e) any other relevant terms or conditions associated with taking advantage of the promotional rate.

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#### <u>Exhibit B</u>

#### **Description of Services**

Applicant proposes to provide facilities-based and resold local exchange telecommunications services throughout the entire State of Ohio. Specifically, Applicant will provide transport, backhaul, and broadband data and other voice and data services as well as other infrastructure used by carriers, emergency responders, public safety agencies, backhaul providers, and other companies. These services will be provided using a combination of fixed lines and microwave links to ensure resiliency. Please see Applicant's Local Exchange Service Tariff attached hereto in **Exhibit A** for a complete description of Applicant's proposed services.

Applicant does not intend to provide switched access services. However, to the extent the provision of switched access services is required for full competitive local exchange carrier authority, Applicant will provide such services at the request of the specific customer. Accordingly, Applicant has attached a proposed Switched Access Tariff in **Exhibit A** of this Application.

# <u>Exhibit C</u>

#### **Geographic Area Served**

Applicant seeks authority to provide competitive telecommunications services throughout the State of Ohio in the territories of all Incumbent Local Exchange Carriers ("ILECs") to the extent those areas are open to competition.

#### <u>Exhibit D</u>

#### **Public Interest Statement**

Grant of this Application would serve the public interest by expanding the availability of competitive telecommunications services in the State of Ohio. Moreover, as demonstrated in the Application and Exhibits, Applicant is financially and technically qualified to provide telecommunications service in Ohio. Competition in the Ohio local exchange market will promote and serve the public interest by creating incentives for local telecommunications service providers to provide a wider variety of service, improve network efficiencies, and reduce prices for consumers. Grant of this Application will also allow Applicant to compete effectively in order to offer the latest services and technologies at levels meeting or exceeding those currently offered by either the ILECs or other competitive providers operating in Ohio. Applicant plans to maintain, expand, and upgrade its network as necessary to meet the evolving needs and expectations of its Ohio customers. Accordingly, grant of this Application would be in the public interest for the reasons stated above.

# <u>Exhibit E</u>

#### **Customer Class**

Applicant does not intend to provide services to residential customers. Instead, Applicant will provide service to businesses and governmental agencies such as: wireless carriers, emergency responders, public safety agencies, backhaul providers, and other companies.

# <u>Exhibit F</u>

#### **Corporate Documents**

Attached hereto are Applicant's registration with the Ohio Secretary of State. Applicant shall submit its registration with the Ohio Department of Taxation as soon as the registration is granted.



DATE 01/28/2016 DOCUMENT ID 201602702498

DESCRIPTIONFILINGEXPEDPENALTYREGISTRATION OF FOREIGN FOR PROFIT LLC99.000.000.00(LFP)0.000.000.000.00

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

THE COMPLIANCE GROUP KAREN HYDE 1420 SPRING HILL RD., SUITE 400 MCLEAN, VA 22102

# STATE OF OHIO CERTIFICATE

# **Ohio Secretary of State, Jon Husted**

3856091

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

#### **MOBILITIE MANAGEMENT, LLC**

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

Document(s)

REGISTRATION OF FOREIGN FOR PROFIT LLC Effective Date: 01/26/2016 Document No(s): 201602702498

COPY

0.00

CERT

0.00



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 28th day of January, A.D. 2016.

Ion Huster

**Ohio Secretary of State** 

#### <u>Exhibit G</u>

#### **Financial Viability**

Applicant is a startup and, therefore, does not have records regarding its current financial condition or its recent profitability. However, Applicant's parent company, Mobilitie Holdings, LLC, will finance Applicant's operations in the State of Ohio in their entirety. Attached hereto are copies of Mobilitie Holdings' financial statements.

The attached financial information is proprietary and confidential. Applicant does not make such information public. The following information is provided under seal.

#### <u>Exhibit H</u>

#### **Managerial Ability and Corporate Structure**

Applicant has the requisite technical and managerial qualifications to provide local telecommunications services in the State of Ohio. Applicant's management team includes individuals with substantive experience in successfully developing and operating telecommunications businesses. Consequently, Applicant has the requisite technical resources to support its Ohio operations, making Applicant's management well-qualified to operate Applicant's local telecommunications services in Ohio. Attached hereto are biographies of Applicant's key personnel and management.

