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ACCESS SERVICE

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**WYYERD CONNECT, LLC**

ACCESS SERVICES TARIFF

Regulations and Schedule of Intrastate Access Rates

This tariff ("Tariff") contains the descriptions, regulations, and rates applicable to the furnishing of intrastate switched access services offered by Wyverd Connect, LLC to Customers located within the State of Ohio. This tariff is on file with the Public Utilities Commission of Ohio, and copies may be inspected, during normal business hours, at the Company's principal place of business.

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Issued: 09/23/2019

Effective: 09/23/2019

In Accordance with Case No. 19-1583-TP-ACE  
Issued by the Public Utilities Commission of Ohio  
Scott Beer, Chief Legal Officer  
Boulder, Colorado

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ACCESS SERVICE

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## CHECK SHEET

Pages of this tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages, 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.

PAGE	REVISION		PAGE	REVISION		PAGE	REVISION	
1	Original	*	26	Original	*	51	Original	*
2	Original	*	27	Original	*	52	Original	
3	Original	*	28	Original	*	53	Original	
4	Original		29	Original	*	54	Original	*
5	Original	*	30	Original	*	55	Original	*
6	Original		31	Original	*	56	Original	*
7	Original		32	Original	*	57	Original	
8	Original	*	33	Original	*	58	Original	
9	Original	*	34	Original	*	59	Original	
10	Original	*	35	Original	*			
11	Original	*	36	Original	*			
12	Original	*	37	Original	*			
13	Original	*	38	Original	*			
14	Original	*	39	Original	*			
15	Original	*	40	Original	*			
16	Original	*	41	Original	*			
17	Original	*	42	Original	*			
18	Original	*	43	Original	*			
19	Original	*	44	Original	*			
20	Original	*	45	Original	*			
21	Original	*	46	Original	*			
22	Original		47	Original	*			
23	Original		48	Original	*			
24	Original	*	49	Original	*			
25	Original	*	50	Original	*			

\* - indicates those pages included with this filing

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---

ACCESS SERVICE

---

## TABLE OF CONTENTS

	Pane
CHECK SHEET	2
TABLE OF CONTENTS	3
CONCURRING CARRIERS, CONNECTING AND OTHER PARTICIPATING CARRIERS	4
EXPLANATION OF SYMBOLS	5
APPLICATION OF TARIFF	6
TARIFF FORMAT	7
SECTION 1        DEFINITIONS AND ABBREVIATIONS	8
SECTION 2        RULES AND REGULATIONS	16
SECTION 3        SWITCHED ACCESS SERVICE	43
SECTION 4        RATES AND CHARGES	52
SECTION 5        CUSTOMER SPECIFIC CONTRACTS	59

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ACCESS SERVICE

---

CONCURRING CARRIERS

No Concurring Carriers

CONNECTING CARRIERS

No Connecting Carriers

OTHER PARTICIPATING CARRIERS

No Other Participating Carriers

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ACCESS SERVICE

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EXPLANATION OF SYMBOLS

The following symbols are used for the purposes indicated below:

- (C) To signify changed listing, rule, or condition that may affect rates or charges.
- (D) To signify discontinued material, including listing, rate, rule, or condition.
- (I) To signify an increase.
- (M) To signify material relocated from or to another part of tariff schedule with no change in text, rate, rule or condition.
- (N) To signify new material including listing, rate, rule or condition.
- (R) To signify a reduction.
- (S) To signify reissued material.
- (T) To signify change in wording of text but not change in rate, rule, or condition.

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ACCESS SERVICE

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APPLICATION OF TARIFF

This tariff contains regulations, rates and charges applicable to, Intrastate Access including Switched Access, End User Access, and other related services, hereinafter referred to as Access Services, provided by the issuing carrier of the tariff, hereinafter referred to as the Company, to Customers.

Regulations, rates and charges as specified in this tariff apply to Access Services and shall not serve as a substitute for interexchange carrier tariff offerings of services to end users. The provision of such Access Services by the Company as set forth in this tariff does not constitute a joint undertaking with an interexchange carrier or other provider.

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ACCESS SERVICE

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## TARIFF FORMAT

- A. Page Numbering - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between Pages 14 and 15 would be 14.1.
- B. Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14. Because of various suspension periods, deferrals, etc. that the Commission follows in their tariff approval process, the most current page number on file with the Commission is not always the tariff page in effect.
- C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
  - 2.1.
  - 2.1.1.
  - 2.1.1.A.
  - 2.1.1.A.1.
  - 2.1.1.A.1.(a).
  - 2.1.1.A.1.(a).I.
  - 2.1.1.A.1.(a).I.(i).
  - 2.1.1.A.1.(a).I.(i).(1).
- D. Check Sheets - When a tariff filing is made with the Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the pages contained in the tariff, with a cross reference to the current revision number. When new pages 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 page if these are the only changes made to it (i.e., the format, etc., remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular page is the most current on file with the Commission.

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ACCESS SERVICE

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS

Access Minutes - Denotes usage of exchange facilities in intrastate service for the purpose of calculating chargeable minutes of use.

Access Service or Switched Access Service - Access to the switched network of an Exchange Carrier for the purposes of originating or terminating communications. Access Service is available to carriers as defined herein.

Access Service Request (ASR) - The Industry service order format used by Access Service Customer and access providers as agreed to by the ATIS/Ordering & Billing Forum.

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

Account - The Customer who has agreed, verbally or by signature, to honor the terms of service established by the Company. An account may have more than one access code and/or operating company number (OCN) and/or carrier identification code (CIC) billed to the same Customer address.

Answer Supervision - The transmission of the switch trunk equipment supervisory signal (off-hook or on-hook) to the Customer's point of termination as an indication that the called party has answered or disconnected.

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

Call - A Customer attempt for which the complete address code is provided to the called end office.

Carrier or Common Carrier - Provider of telecommunications services for hire. See also See Interexchange Carrier or Exchange Carrier.

Carrier Access Code - A uniform seven (7) digit code assigned to an individual carrier. The seven (7) digit code has the form 950-xxxx or 101-xxxx.



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ACCESS SERVICE

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS, (CONT'D.)

Central Office - A local company switching system where the station loops are terminated for purposes of interconnection to each other and to trunks.

Channel(s) - An electrical or, in the case of fiber optic-based transmission systems, a photonic communications path between two or more points of termination.

Commercial Mobile Radio Service (CMRS) - A wireless provider of telecommunications services.

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

Communications System - Denotes channels and other facilities which are capable of communications between terminal equipment provided by an entity other than the Company.

Collocation - Carrier facilities and/or equipment located in a local exchange carrier's central office.

Commission - The Federal Communications Commission or the Public Utility Commission of the State in which service is offered.

Company — Wywerd Connect, LLC, unless otherwise indicated by the context.

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

Conventional Signaling - The inter-machine signaling system has been traditionally used in North America for the purpose of transmitting the called number's address digits from the originating Local Switching Center which terminates the call. In this system, all of the dialed digits are received by the originating switching machine, a path is selected, and the sequence of supervisory signals and out pulsed digits is initiated. No overlap out pulsing ten-digit ANI, ANI information digits, or acknowledgment link are included in this signaling sequence.

Customer - The person, firm, corporation or other entity which orders the Company's service or receives the Company's service, including but not limited to an Interexchange Carrier, End User, other telecommunications carrier, or provider originating or terminating Toll VoIP-PSTN traffic.

Customer Agreement - The mutual agreement between the Company and the Customer for the provision of the Company's service.

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ACCESS SERVICE

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS, (CONT'D.)

Customer-Designated Premises - The premises specified by the Customer for the origination or termination of Access Services.

Customer Point of Presence (POP) - The physical location associated with the Customer's communication system.

Dedicated Access or Dedicated Transport - A method for a Customer to directly connect two locations of their choice with the dedicated (non-switched) services.

Digital Cross Connect System (DCS) - A digital system within a communications network with centralized switching and cross connection.

Digital Signal Level 0 (DS0) - A dedicated, full duplex digital channel with line speeds of 2.4, 4.8, 9.6, 19.2, 56 or 64 Kbps.

Digital Signal Level 1 (DS1) - A dedicated, high capacity, full duplex channel with a line speed of 1.544 Mbps isochronous serial data having a line signal format of either Alternate Mark Inversion (AMI) or Bipolar with 8 Zero Substitution (B8ZS) and either Superframe (D4) or Extended Superframe (ESF) formats. DS1 Service has the equivalent capacity of 24 Voice Grade or DS0 services.

Digital Signal Level 3 (DS3) - A dedicated, high capacity, full duplex channel with a line speed of 44.736 Mbps isochronous serial data having a line code of bipolar with three zero substitution (B3ZS). Equivalent capacity of 28 DS1 Services.

Duplex Service - Service which provides for simultaneous transmission in both directions.

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

Entry Switch - The first point of switching.

Exchange - A group of lines in a unit generally smaller than a LATA established by the Company for the administration of communications services in a specified area. An Exchange may consist of one or more central offices together with the associated facilities used in furnishing communications services within that area.

Exchange Carrier - Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in the provision of local exchange telephone service.

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ACCESS SERVICE

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS, (CONT'D.)

Facilities - Denotes any cable, poles, conduit, carrier equipment, wire center distribution frames, central office switching equipment, etc., utilized to provide the services offered under this tariff.

Feature Group D — Access service which provides trunk side access to Company switches through the use of end office or access tandem switch trunk equipment. Feature Group D service may be arranged for 10XXXX dialing or equal access without using a dial code.

Federal Communications Commission - FCC

Fiber Optic Cable - A thin filament of glass with a protective outer coating through which a light beam carrying communications signals may be transmitted by means of multiple internal reflections to a receiver, which translates the message.

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

Holidays - New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.

Hub - The Company office where Customer facilities are terminated for purposes of interconnection to Trunks and/or cross-connection to distant ends.

Interconnected Wholesale Provider - A company which sells, installs and maintains telephone systems for end users that interconnects its network to other telecommunication carriers networks for the delivery of telecommunication services.

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

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

InterMTA (Major Trading Area) - For purposes of this tariff, InterMTA refers to telecommunications traffic exchanged between a LEC and a CMRS, PCS or Wireless provider that originates and terminates in different Major Trading Areas as used by the FCC to define coverage for certain services.

Internet Protocol (IP) — The method by which data is sent from one computer to another on the Internet.

Internet Protocol (IP) Signaling - A packet data-oriented protocol used for communicating call signaling information.

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ACCESS SERVICE

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS, (CONT'D.)

Interstate - For purposes of this tariff, the term Interstate applies to the regulatory jurisdiction of services used for communications between locations located in different states within the United States or between one or more location in the United States and one or more international locations.

IntraMTA (Major Trading Areas) - For purposes of this tariff, IntraMTA refers to telecommunications traffic exchanged between a LEC and a CMRS, PCS or Wireless provider that originates or terminates within the same Major Trading Area as used by the FCC to define coverage for certain services.