#### Applicant's Officers:

Christos Karmis, President Mobilitie Management, LLC 2220 University Drive Newport Beach, CA 92660 Tel: (877) 999-7070

#### Corporate Structure:

Applicant is a jointly-owned subsidiary of Mobilitie Holdings, Inc., and Mobilitie Holdings, LLC.

#### **Operations in Other States:**

Applicant is currently registering or applying for authority to operate as a telecommunications service provider in all fifty states, the District of Columbia, Puerto Rico, and the U.S. Virgin Islands.

# **CHRISTOS KARMIS**

2220 University Drive, Newport Beach, CA 92660 Phone: 949.999.5766 • Email: <u>christos@mobilitie.com</u>

#### <u>SUMMARY</u>

Christos Karmis is President of Mobilitie and a recognized leader in the telecom industry.

Since joining Mobilitie, Christos led the development and implementation of our customized Lease-to-Suit™ telecom program with several of the largest national telecom carriers. He also currently oversees tower leasing and colocation activity on Mobilitie's telecom communication towers.

Before joining Mobilitie, Christos specialized in real estate advisory services and the telecom communications industry with Deloitte Consulting. While at Deloitte, he provided operational and network optimization strategies to several of the Big Six Telecom Carriers.

In addition, Christos is experienced with process improvement, technology optimization, and establishing Sarbanes-Oxley-compliant financial controls for network lease administration. He has also led due diligence projects for the sale of significant telecom communication assets.

Prior to joining Deloitte, Christos was an engineer for Harris Corporation specializing in digital mapping.

#### EXPERIENCE AND SELECTED ACHIEVEMENTS

#### Mobilitie, LLC. President

#### September 2005 – Present

August 2001 – August 2005

Leads the development and implementation of our customized Lease-to-Suit™ telecom program with several of the largest national telecom carriers

Oversees tower leasing and colocation activity on Mobilitie's telecom communication towers

#### Deloitte Consulting Telecommunications Consultant

Specialized in real estate advisory services and the telecom communications industry

Provided operational and network optimization strategies to several of the Big Six Telecom Carriers

Worked on process improvement, technology optimization, and establishing Sarbanes-Oxley-compliant financial controls for network lease administration

Led due diligence projects for the sale of significant telecom communication assets

#### Harris Corporation Engineering Manager

Specialized in digital mapping

#### **EDUCATION**

MBA, University of Florida - Warrington College of Business Administration, 1999 – 2001 BS, Mechanical Engineering, Clemson University, 1992 – 1997

May 1997 – August 1999

# <u>Exhibit I</u>

# Verification of FCC Accounting Requirements Compliance

The FCC's accounting requirements do not apply to Applicant because Applicant is a competitive telecommunications provider. Applicant follows Generally Accepted Accounting Practices ("GAAP") in its accounting procedures.

#### <u>Exhibit J</u>

#### **Proposed Interactions with Other Carriers**

To the extent necessary, Applicant may partner with or resell the facilities or services of local exchange carriers, wireless providers, or other companies to provide services in the state. The location, scope and configuration of Applicant's service will depend on market and customer demands. Furthermore, Applicant has not begun interconnection agreement negotiations with Ohio ILECs, but will do so upon grant of operating authority by the Commission.

Therefore, Applicant is not currently negotiating agreements with carriers in Ohio, but will update the Commission if and when it pursues such negotiations.

# <u>Exhibit K</u>

# **Proposed Interactions with Customers**

Applicant will not serve end user customers and, therefore, will not use a disconnection notice. Applicant also will not require customer application forms because it will not serve end users.

# This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

4/6/2016 4:14:54 PM

in

Case No(s). 16-0721-TP-ACE

Summary: Application In the Matter of the Application of Mobilitie Management, LLC for Authority to Provide Facilities-Based Competitive Local Exchange Carrier Telecommunications Services electronically filed by Mr. Michael P Donahue on behalf of Mobilitie Management, LLC