Intrastate - For purposes of this tariff, the term Intrastate applies to the regulatory jurisdiction of services for communications between locations within the same state or services which are not jurisdictionally interstate.

Joint User - A person, firm or corporation designated by the Customer as a user of access facilities furnished to the Customer by the Company, and to whom a portion of the charges for such facilities are billed under a joint use arrangement.

LATA (local access and transport area) - A geographic 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. 820192 for the provision and administration of communications services, as amended from time to time.

Local Access - The connection between a Customer's premises and a point of presence of the Exchange Carrier.

Local Calling Area - A geographical area as defined in the Company's local or general exchange service tariff (s) in which an end user may complete a call without incurring toll usage charges.

Local Switching Center - The switching center where telephone exchange service Customer station channels are terminated for purposes of interconnection to each other and to interoffice trunks.

Message - A message is a Call as defined above

Network - Those telecommunication facilities operated by the Company and excludes any telecommunication facilities that are operated by other telecommunication providers.

Network Services - The Company's telecommunications Access Services.

Nonrecurring Charges - The one-time initial charges for services or facilities, including but not limited to charges for construction, installation, or special fees.

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ACCESS SERVICE

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS, (CONT'D.)

OC-12 - A high capacity channel for full duplex, synchronous, optic transmission of digital signals based on the SONET Standard at a rate of 622.08 Mbps.

OC-3 - A high capacity channel for full duplex, synchronous, optic transmission of digital signals based on the SONET Standard at a rate of 155.52 Mbps.

Off-Hook - The active condition of switched access or a telephone exchange service line.

Off-Net - A Customer is considered to be Off-Net when its point of presence is not served by the same Hub in which the Company's Local Switching Center, which is providing service to the Customer, is located.

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

On-Net - A Customer is considered to be On-Net when its point of presence is served by the same Hub in which the Company's Local Switching Center, which is providing service to the Customer, is located.

Originating Direction - The use of Switched Access Service for the origination of calls from an end user or Customer premises to an IXC premises or to another Local Exchange Carrier or CMRS provider.

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

Point of Presence (POP) - Location where the Customer maintains a facility for purposes of interconnecting to the Company's Network.

Point of Termination - The point of demarcation within a Customer-designated premises at which the Company's responsibility for the provision of access service ends. The point of demarcation is the point of interconnection between Company communications facilities and Customer-provided facilities as described in Part 68 of the Federal Communications Commission's Rules and Regulations.

Premises - The physical space designated by a Customer or Authorized User for the termination of the Company's service.

Presubscription - An arrangement whereby an end user may select and designate to the Company an Interexchange Carrier (IXC) or Carriers it wishes to access, without an Access Code, for completing toll calls. The selected IXC is referred to as the end user's Primary Interexchange Carrier (PIC). The end user may select any IXC that orders FGD Access Service at the Local Switching Center that serves the end user.

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ACCESS SERVICE

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS, (CONT'D.)

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

Service Commencement Date - The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance of service. The parties may mutually agree on a substitute Service Commencement Date. If the Company does not have an executed Service Order from a Customer, the Service Commencement Date will be the first date on which the service or facility was used by the Customer. For a Tandem Connect Customer, the Service Commencement Date will be the first date on which the service or facility was used by the Customer.

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

Service(s) - The Company's telecommunications Access Services offered on the Company's Network.

Serving Wire Center - The wire center from which the Customer-designated premises would normally obtain dial tone from the Company.

Shared Facilities - A facility or equipment system or subsystem which can be used simultaneously by several Customers.

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

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

Signaling Transfer Point Access - Allows the Customer to access a specialized switch which provides SS7 network access and performs SS7 messaging routing and screening.

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ACCESS SERVICE

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS, (CONT'D.)

Special Access - See Dedicated Access.

Time Division Multiplexing (TDM) — A method of transmitting and receiving voice signals over the Public Switched Telephone Network (PSTN).

Term Agreement - A method of purchasing the Company's services whereby the Customer agrees to purchase service between specific locations for a specified and mutually agreed upon length of time.

Terminal Equipment - Telecommunications devices, apparatus and associated wiring on the Customer-designated premises.

Terminating direction - The use of Access Service for the completion of calls from an IXC or Carrier premises to and end user or Customer premises.

Toll VOIP-PSTN Traffic —The traffic exchanged in time division multiplexing ("TDM") format that originates and/or terminates in Internet Protocol ("IP") format. Traffic originates and/or terminates in IP format if it originates from and/or terminates to an end user customer of a service that requires Internet protocol compatible customer premises equipment.

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.

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

Trunk Group - A set of trunks which are traffic engineered as a unit for the establishment of connections between switching systems in which all of the communications paths are interchangeable.

VoIP Service - Transmission of communication by aid of wire, cable, radio, or other like connection using Voice Over Internet Protocol that is originated or terminated in Internet Protocol (IP) format. VoIP Services are those services that require the use of IP compatible customer premises equipment.

Wire Center - A physical location in which one or more central offices, used for the provision of exchange services, are located.

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ACCESS SERVICE

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## SECTION 2 - RULES AND REGULATIONS

## 2.1 Undertaking of the Company

The Company's service, pursuant to this tariff, is furnished to a Customer for intrastate communications. The Company's service is available twenty-four hours per day, seven days per week.

The Company arranges for installation, operation, and maintenance of the service provided in this tariff for the Customer in accordance with the rules and regulations set forth herein and in other relevant Company tariffs.

Access Service consists of access to the switched network of an exchange carrier for the purpose of originating or terminating communications. Access Service is available to carriers as defined herein.

## 2.2 Limitation of Service

2.2.1 Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff. The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available. The Company may discontinue furnishing service in accordance with this tariff.

2.2.2 The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control (examples of these conditions are more fully set forth elsewhere in this tariff), or when service is used in violation of provisions of this tariff or the law.

2.2.3 The Company reserves the right to discontinue service, limit service, or to impose requirements as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material effect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgment.

2.2.4 The Company does not undertake to transmit messages, but offers the use of its service when available, and, as more fully set forth elsewhere in this tariff shall not be liable for errors in transmission or for failure to establish connections.



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ACCESS SERVICE

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## SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

## 2.3 Assignment or Transfer of Service

All service provided under this tariff is directly or indirectly controlled by the Company, and the Customer may not transfer or assign the use of service without the express prior written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of service. All rules and regulations contained in this document shall apply to all such permitted transferees or assignees, as well as all conditions of service.

## 2.4 Use of Service

2.4.1 Service may be used for any lawful purpose by the Customer or by any end user.

2.4.2 The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code. All right, title and interest to such items remain, at all times, solely with the Company.

2.4.3 Recording of telephone conversations of service provided by the Company under this tariff is prohibited except as authorized by applicable federal, state and local laws.

2.4.4 Any service provided under this tariff may be resold or shared (jointly used) with other persons at the Customer's option. The Customer remains solely responsible for all use of service ordered by it or billed to its account(s) pursuant to this tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The Customer may advise its customers that a portion of its service is provided by the Company, but the Customer shall not represent that the Company jointly participates with the Customer in the provision of the service.

2.4.5 Except as otherwise provided herein, service is provided and billed on the basis of a minimum period of at least one month and shall continue to be provided until canceled by the Customer, in writing, on not less than 30 days' notice. Unless otherwise specified herein, for the purpose of computing charges in this tariff, a month is considered to have 30 days.

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ACCESS SERVICE

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.4 Use of Service, (Cont'd.)

2.4.6 The Customer may be required to enter into written Service Orders which shall contain or reference the name of the Customer, a specific description of the service ordered; the rate to be charged, the duration of the services, and the rules and regulations in this tariff. The Customer will also be required to execute any other documents as may be reasonably requested by the Company.

2.4.7 Upon expiration of the initial term specified in each Service Order, or in any extension thereof, the service term will renew automatically at the same rules and regulations for successive one-year terms unless either party notifies the other 30 days prior to the expiration of the then current term that it wishes to terminate the service. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the Service Order and this tariff prior to termination including, but not limited to, any fees for early termination. The rights and obligations which by their nature extend beyond the termination of the term of the Service Order shall survive such termination.

2.4.8 Non-routine Installation

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in unusual locations. In such cases, charges based on cost of the actual labor, material, and/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 periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

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ACCESS SERVICE

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.4 Use of Service, (Cont'd.)

2.4.9 Special Construction

Subject to the agreement of the Company and to the terms contained in this tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is construction undertaken and characterized by one or more of the following:

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

Special construction charges for Access Service will be determined on an Individual Case Basis.

2.4.10 Ownership of Facilities

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

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ACCESS SERVICE

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## SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

## 2.5 Discontinuance and Restoration of Service

Service continues to be provided until canceled by the Customer, in writing, or until canceled by the Company as set forth below. The Company may render bills subsequent to the termination of service for charges incurred before termination.

## 2.5.1 Cancellation by the Customer

The Customer may have service discontinued upon written notice to the Company. The Company shall hold the Customer responsible for payment of all bills for service furnished until the cancellation date specified by the Customer or until the date that the written cancellation notice is received, whichever is later. A termination liability charge applies to early cancellation of a term agreement.

## 2.5.2 Cancellation by the Company

- A. For Nonpayment: The Company, by written notice to the Customer and in accordance with applicable law, may discontinue service or cancel an application for service without incurring any liability when there is an unpaid balance for service that is more than 30 days overdue.
- B. For Returned Checks: The Customer whose check or draft is returned unpaid for any reason, after two attempts at collection, shall be subject to discontinuance of service in the same manner as provided for nonpayment of overdue charges.
- C. The Customer shall be subject to discontinuance of service, without notice, for any violation of any law, rule, regulation or policy of any government authority having jurisdiction over service or of any of the provisions governing the furnishing of service under this tariff, or by reason of any order or decision of a court or other government authority having jurisdiction which prohibits the Company from furnishing such service.
- D. For the Company to comply with any order or request of any governmental authority having jurisdiction, the Customer shall be subject to discontinuance of service, without notice.

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ACCESS SERVICE

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.5 Discontinuance and Restoration of Service, (Cont'd.)

2.5.3 Restoration of Service

- A. If service has been discontinued for nonpayment or as otherwise provided herein and the Customer wishes it continued, service shall, at the Company's discretion, be restored when all past due amounts are paid or the event giving rise to the discontinuance (if other than nonpayment) is corrected and Customer pays a deposit at Company's discretion. Nonrecurring charges apply to restored services.
- B. Restoration of disrupted services shall be in accordance with Federal Communications Commission Rules and Regulations, which specify the priority system for such activities.

2.6 Cancellation of Application for Service

If the Customer cancels its order for service prior to the service due date, a Cancel Order Charge will apply. Charges are reflected in the Rate Section.

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

2.6.2 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.

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ACCESS SERVICE

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.7 Minimum Period

The minimum period for which services are provided and for which rates and charges are applicable is one month unless otherwise specified. When a service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the service is used or not.

2.8 Term Agreements

The Company may offer Term Agreements wherein the Customer agrees to retain specified Company services for a mutually agreed upon length of time. A Termination Liability charge applies to early termination of a Term Agreement.

Upon expiration of a term contract, the service term will renew automatically at the same rules and regulations for successive one-year terms unless either party notifies the other 30 days prior to the expiration of the then current term that it wishes to terminate the service.

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ACCESS SERVICE

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## SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

## 2.9 Billing and Payments

All bills for service provided to the Customer by the Company are due and payable on the due date printed on the invoice ("Due Date"), which is one day prior to the date of the next monthly invoice and are payable in immediately available funds.

2.9.1 The Company shall bill on a current basis all charges incurred by and credits due to the Customer. The Customer may receive its bill in: 1) a paper format, 2) on CD-ROM, or 3) via electronic transmission. Such bills are due on the Due Date regardless of the media utilized. The Company shall bill in advance charges for all services to be provided during the ensuing billing period except for charges associated with service usage. Adjustments for the quantities of service established or discontinued in any billing period beyond the minimum period of service will be prorated to the number of days based on a 30-day month. The Company will, upon request and if available, furnish such detailed information as may reasonably be required for verification of the bill.

2.9.2 The Company may assess charges for provisioning of additional copies of bills. See Section No. 4 for applicable rates and charges.

2.9.3 The Company, upon request of call detail records, including but not limited to, intraLATA toll free and intrastate access and resale services, may assess charges for the provisioning of these records. The call detail records will be in Exchange Message Interface (EMI) Industry format. See Section No. 4 for applicable rates and charges.

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ACCESS SERVICE

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.9 Billing and Payments, (Cont'd.)

2.9.4 Further, if any portion of the payment is received by the Company after the payment Due Date as set forth above, or if any portion of the payment is received by the Company in funds which are not immediately available to the Company, a late payment penalty shall be due the Company. Any payment or portion thereof not received by the Due Date is subject to a late charge on the unpaid amount at the lesser of 1.5% per month or the maximum rate permitted by law.

2.9.5 A charge of \$35.00 (thirty-five dollars) or the current allowable amount will be assessed for any check or other form of payment returned by the drawee bank or other financial institution for insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank or financial institution. This charge will be assessed in addition to any charges assessed by the drawee bank or any other financial institution.



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ACCESS SERVICE

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## SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

## 2.9 Billing and Payments, (Cont'd.)

- 2.9.6 The Company will establish a bill day each month for each Customer account. The bill will cover charges for the billing period for which the bill is rendered, plus any known unbilled charges and adjustments for any prior periods.

There are three types of rates and charges that apply to Access Service. These are monthly Recurring Charges, usage rates and Nonrecurring Charges.

## A. Monthly Recurring Charges

Monthly Recurring Charges are flat rates for facilities that apply each month or fraction thereof that a specific rate element is provided.

## B. Usage Rates

Usage rates are rates that are applied on a per unit of measure basis, such as per access minute or per query. Usage rates are accumulated over a monthly period.

## C. Nonrecurring Charges

Nonrecurring Charges are one time charges that apply for a specific work activity (i.e., installation of new service or change to an existing service).

1. Installation of Service: Nonrecurring Charges apply to each Access Service installed. The charge is applied per line or Trunk.

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ACCESS SERVICE

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.10 Claims and Disputes

Objections to billed charges must be reported to the Company within 120 calendar days of the date of the invoice associated with the disputed charges, or the invoice shall be deemed correct and all rights to dispute such charges are waived. Claims must include all supporting documentation. The Company shall make adjustments to the Customer's invoice to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

2.10.1 If the dispute is resolved in favor of the Customer and the Customer has withheld the disputed amount, no interest credits or penalties will apply.

2.10.2 If the dispute is resolved in favor of the Customer and the Customer has paid the disputed amount, the Customer will receive an interest credit from the Company for the disputed amount times a late factor as set forth in Section 2.9 of this tariff.

2.10.3 If the dispute is resolved in favor of the Company and the Customer has paid the disputed amount on or before the payment due date, no interest credit or penalties will apply.

2.10.4 If the dispute is resolved in favor of the Company and the Customer has withheld the disputed amount, the Customer must, within five (5) business days following written, electronic or telephonic notice of the resolution, pay the disputed amount including the late penalty as set forth in Section 2.9 of this tariff.

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ACCESS SERVICE

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.11 Payment of Deposits

- 2.11.1 The Company may, in order to safeguard its interests, require a Customer which has a proven history of late payments to the Company or does not have established credit to make a deposit prior to or at any time after the provision of service. The deposit is to be held by the Company as a guarantee of the payment of rates and charges.
- 2.11.2 A deposit may not exceed the actual or estimated rates and charges for the service for a two-month period. The fact that a deposit has been made in no way relieves the Customer from complying with the Company's requirement as to the prompt payment of bills.
- 2.11.3 At such time as the provision of the service to the Customer is terminated, the amount of the deposit will be credited to the Customer's account and any credit balance which may remain will be refunded. After the Customer has established a one-year prompt payment record, such a deposit will be refunded or credited to the Customer account at any time prior to the termination of the provision of the service to the Customer.
- 2.11.4 In case of a cash deposit, for the period the deposit is held by the Company, simple annual interest will be applied to the deposit for the number of days from the date the Customer deposit is received by the Company to and including the date such deposit is credited to the Customer's account or the date the deposit is refunded by the Company.
- 2.11.5 If the amount of a deposit is proven to be less than required to meet the requirements specified above, the Customer shall be required to pay an additional deposit upon request.

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ACCESS SERVICE

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.12 Inspection, Testing and Adjustment

2.12.1 The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether this tariff is being complied with in the installation, operation or maintenance of the Customer's or the Company's facilities or equipment. The Company may interrupt service at any time, without penalty or liability, due to the departure from or reasonable suspicion of the departure from any of these rules and regulations.

2.12.2 Upon reasonable notice, the facilities or equipment provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary for their maintenance in a condition satisfactory to the Company. No interruption allowance shall be granted for the time during which such tests and adjustments are made, unless such interruption exceeds twenty-four (24) hours in length and is requested by the Customer.

2.13 Interconnection

2.13.1 Service furnished by the Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to technical limitations established by the Company.

2.13.2 Interconnection with the services or facilities of other common carriers shall be executed in accordance with this tariff and the rules and regulations of the other common carrier's tariff(s).

2.13.3 The Customer shall ensure that the facilities or equipment provided by the Customer are properly interconnected with the facilities or equipment of the Company. If the Customer maintains or operates the interconnected facilities or equipment in a manner which results or may result in harm to the Company's facilities, equipment, personnel, or the quality of service, the Company may require the use of protective equipment at the Customer's expense. If this action fails to eliminate the actual or potential harm, the Company may, upon written notice, terminate the existing service of the Customer.

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ACCESS SERVICE

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## SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

## 2.14 Liability of the Company

- 2.14.1 The liability of the Company, or any other common carrier or other service provider that furnishes any portion of the Company's services, for damages of any nature arising from errors, mistakes, omissions, interruptions, or delays of the Company, its agents, servants, or employees, in the course of establishing, furnishing, rearranging, moving, terminating, or changing regulated or non-regulated service or facilities or equipment (including the obtaining or furnishing of information in respect thereof or with respect to the Customers of the service or facilities) will not exceed an amount equal to the MRC (calculated on a proportionate basis) for the affected service during the period which such error, mistake, omission, interruption or delay occurs. The extension of such allowances shall be the sole remedy of the Customer and the sole liability of the Company.
- 2.14.2 The Company will not be liable at any time or under any circumstance for indirect, consequential, special incidental, reliance, special, punitive or consequential damages (including, without limitation, harm to business, lost revenues, lost savings, lost opportunity, harm to business or loss of profits) in connection with services rendered to the Customer under this tariff.
- 2.14.3 When the services or facilities of other common carriers are used separately or in conjunction with the Company's facilities or equipment in establishing connection to points not reached by the Company's facilities or equipment, the Company is not liable under any circumstances for any act, omission, error, mistake, interruption or delay of any connecting carrier or other service provider or their respective agents, servants or employees; nor will the Company have any such liability for providers of connections, equipment, facilities, or services other than the Company or its agents, servants, or employees.
- 2.14.4 The Company is not liable for interruptions, errors, delays, or defects in transmission when caused by strike or other labor problems, power fluctuations, surges or failures, national emergencies, insurrections, acts of God, war, fire, flood, adverse weather conditions, explosion, vandalism, acts of terrorism, riots, government authorities, cable cut, ordinances, laws, rules, regulations or restrictions, condemnation or exercise of rights of eminent domain, or other causes beyond the Company's control.
- 2.14.5 The Company will not be liable under any circumstances for any act, omission, error, mistake, interruption or delay of any person or entity owning telecommunications facilities used by the Customer or who furnishes facilities or services connected with or provided in conjunction with the Company's service; or for the culpable conduct of the Customer, its agents, servants, employees, invitees, or guests, or failures of equipment, facilities or connections provided by the Customer.

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ACCESS SERVICE

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## SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

## 2.15 Liability of the Customer

2.15.1 The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, directors, employees, agents, invitees or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.

## 2.15.2 Indemnification by the Customer

The Customer and any authorized or joint users, jointly and severally shall indemnify, defend and hold the Company harmless against claims, loss, damage, expense (including attorneys' fees and court costs) for (i) libel, slander, or infringement of copyright or unauthorized use of any trademark, tradename or service mark arising from the material transmitted over its facilities; (ii) infringement of patents arising from combining with, or using in connection with, facilities of the Company, equipment and systems of the Customer; (iii) all claims of any kind by Customer's end users; and (iv) all other claims including, without limitation, claims for damage to any business or property or injury to, or death of, any person arising out of any act or omission of the Customer in connection with facilities provided by the Company or the Customer. In the event 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 of such injunction, obtain a license or other agreement so as to extinguish any claim of infringement, or terminate the claimed infringing use or modify such infringement. The Customer and any authorized or joint users, jointly and severally shall also indemnify, defend and hold the Company harmless against: all claims, demands, losses or liabilities, including, but not limited to, fees and expenses of counsel, arising out of, occasioned by, or in connection with, any act or omission of the Customer or of any person utilizing the Customer's codes, services, equipment, or facilities, with or without the consent or knowledge of the Customer. Service is furnished subject to the conditions that it will not be used: (1) to make foul or profane expressions, (2) to impersonate another person with fraudulent or malicious intent, (3) to call another person so frequently, or at such times, or in any other manner so as to annoy, abuse, threaten, or harass the other person, (4) for any other unlawful purpose, or (5) in such a manner as to interfere with the use of the service by any other user.

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ACCESS SERVICE

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.15 Liability of the Customer, (Cont'd.)

2.15.3 Customer-Provided Equipment

The service and facilities furnished by the Company are subject to the following limitations: the Company shall not be liable for damage arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission or other injury, including but not limited to injuries to persons or property from voltages or currents transmitted over the facilities of the Company caused by Customer-Provided equipment or premises wire. The Company shall have no obligation to install, maintain, repair or operate Customer-provided equipment. In the event that the Company, in responding to a Customer-initiated service call, determines that the cause of such service call is a failure, malfunction or inadequacy of Customer-provided equipment, the Customer must compensate the Company for such service call at the prevailing rate.

- 2.15.4 Use of Facilities of Other Companies - When the facilities of other companies are used in establishing a connection, the Company is not liable for any act, error, omission, or interruption caused by the other company or their agents or employees. This includes the provision of a signaling system database by another company.

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ACCESS SERVICE

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.16 Taxes and Surcharges

The Company reserves the right to bill any and all applicable taxes, fees and surcharges in addition to normal rates and charges for services provided to the Customer. Taxes and fees include, but are not limited to, Federal Excise Tax, State Sales Tax, Municipal Tax, and Gross Receipts Tax. Unless otherwise specified in this tariff, such taxes, fees and surcharges are in addition to rates as quoted in this tariff and will be itemized separately on Customer invoices.



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ACCESS SERVICE

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## SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

## 2.17 Jurisdictional Reporting

## 2.17.1 Switched Access Services

For purposes of determining the jurisdiction of Switched Access Services (originating toll free, terminating traffic and VoIP-PSTN traffic), to the extent the Company receives sufficient call detail to permit it to determine the jurisdiction of some or all originating and terminating access minutes of use, the Company will use that call detail to render bills for those minutes. To the extent call detail is not available the jurisdictional reporting requirements specified below will apply.

When a Customer orders Access Services, its projected Percent Interstate Usage (PIU) must be provided to the Company. Except to the extent the Company has sufficient call detail to determine the jurisdiction of the call, these percentages will be used by the Company to apportion the usage and/or charges between interstate and intrastate until a revised report is received as set forth herein.

To the extent that sufficient call detail is unavailable and the Customer has failed to provide its projected PIU, the Company shall allocate unidentifiable minutes subject to the PIU as 50 percent interstate traffic and 50 percent intrastate traffic.

Based on distribution of traffic (identifiable, Customer based PIU, Default PIU), Company may derive an aggregated factor.

## 2.17.2 IntraLATA Toll Usage

For purposes of determining the jurisdiction of IntraLATA Toll Usage termination, to the extent the Company receives sufficient call detail to permit it to determine the jurisdiction of some or all originating and terminating IntraLATA Toll minutes of use, the Company will use that call detail to render bills for those minutes. To the extent call detail is not available, the jurisdictional reporting requirements specified below will apply.

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ACCESS SERVICE

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## SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

## 2.17 Jurisdictional Reporting, (Cont'd.)

## 2.17.2 IntraLATA Toll Usage, (Cont'd.)

When a Customer terminates IntraLATA Toll Usage, its projected Percent Local Usage (PLU) must be provided to the Company. Except to the extent the Company has sufficient call detail to determine the jurisdiction of the call, these percentages will be used by the Company to apportion the usage and/or charges between IntraLATA Toll and local until a revised report is received as set forth herein.

To the extent that sufficient call detail is unavailable and the Customer has failed to provide its projected PLU, the Company shall allocate unidentifiable minutes subject to the PLU as 50 percent IntraLATA Toll Usage traffic and 50 percent local traffic.

Based on distribution of traffic (identifiable, Customer based PLU, Default PLU), the Company may derive an aggregated factor.

## 2.17.3 Jurisdictional Reporting Timelines

The Customer shall provide to the Company, to be received no later than 15 days after the end of each quarter, a revised report reflecting the aforementioned factors, as applicable, for the past three (3) months, for each service arranged for use, based solely on the traffic originating from or terminating to the Company. The quarterly report will serve as the basis for the next three (3) months billing and will be effective on the bill date for that service. If the Customer does not supply the reports for services where reports are needed, the Company will assume the percentages to be the same as was previously provided in the most recent report(s).

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ACCESS SERVICE

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## SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

## 2.17 Jurisdictional Reporting, (Cont'd.)

## 2.17.4 Jurisdictional Reports

If a billing dispute arises or a regulatory commission questions any of the factors, the Customer will provide the data issued to determine the applicable factor. The Customer will supply the data within 30 days of the Company request.

The Customer shall keep records of call detail, description of the method for determining how end users originate and terminate calls in IP format, and other information from which the appropriate factors 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 factors. The Company reserves the right to conduct an audit, internally or with an external firm, at any time during the year. The Customer, at its own expense, has the right to retain an independent auditing firm.

In the event that an audit reveals that any Customer reported factors are incorrect, the Company shall apply the audit results to all usage affected by the audit. The Customer shall be back-billed or credited, for a period retroactive to the date that the incorrect percentage was reported, but not to exceed 12 months. Back-billed amounts are subject to a late payment penalty and payment shall be made in immediately available funds by the due date printed on the invoice.

Should an audit reveal that the misreported factors resulted in an underpayment of usage charges to the Company of five percent or more of the total usage charges, the Customer shall reimburse the Company for the cost of the audit. Proof of cost shall be the bills, in reasonable detail, submitted to the Company by the auditor.

Within 15 days of completion of the auditor's report, the Company will furnish a copy of the audit results to the person designated by the Customer to receive such results.

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ACCESS SERVICE

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## SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

## 2.18 Identification and Rating of Toll VoIP-PSTN Traffic

This section governs the identification of Toll VoIP-PSTN Traffic that is required to be compensated at interstate access rates unless the parties have agreed otherwise by the F.C.C. in its Report and Order in WC Dockets Nos. 10-90, etc., F.C.C. Release No. 11-161 (November 18, 2011) (F.C.C. Order). Specifically, this section establishes the method of separating Toll VoIP-PSTN Traffic from the Customer's traditional intrastate access traffic, so that Toll VoIP-PSTN Traffic can be billed in accordance with the F.C.C. Order. Toll VoIP-PSTN Traffic identified in accordance with this tariff section will be billed at rates set forth in Cincinnati Bell Telephone Company's applicable access service tariff P.U.C.O. No. 2.

## 2.18.1 Calculation and Application of Percent-VoIP-PSTN-Usage Factors

The Company will determine the number of relevant VoIP-PSTN Traffic minutes of use ("MOU") to which interstate rates will be applied under Section 4, by applying a Percent VoIP Usage ("PVU") factor to the total terminating intrastate access MOU (however determined - either based on call detail information, access lines or PIU) exchanged between the Company and the Customer. On and after July 1, 2014, the PVU will be applied to both originating and terminating intrastate access MOU. The PVU will be derived and applied as follows:

- A. The Customer will calculate and furnish to the Company a factor (the "PVU-A") representing the percentage of the total intrastate access MOU that the Customer exchanges with the Company in the State, that (a) is terminating access sent to the Company and that originates in IP format; or (b) is originating access received from the Company and terminates in IP format after June 30, 2014. This PVU-A shall be based on information such as the number of the Customer's retail VoIP subscriptions in the State (e.g., as reported on FCC Form 477), traffic studies, actual call detail, or other relevant and verifiable information.
- B. Company will, likewise, calculate a factor (the "PVU-B") representing the percentage of the Company's total intrastate access MOU in the State that the Company originates or terminates in IP format. Through June 30, 2014, the PVU-B will represent only terminating access MOU. This PVU-B shall be based on information such as the number of the Company's retail VoIP subscriptions in the State (e.g., as reported on FCC Form 477), traffic studies, actual call detail, or other relevant and verifiable information.

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ACCESS SERVICE

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## SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

## 2.18 Identification and Rating of Toll VoIP-PSTN Traffic, (Coned.)

## 2.18.1 Calculation and Application of Percent-VoIP-PSTN-Usage Factors, (Cont'd.)

- C. The Company will use the PVU-A and PVU-B factors to calculate an effective PVU factor that represents the percentage of total intrastate access MOU exchanged between the Company and the Customer that is originated and/or terminated in IP format, whether at the Company's end, at the Customer's end, or at both ends. Through June 30, 2014, the PVU will represent only terminating intrastate access MOU. The effective PVU factor will be calculated as the sum of: (A) the PVU-A factor and (B) the PVU-B factor times (1.0 minus the PVU-A factor).
- D. The Company will apply the effective PVU factor to the applicable intrastate access MOU exchanged with the Customer, as described above, to determine the number of relevant VoIP-PSTN Traffic MOUs.

Example 1: The PVU-B is 5% and the PVU-A is 10%. The effective PVU factor is equal to  $14.5\% \text{ PVU-A} + (\text{PVU-B} \times (1 - \text{PVU-A})) = \text{PVU}\%$ . Wywerd will bill 14.5% of the Customer's applicable intrastate access MOU in accordance with [COMPANY]'s access service tariff.

Example 2: The PVU-B is 0% and the PVU-A is 10%. The effective PVU factor is  $10\% \text{ PVU-A} + (\text{PVU-B} \times (1 - \text{PVU-A})) = \text{PVU}\%$ . Wywerd will bill 10% of the Customer's applicable intrastate access MOU in accordance with [COMPANY]'s access service tariff.

Example 3: The PVU-A is 100%. No matter what the PVU-B factor is, the effective PVU is 100%. Wywerd will bill 100% of the Customer's applicable intrastate access MOU in accordance with [COMPANY]'s access service tariff.

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ACCESS SERVICE

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.18 Identification and Rating of Toll VoIP-PSTN Traffic, (Cont'd.)

2.18.1 Calculation and Application of Percent-VoIP-PSTN-Usage Factors, (Cont'd.)

- E. If the Customer does not furnish the Company with a PVU-A pursuant to the preceding paragraph 1, the Company will utilize a PVU equal to the PVU-B. For example, if the PVU-B factor is 0%, the Company will utilize a PVU equal to zero.
- F. The Customer shall not modify their reported PIU factor to account for Toll VoIP-PSTN Traffic.
- G. The Customer shall retain the call detail, work papers, and information used to develop the PVU factors for a minimum of one year.

2.18.2. PVU Factor Updates

The Customer may update the PVU-A factor quarterly. The Company may also update the PVU-B factor quarterly. The revised PVU factor 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.

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ACCESS SERVICE

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SECTION 2 - RULES AND REGULATIONS. (CONT'D.)

2.18 Identification and Rating of Toll VoIP-PSTN Traffic, (Cont'd.)

2.18.3 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 factors based upon:
  - 1. A review of the requested data and information provided by the Customer;
  - 2. The Company's reasonable review of other market information, F.C.C. reports on VoIP lines, such as F.C.C. Form 477 or state level results based on the F.C.C. Local Competition Report or other relevant data; and
  - 3. 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 establish revised PVU factors, the Company will begin using those revised PVU factors with the next bill period.

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ACCESS SERVICE

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.18 Identification and Rating of Toll VoIP-PSTN Traffic, (Cont'd.)

2.18.3 PVU Factor Verification, (Cont'd.)

- 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.
1. 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.
  2. During the audit, the most recent undisputed PVU factors from a previous reporting period will be used by the Company.
  3. 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.
  4. 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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ACCESS SERVICE

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.19 Obligations of the Customer

2.19.1 Damages

The Customer shall reimburse the Company for damages to Company facilities utilized to provide services under this tariff caused by the negligence or willful act of the Customer, or resulting from improper use of the Company's facilities, or due to malfunction of any facilities or equipment provided by other than the Company, except that no Customer shall be liable for another Customer's actions.

2.19.2 Ownership of Facilities

Facilities utilized by the Company to provide service under the provisions of this tariff shall remain the property of the Company. Such facilities shall be returned to the Company by the Customer, whenever requested, within a reasonable period following the request in as good condition as reasonable wear permits. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.

2.19.3 Equipment Space and Power

The Customer shall furnish to the Company, at no charge, equipment space and electrical power required by the Company to provide services under this tariff at the points of termination of such services. The selection of ac or dc power shall be mutually agreed to by the Customer and Company. The Customer shall also make necessary arrangements in order that the Company will have access to such spaces at reasonable times for installation, testing, repair, maintenance or removal of Company service.

2.19.4 Testing

The service provided under this tariff shall be made available to the Company at times mutually agreed upon in order to permit the Company to make tests and adjustments appropriate for maintaining the services in satisfactory operating condition. No credit will be allowed for any interruption during such tests and adjustments.

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ACCESS SERVICE

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.19 Obligations of the Customer, (Cont'd.)

2.19.5 Design of Customer Services

The Customer shall be responsible for its own expense for the overall design of its services and for any redesigning or rearrangements of its services which may be required because of changes in facilities, operations or procedures of the Company, minimum protection criteria or operating or maintenance characteristics of the facilities.

2.19.6 Network Contingency Coordination

The Customer shall, in cooperation with the Company, coordinate in planning the actions to be taken to maintain maximum network capability following natural or man-made disasters which affect telecommunications service.

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ACCESS SERVICE

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## SECTION 3 - SWITCHED ACCESS SERVICE

## 3.1 General

Switched Access Service, which is available to a Customer for use in furnishing services to end users, provides a two-point electrical communications path between a Customer's premises and an end user's premises. It provides for the use of common and dedicated terminations, switching and trunking facilities, and for the use of common subscriber plant of the Company. Switched Access Service provides for the ability to originate or terminate calls from an end user's premises to a Customer's premises. When the Customer is a CMRS provider, Switched Access Service rates apply for all interMTA traffic.

Switched Access Service is also available to pass calls between a Customer's premises and the premises of another carrier, including a CMRS provider and an Interconnected IP Wholesale provider.

The application of rates for Switched Access Service is described in Section 4 following. Rates and charges for services other than Switched Access Service, i.e., a Customer interLATA toll message service, may also be applicable when Switched Access Service is used in conjunction with these other services.

Arrangements for indirect or direct interconnection by Local Exchange Carriers, Competitive Local Exchange Carriers, Wireless Providers (Commercial Mobile Radio Services (CMRS) and Personal Communications Services (PCS)) and Interconnected Wholesale Providers with the Company's facilities for the completion of local and intraLATA toll traffic will be negotiated on a case by case basis, provided that, in cases where no agreement is in place for completion of such calls, the Company may charge one of the following rates: the state authorized UNE Switching rate(s) or the rate being charged by the other carrier for the Company's traffic terminating on the other carrier's network.

## 3.1.1 Ordering Conditions

Except as provided elsewhere in this tariff, all services offered under this tariff will be ordered using an Access Service Request (ASR). The format and terms of the ASR will be as specified in the industry Access Service Order Guidelines (ASOG), unless otherwise specified herein.

## 3.1.2 Access Service Intervals

Access Service is provided with one of the following Service Date intervals:

-Standard Interval -  
Negotiated Interval

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ACCESS SERVICE

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## SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)

## 3.1 General, (Cont'd.)

## 3.1.2 Access Service Intervals, (Cont'd.)

The Company will specify a Firm Order Confirmation (FOC) and the 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. Standard Interval

The Standard Interval for Access Service will be specified at the time the order is placed. This interval only applies to standard service offerings for a Customer which is On-Net and at locations where there are pre-existing facilities to the Customer Premises. Access Service provided under the Standard Interval will be installed during Company business hours.

## B. Negotiated Interval

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
3. the Customer requests a service that is not considered by the Company to be a standard service offering (i.e., if additional engineering is required to complete the order); or
4. The Company determines that Access Service cannot be installed within the Standard Interval.

The Company will offer a Service Date based on the type and quantity of Access Service the Customer has requested. The Negotiated Interval may not exceed the Standard Interval Service Date by more than six (6) months, or, when there is no Standard Interval, the Company offered Service Date.

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ACCESS SERVICE

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SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)

3.1 General, (Cont'd.)

3.1.3 Access Service Request Modifications

Any increase in the number of Access Service lines, Trunks, Access transport facilities, Out of Band Signaling connections or any change in engineering or functionality of a service will be treated as a new ASR with a new Service Date Interval.

A. Service Commencement Date Changes

ASR service date for the installation of new services or rearrangement of existing services may be changed, but the new service date may not exceed the original Service Commencement Date by more than thirty (30) calendar days. When, for any reason, the Customer indicates that service cannot be accepted for a period not to exceed thirty (30) calendar days, and the Company accordingly delays the start of service, a Service Date Change Charge will apply. In addition, when the Customer submits a request for Service Date Change that is less than five (5) business days from the date of notification by the Customer, a Service Date Change Charge and an Expedited Order Charge will apply. No Expedited Order Charge will apply if the Customer requests a Service Date Change that is more than five (5) business days from the date of request by the Customer but earlier than the original requested Service Commencement Date.

If the Customer requested service date is more than thirty (30) calendar days after the original service date, the order will be canceled by the Company on the thirty-first day. Appropriate cancellation charges will be applied. If the Customer still requires the service, the Customer must place a new ASR with the Company.

The Service Date Change Charge will apply on a per order, per occurrence basis for each service date changed. The applicable charges are set forth in Section 4.

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ACCESS SERVICE

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## SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)

## 3.1 General, (Cont'd.)

## 3.1.3 Access Service Request Modifications, (Cont'd.)

## B. Design Change Charge

The Customer may request a Design Change to the service order. A Design Change is any change to an ASR which requires Engineering Review. An Engineering Review is a review by Company personnel of the service ordered and the requested changes to determine what changes(s) in the design, if any, are necessary to meet the Customer's request. Design Changes include such changes as the addition or deletion of optional features or functions, a change in the type of Transport Termination (Switched Access only) or type of Channel interface. Any other changes are not considered Design changes for purposes of this subsection and will require issuance of a new ASR and the cancellation of the original ASR with appropriate cancellation charges applied.

The Design Change Charge will apply on a per order, per occurrence basis, for each order requiring a Design Change. The applicable charges, as set forth in Section 4, are in addition to a Service Date Change Charges that may apply.

## C. Expedited Order Charge

When placing an Access Order for services(s) for which a Standard Interval exists, a Customer may request a Service Commencement Date that is earlier than the Standard Interval Service Date, in which case an Expedited Order Charge will apply. The Expedited Order Charge will not apply if the new Service Commencement Date is more than five (5) days from the date of the request to the Company of the expedited order request. The request for an earlier service date may be received from the Customer prior to its issuance of an ASR, or after the ASR has been issued but prior to the service date. The Company has the exclusive right to accept or deny the Expedited Order request. However, if, upon reviewing availability of equipment and scheduled work load, the Company agrees to provide service on an expedited basis and the Customer accepts the Company's proposal, an Expedited Order Charge will apply.

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ACCESS SERVICE

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SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)

3.1 General, (Cont'd.)

3.1.3 Access Service Request Modifications, (Cont'd.)

C. Expedited Order Charge, (Cont'd.)

If the Company is subsequently unable to meet an agreed upon expedited service date, then the Expedited Order Charge will not apply.

In the event the Company provides service on an expedited basis on the Customer's request, and the Customer delays service or is not ready for delivery of service at the time of installation, a Service Date Change Charge will apply in addition to the Expedited Order Charge.

In the event the Customer cancels an expedited request, the Expedited Order Charge will be added to all applicable Cancellation Charge specified herein.

In the event the Customer requests a Service Date Change after the Company has received the original expedite request, the Expedited Order Charge will still apply.

An Expedited Order Charge will not be applied to orders expedited for Company reasons.

If costs other than additional administrative expenses are to be incurred when the Access Order is expedited, the regulations and charges for Special Construction as set forth in this tariff will apply.

The Expedited Order Charge will apply on a per order, per occurrence basis, as specified in Section 4 Rates.

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ACCESS SERVICE

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SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)

3.1 General, (Cont'd.)

3.1.4 Application of Access Charges to Toll VoIP-PSTN Traffic

- A. All Toll VoIP-PSTN traffic will be assessed switched access at rates set forth in the [COMPANY]'s applicable access service tariff F.C.C. No. 9.
- 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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ACCESS SERVICE

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## SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)

## 3.2 Rate Categories

The Company applies traditional per minute of use switched access rate elements to originating and terminating traffic including Tandem Services. Switched Access Services may include charges for 1+ domestic and international traffic and 8XX traffic, 500, 700, & 900 access traffic, 950 traffic, and etc. The rate elements may include the following rate categories:

- Carrier Common Line
- Local Switching
- Transport
- 8XX Database Query
- Last Resort LNP Queries

The Company assesses the per minute of use rate elements plus 8XX Data Base Query rates for originating 8XX Access services.

For Tandem Services, including for CMRS, and Interconnected Wholesale Providers, the Company assesses traditional per minute of use switched access rate elements and 8XX Database Query charges, as applicable. The rate elements may include the following rate categories:

- Tandem Switching
- Transport
- 8XX Database Query

Ancillary access charges are billed in addition to the primary access charge rate categories listed above. Ancillary access rate elements are billed in addition to the rate element per minute of use charges and may include, but are not limited to 500/900 Access Service, Inward Operator Services, Operator Pass Through Service, Billing Name and Address, and recording services.

## 3.2.1 Carrier Common Line

The Carrier Common Line rate category includes the charges related to the use of common lines by Customers and end users for intrastate access and the terminations in the local end office of end user lines.

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ACCESS SERVICE

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## SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)

## 3.2 Rate Categories, (Cont'd.)

## 3.2.2 End Office Local Switching

The Local Switching rate category establishes the charges related to the use of local office switching equipment, the terminations of calls at Company Intercept Operators or recordings, the use of common trunk port, the use of Signaling Transfer Point (STP), and the SS7 signaling function between the end office and the STP. End Office Local Switching may include any functional equivalent of the incumbent local exchange carrier End Office Local Switching access service provided by the Company via analogous facilities.

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

## 3.2.3 Transport

The Transport rate category provides the transmission and transport termination facilities between the Customer premises and the switch(es) where the Customer traffic is switched to originate or terminate its communications. Transport may include any functional equivalent of the incumbent local exchange carrier Transport access service provided by the Company via analogous facilities. The rate components may include:

Transport - Termination  
Transport - Facility  
Interconnection Charge

The Company will work cooperatively with the Customer in determining (1) whether the service is to be directly routed to an end office switch or through an access tandem switch, and (2) the directionality of the service.

## A. Transmission Paths

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

## B. Interconnection

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

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ACCESS SERVICE

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## SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)

## 3.2 Rate Categories, (Cont'd.)

## 3.2.4 Tandem Switching

The Tandem Switching category establishes the charges associated with "switching" the call through the Company's switching office from the "incoming" trunk group to the "outgoing" trunk group.

Tandem Switching charges apply when the Company passes a call between the Customer and another carrier, including CMRS providers and Interconnected Wholesale providers. Tandem switching charges may include charges for multiplexing and associated trunk ports, where applicable. Tandem Switching may include any functional equivalent of the incumbent local exchange carrier Tandem Switching access service provided by the Company via analogous facilities.

## 3.2.5 8XX Data Base Query Service

8XX Data Base Query Service is a service offering utilizing originating trunk side Switched Access Service. When an 8XX + NXX + XXXX call is originated by an end user, the Company will perform Customer identification based on screening of the full ten-digits of the 8XX number to determine the Customer location (Carrier identification Code or destination routing number) to which the call is to be routed. This service is billed based on a per query charge.

## 3.2.6 Local Routing Number (LRN) Query Service of Last Resort

LRN Query Service of Last Resort can be used when a call is routed to the Company's local or tandem switching office where the dialed telephone number is portable and a query has not been performed to identify the correct Carrier for routing of the call. A LRN query will be performed and the call will be re-routed to the correct Carrier. This service charge is a per query charge and will be billed to the Carrier originating the call.

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ACCESS SERVICE

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## SECTION 4 - RATES AND CHARGES

## 4.1 Switched Access Service

## 4.1.1 Service Implementation

## A. Installation Charge (Per Trunk)

Entrance FacilityInstallation Charge (per channel)Nonrecurring Charge

2-wire	\$100.00
Each additional 2-wire	\$100.00
4-wire	\$150.00
Each additional 4-wire	\$150.00
First DS1	\$313.25
Each additional DS1	\$313.25

## 4.1.2 Change Charges (per order)

Charge per OccurrenceNonrecurring Charge

Service Date Change Charge, per order	\$50.00
Design Change Charge, per circuit	\$150.00
Design Change Charge, per DS3 and higher circuit	\$300.00
Expedited Order Charge, per location, per order	\$250.00
Service Order Charge, per order	\$25.00
Access Carrier Name Abbreviation (ACNA) Change (per trunk)	\$170.00
Billing Account Number (BAN) Change	\$170.00
Customer Circuit Identification (CKR) Change	\$22.00
Returned Check Charge	\$35.00
Cancellation (after 3 business days from order placement)	Full NRC plus \$250.00, per order

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ACCESS SERVICE

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## SECTION 4 - RATES AND CHARGES, (CONT'D.)

## 4.1 Switched Access Service, (Cont'd.)

## 4.1.3 Cancellation Charges (per order)

Cancellation charge - Individual Case Basis.

## 4.1.4 Direct Connect Charges

<u>Entrance Facility Type</u>	<u>Monthly Recurring Charge</u>
2-wire	\$30.00
4-wire	\$45.00
Per DS]	\$150.00

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ACCESS SERVICE

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## SECTION 4 - RATES AND CHARGES, (CONT'D.)

## 4.1 Switched Access Service, (Cont'd.)

## 4.1.5 Local Switching

- A. The Local Switching rate is applied per minute of use rate.

	Originating	Terminating
Per minute of use	\$0.0031160	Note 1

- B. Common Trunk Port

The Common Trunk Port (CTP) rate element is applied per minute of use when traffic is delivered from an access tandem for local switching or switched from a host office to a remote end office.

	Originating	Terminating
Per minute of use	\$0.0003710	Note 1

Note 1: See the access services tariff of Cincinnati Bell Telephone Company P.U.C.O. No. 2

([https://www.cincinnati-bell.com/assets/CinBell/Content/PDFs/About%20Us/Regulatory%20Affairs/Tariffs/Oh\\_acc-msr-\(1\).pdf](https://www.cincinnati-bell.com/assets/CinBell/Content/PDFs/About%20Us/Regulatory%20Affairs/Tariffs/Oh_acc-msr-(1).pdf)).

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ACCESS SERVICE

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## SECTION 4 - RATES AND CHARGES, (CONT'D.)

## 4.1 Switched Access Service, (Cont'd.)

## 4.1.6 Tandem Switching and Transport Rate Elements

- A. The Tandem Switching rate element is applied per minute of use for traffic switched through an access tandem.

	<u>Originating</u>	<u>Terminating</u>
Per minute of use	\$0.00112000	Note 1

- B. Common Transport

Common Transport applies to traffic routed to or from an access tandem or from a host office to or from a remote end office. The Transport Termination rate element is applied per minute of use for the facility termination and per minute per mile for the Transport Facility.

	<u>Originating</u>	<u>Terminating</u>
Transport Termination Per Minute of Use	\$0.00010500	Note 1
Transport Facility Per Minute of Use Per Mile	\$0.00001400	Note 1

Note 1: See the access services tariff of Cincinnati Bell Telephone Company P.U.C.O. No. 2

([https://www.cincinnati-bell.com/assets/CinBell/Content/PDFs/About%20Us/Regulatory%20Affairs/Tariffs/Oh\\_acc-msr-\(1\).pdf](https://www.cincinnati-bell.com/assets/CinBell/Content/PDFs/About%20Us/Regulatory%20Affairs/Tariffs/Oh_acc-msr-(1).pdf))

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ACCESS SERVICE

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SECTION 4 - RATES AND CHARGES, (CONT'D.)

4.1 Switched Access Service, (Cont'd.)

4.1.7 8XX Data Base Access Service

The 8XX Data Base Access Service query charge rate may vary depending on the locality. POTS Translation and Call Handling charges are optional features which apply in addition to the Number Delivery charge.

800 Query	
Basic, per query	\$0.0023040

4.1.8 Direct-Trunked Transport

Offered on an individual case basis.



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ACCESS SERVICE

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## SECTION 4 - RATES AND CHARGES, (CONT'D.)

## 4.1 Switched Access Service, (Cont'd.)

## 4.1.9 Other Switched Access Charges

<u>Rate Element</u>	<u>Access Rate</u>
A. BNA (Billing Name & Address) digit ANI requested	\$0.20 per 10-
B. Media Options Charge	Customers who elect to receive a paper or CD-ROM version of their invoice will incur a surcharge of \$15.00 per bill cycle.
C. Automatic Number Identification (ANI) Per ANI delivered	\$0.000080
D. LRN Query of Last Resort - per Query	\$ .0029720

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Issued: 09/23/2019Effective: 09/23/2019

In Accordance with Case No. 19-1583-TP-ACE  
Issued by the Public Utilities Commission of Ohio  
Scott Beer, Chief Legal Officer  
Boulder, Colorado

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ACCESS SERVICE

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## SECTION 4 - RATES AND CHARGES, (CONT'D.)

## 4.2 Carrier Identification Code Opening Charge

## 4.2.1 General

A Customer may request the opening of its Carrier Identification Code (CIC) on the Company's switches to allow the Company's end users to select the Customer as their interLATA, IntraLATA, interstate and/or international service provider. A Charge is applicable for each switch in which the CIC is opened.

## 4.2.2 Rates and charges

CIC/ASR Charge per switch	\$50.00
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ACCESS SERVICE

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SECTION 5 - CUSTOMER SPECIFIC CONTRACTS

5.1 General

The Company may provide any of the services offered under this Access Service Tariff, or combinations of services, to Customers on a contractual basis. The terms and conditions of each contract offering are subject to the agreement of both the Customer and Company. Such contract offerings will be made available to similarly situated Customers in substantially similar circumstances. Rates in other sections of this Access Service Tariff do not apply to Customers who agree to contract arrangements, with respect to services within the scope of the contract.

Services provided under this Section are not eligible for any promotional offerings which may be offered by the Company from time to time.

Contract terms and conditions pursuant to this section are available to any similarly situated Customer that places an order within 90 days of the contract effective date.

## **EXHIBIT LIST**

<b>EXHIBIT A</b>	<b>DESCRIPTION OF SERVICES</b>
Exhibit A-1	Service Provisioned via Resale & Facilities
Exhibit A-2	Description of Proposed Services
Exhibit A-3	Statement about the Provision of CTS Services
Exhibit A-4	Description of General Geographic Area Served
Exhibit A-5	Explanation of How Proposed Services are in Public Interest
Exhibit A-6	Description of Class of Customers to be Served
<b>EXHIBIT B</b>	<b>BUSINESS REQUIREMENTS</b>
Exhibit B-1	Registration with Ohio Department of Taxation
Exhibit B-2	Certification of Ohio Secretary of State and Certificate of Good Standing
<b>EXHIBIT C</b>	<b>FINANCIAL VIABILITY</b>
Exhibit C-1	Executive Summary of Financial Condition, Liquidity, and Capital Resources
Exhibit C-2	Financial Statements
Exhibit C-3	Documentation to Support Cash and Funding Sources
<b>EXHIBIT D</b>	<b>MANAGERIAL ABILITY AND CORPORATE STRUCTURE</b>
Exhibit D-1	Technical and Managerial Expertise
Exhibit D-2	Officers and Directors
Exhibit D-3	Corporate Structure and Ownership
Exhibit D-4	Similar Operations in Other States
Exhibit D-5	Verification that Applicant will follow FCC Accounting Requirements
<b>EXHIBIT E</b>	<b>PROPOSED INTERACTIONS WITH OTHER CARRIERS</b>
Exhibit E-1	Derivation of Rates
Exhibit E-2	Interconnection/Resale Agreements
Exhibit E-3	Interconnection Affidavit, Bona Fide Requests, Timeline
<b>EXHIBIT F</b>	<b>PROPOSED INTERACTIONS WITH CUSTOMERS</b>

**EXHIBIT A**  
**Description of Services**

**EXHIBIT A-1**  
**Service Provisioned via Resale & Facilities**

Wyverd Connect, LLC ("the Applicant") will provide telecommunications services through a combination of both facilities-based and resale. The Applicant will provide a distinct TDM-based voice service combined with the Applicant's internet service.

**EXHIBIT A-2**  
**Description of Proposed Services**

The Applicant will provide network services (consisting of internet service) to business, government and other carriers. The Applicant will offer a distinct TDM-based voice service, which will be combined with the Applicant's internet service that will be provided using facilities-based services through fiber optic cable. The TDM-based voice service will be a separate service within the package that operates independent of Applicant's internet service, which makes it a non-tariff regulated service. TDM-based voice service is the only regulated service that the Applicant is proposing to offer.

**EXHIBIT A-3**  
**Statement about the Provision of CTS Services**

The Applicant will be providing competitive telecommunications services.



**EXHIBIT A-4**  
**Description of General Geographic Area Served**

Applicant seeks authority to provide the requested telecommunications services to customers in the Cincinnati, Ohio metro area, which is initially expected to include Hamilton, Butler, Warren, and Clermont counties. The Applicant's service area is anticipated to expand to other counties in the future. The list of Ohio ILEC exchanges that the Applicant intends to serve is hereinafter provided.

10/2/2019

Proposed Market Area (PMA) for  
CLECs Provision of Local Service

Company Name: Wyverd Connect, LLC

dba:

Certificate Number:

Select All AT&T Ohio

Select All United Telephone dba CenturyLink

Select All Frontier North

Select All Cincinnati Bell

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

ILEC	COUNTY	EXCHANGE	PMA
Arcadia	HANCOCK	Arcadia	
Arthur Mutual	PAULDING	Arthur	
AT&T Ohio	ADAMS	Winchester	
AT&T Ohio	ATHENS	Nelsonville	
AT&T Ohio	BELMONT	Barnesville	
AT&T Ohio	BELMONT	Bellaire	
AT&T Ohio	BELMONT	Bethesda	
AT&T Ohio	BELMONT	Martins Ferry-Bridgeport	
AT&T Ohio	BELMONT	Somerton	
AT&T Ohio	BELMONT	St. Clairsville	
AT&T Ohio	BROWN	Aberdeen	
AT&T Ohio	BROWN	Ripley	
AT&T Ohio	BUTLER	Middletown	X
AT&T Ohio	BUTLER	Monroe	X
AT&T Ohio	BUTLER	Trenton	X
AT&T Ohio	CHAMPAIGN	Christiansburg	
AT&T Ohio	CLARK	Donnelsville	
AT&T Ohio	CLARK	Enon	
AT&T Ohio	CLARK	Medway	
AT&T Ohio	CLARK	New Carlisle	
AT&T Ohio	CLARK	North Hampton	
AT&T Ohio	CLARK	Pitchin	
AT&T Ohio	CLARK	South Charleston	
AT&T Ohio	CLARK	South Vienna	
AT&T Ohio	CLARK	Springfield	
AT&T Ohio	CLARK	Tremont City	
AT&T Ohio	COLUMBIANA	Columbiana	
AT&T Ohio	COLUMBIANA	East Liverpool	

10/2/2019

Proposed Market Area (PMA) for  
CLECs Provision of Local Service

AT&T Ohio	COLUMBIANA	East Palestine
AT&T Ohio	COLUMBIANA	Leetonia
AT&T Ohio	COLUMBIANA	Lisbon
AT&T Ohio	COLUMBIANA	New Waterford
AT&T Ohio	COLUMBIANA	Rogers
AT&T Ohio	COLUMBIANA	Salem
AT&T Ohio	COLUMBIANA	Salineville
AT&T Ohio	COLUMBIANA	Wellsville
AT&T Ohio	COSHOCTON	Conesville
AT&T Ohio	COSHOCTON	Coshocton
AT&T Ohio	COSHOCTON	West Lafayette
AT&T Ohio	CUYAHOGA	Bedford
AT&T Ohio	CUYAHOGA	Berea
AT&T Ohio	CUYAHOGA	Brecksville
AT&T Ohio	CUYAHOGA	Chagrin Falls
AT&T Ohio	CUYAHOGA	Cleveland
AT&T Ohio	CUYAHOGA	Gates Mills
AT&T Ohio	CUYAHOGA	Hillcrest
AT&T Ohio	CUYAHOGA	Independence
AT&T Ohio	CUYAHOGA	Montrose [CUY]
AT&T Ohio	CUYAHOGA	North Royalton
AT&T Ohio	CUYAHOGA	Olmsted Falls
AT&T Ohio	CUYAHOGA	Strongsville
AT&T Ohio	CUYAHOGA	Terrace
AT&T Ohio	CUYAHOGA	Trinity
AT&T Ohio	CUYAHOGA	Victory
AT&T Ohio	ERIE	Bloomington
AT&T Ohio	ERIE	Castalia
AT&T Ohio	ERIE	Sandusky
AT&T Ohio	FAIRFIELD	Carroll
AT&T Ohio	FAIRFIELD	Lancaster
AT&T Ohio	FAIRFIELD	Rushville
AT&T Ohio	FAIRFIELD	Sugar Grove
AT&T Ohio	FAYETTE	Bloomington
AT&T Ohio	FAYETTE	Jeffersonville
AT&T Ohio	FAYETTE	Milledgeville

10/2/2019

Proposed Market Area (PMA) for  
CLECs Provision of Local Service

AT&T Ohio	FAYETTE	Washington Court House
AT&T Ohio	FRANKLIN	Alton
AT&T Ohio	FRANKLIN	Canal Winchester
AT&T Ohio	FRANKLIN	Columbus
AT&T Ohio	FRANKLIN	Dublin
AT&T Ohio	FRANKLIN	Gahanna
AT&T Ohio	FRANKLIN	Grove City
AT&T Ohio	FRANKLIN	Groveport
AT&T Ohio	FRANKLIN	Harrisburg
AT&T Ohio	FRANKLIN	Hilliard
AT&T Ohio	FRANKLIN	Lockbourne
AT&T Ohio	FRANKLIN	New Albany
AT&T Ohio	FRANKLIN	Reynoldsburg
AT&T Ohio	FRANKLIN	Westerville
AT&T Ohio	FRANKLIN	Worthington
AT&T Ohio	GALLIA	Cheshire
AT&T Ohio	GALLIA	Gallipolis
AT&T Ohio	GALLIA	Guyan
AT&T Ohio	GALLIA	Rio Grande
AT&T Ohio	GALLIA	Vinton
AT&T Ohio	GALLIA	Walnut
AT&T Ohio	GEAUGA	Burton
AT&T Ohio	GEAUGA	Chesterland
AT&T Ohio	GREENE	Beavercreek
AT&T Ohio	GREENE	Bellbrook
AT&T Ohio	GREENE	Bowersville
AT&T Ohio	GREENE	Cedarville
AT&T Ohio	GREENE	Fairborn
AT&T Ohio	GREENE	Jamestown
AT&T Ohio	GREENE	Spring Valley
AT&T Ohio	GREENE	Xenia
AT&T Ohio	GREENE	Yellow Springs-Clifton
AT&T Ohio	HANCOCK	Findlay
AT&T Ohio	HIGHLAND	Belfast
AT&T Ohio	HIGHLAND	Danville [HIG]
AT&T Ohio	HIGHLAND	Hillsboro

Proposed Market Area (PMA) for  
CLECs Provision of Local Service

AT&T Ohio	HIGHLAND	Marshall
AT&T Ohio	HIGHLAND	Rainsboro
AT&T Ohio	HIGHLAND	Sugar Tree Ridge
AT&T Ohio	HOCKING	Murray City
AT&T Ohio	JEFFERSON	Mingo Junction
AT&T Ohio	JEFFERSON	Steubenville
AT&T Ohio	JEFFERSON	Toronto
AT&T Ohio	LAKE	Leroy
AT&T Ohio	LAKE	Mentor
AT&T Ohio	LAKE	Painesville
AT&T Ohio	LAKE	Wickliffe
AT&T Ohio	LAKE	Willoughby
AT&T Ohio	LAWRENCE	Arabia
AT&T Ohio	LAWRENCE	Ironton
AT&T Ohio	LUCAS	Holland
AT&T Ohio	LUCAS	Maumee
AT&T Ohio	LUCAS	Toledo
AT&T Ohio	LUCAS	Whitehouse
AT&T Ohio	MADISON	London
AT&T Ohio	MADISON	Sedalia
AT&T Ohio	MADISON	South Solon
AT&T Ohio	MADISON	West Jefferson
AT&T Ohio	MAHONING	Canfield
AT&T Ohio	MAHONING	Lowellville
AT&T Ohio	MAHONING	North Jackson
AT&T Ohio	MAHONING	North Lima
AT&T Ohio	MAHONING	Sebring
AT&T Ohio	MAHONING	Youngstown
AT&T Ohio	MIAMI	Fletcher-Lena
AT&T Ohio	MIAMI	Piqua
AT&T Ohio	MONROE	Beallsville
AT&T Ohio	MONROE	Clarington
AT&T Ohio	MONROE	Duffy
AT&T Ohio	MONROE	Graysville
AT&T Ohio	MONROE	Lewisville
AT&T Ohio	MONROE	Woodsfield

10/2/2019

Proposed Market Area (PMA) for  
CLECs Provision of Local Service

AT&T Ohio	MONTGOMERY	Centerville [MOT]
AT&T Ohio	MONTGOMERY	Dayton
AT&T Ohio	MONTGOMERY	Miamisburg-W.Carrollton
AT&T Ohio	MONTGOMERY	Vandalia
AT&T Ohio	MUSKINGUM	Dresden
AT&T Ohio	MUSKINGUM	Fultonham
AT&T Ohio	MUSKINGUM	Norwich
AT&T Ohio	MUSKINGUM	Philo
AT&T Ohio	MUSKINGUM	Zanesville
AT&T Ohio	PERRY	Corning
AT&T Ohio	PERRY	Glenford
AT&T Ohio	PERRY	New Lexington
AT&T Ohio	PERRY	Roseville
AT&T Ohio	PERRY	Shawnee
AT&T Ohio	PERRY	Somerset
AT&T Ohio	PERRY	Thornville
AT&T Ohio	PICKAWAY	New Holland
AT&T Ohio	PORTAGE	Atwater
AT&T Ohio	PORTAGE	Kent
AT&T Ohio	PORTAGE	Mantua
AT&T Ohio	PORTAGE	Mogadore
AT&T Ohio	PORTAGE	Ravenna
AT&T Ohio	PORTAGE	Rootstown
AT&T Ohio	SANDUSKY	Fremont
AT&T Ohio	SANDUSKY	Lindsey
AT&T Ohio	SENECA	Fostoria
AT&T Ohio	SENECA	New Riegel
AT&T Ohio	SENECA	Tiffin
AT&T Ohio	STARK	Alliance
AT&T Ohio	STARK	Canal Fulton
AT&T Ohio	STARK	Canton
AT&T Ohio	STARK	Hartville
AT&T Ohio	STARK	Louisville
AT&T Ohio	STARK	Magnolia-Waynesburg
AT&T Ohio	STARK	Marlboro
AT&T Ohio	STARK	Massillon

10/2/2019

Proposed Market Area (PMA) for  
CLECs Provision of Local Service

AT&T Ohio	STARK	Navarre
AT&T Ohio	STARK	North Canton
AT&T Ohio	STARK	Uniontown
AT&T Ohio	SUMMIT	Akron
AT&T Ohio	SUMMIT	Greensburg
AT&T Ohio	SUMMIT	Manchester [SUM]
AT&T Ohio	TRUMBULL	Girard
AT&T Ohio	TRUMBULL	Hubbard
AT&T Ohio	TRUMBULL	Kirtland
AT&T Ohio	TRUMBULL	Niles
AT&T Ohio	TRUMBULL	Sharon
AT&T Ohio	TUSCARAWAS	Gnadenhutten
AT&T Ohio	TUSCARAWAS	Newcomerstown
AT&T Ohio	TUSCARAWAS	Uhrichsville
AT&T Ohio	WARREN	Franklin
AT&T Ohio	WASHINGTON	Belpre
AT&T Ohio	WASHINGTON	Marietta
AT&T Ohio	WASHINGTON	New Matamoras
AT&T Ohio	WASHINGTON	Newport
AT&T Ohio	WAYNE	Dalton
AT&T Ohio	WOOD	Perrysburg
AT&T Ohio	WYANDOT	Upper Sandusky
Ayersville	DEFIANCE	Ayersville
Bascom Mutual	SENECA	Bascom
Benton Ridge	HANCOCK	Benton Ridge
Benton Ridge	HENRY	New Bavaria
Benton Ridge	PUTNAM	North Creek
Buckland	AUGLAIZE	Buckland
CC&S Telco	WILLIAMS	Cooney
CenturyTel dba CenturyLink	ERIE	Birmingham
CenturyTel dba CenturyLink	ERIE	Vermilion
CenturyTel dba CenturyLink	LORAIN	Amherst
CenturyTel dba CenturyLink	LORAIN	Avon
CenturyTel dba CenturyLink	LORAIN	Avon Lake
CenturyTel dba CenturyLink	LORAIN	Lorain
Champaign	CHAMPAIGN	Terre Haute

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10/2/2019

### Proposed Market Area (PMA) for CLECs Provision of Local Service

Champaign	CHAMPAIGN	Urbana
Chillicothe	ROSS	Bainbridge [ROS]
Chillicothe	ROSS	Bourneville
Chillicothe	ROSS	Chillicothe
Chillicothe	ROSS	Clarksburg
Chillicothe	ROSS	Frankfort
Chillicothe	ROSS	Hallsville
Chillicothe	ROSS	Kingston
Chillicothe	ROSS	Londonderry
Chillicothe	ROSS	Massieville
Chillicothe	ROSS	Richmondale
Cincinnati Bell	BUTLER	Bethany-West Chester
Cincinnati Bell	BUTLER	Hamilton
Cincinnati Bell	BUTLER	Reily
Cincinnati Bell	BUTLER	Seven Mile
Cincinnati Bell	BUTLER	Shandon
Cincinnati Bell	CLERMONT	Bethel
Cincinnati Bell	CLERMONT	Clermont
Cincinnati Bell	CLERMONT	Little Miami
Cincinnati Bell	CLERMONT	Newtownsville
Cincinnati Bell	CLERMONT	Williamsburg
Cincinnati Bell	HAMILTON	Cincinnati
Cincinnati Bell	HAMILTON	Harrison
Columbus Grove	PUTNAM	Columbus Grove
Conneaut	ASHTABULA	Conneaut
Continental	PAULDING	Grover Hill
Continental	PUTNAM	Continental
Continental	PUTNAM	Miller City
Doylestown	WAYNE	Doylestown
Farmers Mutual	HENRY	Okolona
Fort Jennings	PUTNAM	Fort Jennings
Frontier North	ADAMS	Manchester [ADA]
Frontier North	ADAMS	Peebles
Frontier North	ADAMS	Seaman
Frontier North	ADAMS	West Union
Frontier North	ALLEN	Spencerville

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10/2/2019

Proposed Market Area (PMA) for  
CLECs Provision of Local Service

Frontier North	ASHLAND	Ashland
Frontier North	ASHLAND	Hayesville
Frontier North	ASHLAND	Loudonville
Frontier North	ASHLAND	Perrysville
Frontier North	ASHLAND	Polk
Frontier North	ASHLAND	Redhaw
Frontier North	ASHLAND	Savannah
Frontier North	ATHENS	Albany
Frontier North	ATHENS	Amesville
Frontier North	ATHENS	Athens
Frontier North	ATHENS	Guysville
Frontier North	ATHENS	New Marshfield
Frontier North	ATHENS	Shade
Frontier North	ATHENS	The Plains
Frontier North	AUGLAIZE	Minster
Frontier North	AUGLAIZE	New Bremen
Frontier North	AUGLAIZE	St. Marys
Frontier North	BELMONT	Flushing
Frontier North	BROWN	Decatur
Frontier North	BROWN	Georgetown
Frontier North	BROWN	Hamersville
Frontier North	BROWN	Higginsport
Frontier North	BROWN	Mount Orab
Frontier North	BROWN	Russellville
Frontier North	BROWN	Sardinia
Frontier North	BUTLER	Morning Sun
Frontier North	BUTLER	Oxford
Frontier North	CARROLL	Carrollton
Frontier North	CARROLL	Dellroy
Frontier North	CARROLL	Harlem Springs
Frontier North	CARROLL	Malvern
Frontier North	CARROLL	Mechanicstown
Frontier North	CHAMPAIGN	Mechanicsburg
Frontier North	CHAMPAIGN	Woodstock
Frontier North	CLARK	Catawba
Frontier North	CLERMONT	Felicity

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10/2/2019

Proposed Market Area (PMA) for  
CLECs Provision of Local Service

Frontier North	CLINTON	Blanchester
Frontier North	CLINTON	Clarksville
Frontier North	CLINTON	Martinsville
Frontier North	CLINTON	New Burlington
Frontier North	CLINTON	New Vienna
Frontier North	CLINTON	Port William
Frontier North	CLINTON	Sabina
Frontier North	CLINTON	Wilmington
Frontier North	COLUMBIANA	East Rochester
Frontier North	COLUMBIANA	Hanoverton
Frontier North	COLUMBIANA	North Georgetown
Frontier North	COLUMBIANA	Winona
Frontier North	COSHOCTON	Cooperdale
Frontier North	COSHOCTON	Warsaw
Frontier North	CRAWFORD	Crestline
Frontier North	CRAWFORD	Galion
Frontier North	CRAWFORD	New Washington
Frontier North	DARKE	North Star
Frontier North	DARKE	Yorkshire
Frontier North	DEFIANCE	Hicksville
Frontier North	DEFIANCE	Ney
Frontier North	DELAWARE	Ashley
Frontier North	DELAWARE	Cheshire Center
Frontier North	DELAWARE	Delaware
Frontier North	DELAWARE	Kilbourne
Frontier North	DELAWARE	Ostrander
Frontier North	DELAWARE	Radnor
Frontier North	DELAWARE	Rathbone
Frontier North	ERIE	Berlin Heights
Frontier North	ERIE	Huron
Frontier North	ERIE	Kelleys Island
Frontier North	ERIE	Milan
Frontier North	FAIRFIELD	Amanda
Frontier North	FAIRFIELD	Baltimore
Frontier North	FAIRFIELD	Bremen
Frontier North	FAIRFIELD	Millersport

10/2/2019

Proposed Market Area (PMA) for  
CLECs Provision of Local Service

Frontier North	FAIRFIELD	Pleasantville
Frontier North	FULTON	Fayette
Frontier North	GUERNSEY	Byesville
Frontier North	GUERNSEY	Cambridge
Frontier North	HANCOCK	Arlington
Frontier North	HANCOCK	Jenera
Frontier North	HANCOCK	McComb
Frontier North	HANCOCK	Mount Blanchard
Frontier North	HANCOCK	Rawson
Frontier North	HANCOCK	Van Buren
Frontier North	HARDIN	Forest
Frontier North	HARRISON	Bowerston
Frontier North	HARRISON	Cadiz
Frontier North	HARRISON	Freeport
Frontier North	HARRISON	Jewett
Frontier North	HARRISON	Scio
Frontier North	HIGHLAND	Greenfield
Frontier North	HIGHLAND	Leesburg
Frontier North	HIGHLAND	Lynchburg
Frontier North	HIGHLAND	Mowrystown
Frontier North	HIGHLAND	Sinking Spring
Frontier North	HOCKING	Laurelville
Frontier North	HOCKING	Logan
Frontier North	HOLMES	Berlin
Frontier North	HOLMES	Lakeville
Frontier North	HURON	Bellevue
Frontier North	HURON	Greenwich
Frontier North	HURON	Monroeville
Frontier North	HURON	New London
Frontier North	HURON	Norwalk
Frontier North	HURON	Wakeman
Frontier North	HURON	Willard
Frontier North	JACKSON	Jackson
Frontier North	JACKSON	Oak Hill
Frontier North	JACKSON	Wellston
Frontier North	JEFFERSON	Adena

10/2/2019

Proposed Market Area (PMA) for  
CLECs Provision of Local Service

Frontier North	JEFFERSON	Amsterdam
Frontier North	JEFFERSON	Bergholz
Frontier North	JEFFERSON	Brilliant
Frontier North	JEFFERSON	Dillonvale-Mt. Pleasant
Frontier North	JEFFERSON	Knoxville
Frontier North	JEFFERSON	Richmond
Frontier North	JEFFERSON	Smithfield
Frontier North	JEFFERSON	Tiltonsville
Frontier North	LAWRENCE	Chesapeake
Frontier North	LORAIN	Grafton
Frontier North	LORAIN	North Eaton
Frontier North	LORAIN	Oberlin
Frontier North	LORAIN	Wellington
Frontier North	LUCAS	Curtice-Oregon
Frontier North	LUCAS	Sylvania
Frontier North	MADISON	Resaca
Frontier North	MARION	Green Camp
Frontier North	MARION	Larue
Frontier North	MARION	Marion
Frontier North	MARION	Morral
Frontier North	MARION	Prospect
Frontier North	MARION	Waldo
Frontier North	MEDINA	Brunswick
Frontier North	MEDINA	Chatham
Frontier North	MEDINA	Homerville
Frontier North	MEDINA	Lodi
Frontier North	MEDINA	Medina
Frontier North	MEDINA	Seville
Frontier North	MEDINA	Sharon Center
Frontier North	MEDINA	Spencer
Frontier North	MEDINA	Valley City
Frontier North	MEDINA	Wadsworth
Frontier North	MEDINA	Westfield Center
Frontier North	MEIGS	Letart Falls
Frontier North	MEIGS	Pomeroy
Frontier North	MEIGS	Portland

10/2/2019

Proposed Market Area (PMA) for  
CLECs Provision of Local Service

Frontier North	MERCER	Celina
Frontier North	MERCER	Coldwater
Frontier North	MERCER	Fort Recovery
Frontier North	MERCER	Maria Stein
Frontier North	MERCER	Mendon
Frontier North	MIAMI	Laura
Frontier North	MIAMI	Tipp City
Frontier North	MIAMI	Troy
Frontier North	MIAMI	West Milton
Frontier North	MONTGOMERY	Brookville
Frontier North	MONTGOMERY	Englewood
Frontier North	MONTGOMERY	Farmersville
Frontier North	MONTGOMERY	Liberty
Frontier North	MONTGOMERY	New Lebanon
Frontier North	MONTGOMERY	Phillipsburg
Frontier North	MONTGOMERY	Trotwood
Frontier North	MUSKINGUM	New Concord
Frontier North	NOBLE	Caldwell
Frontier North	NOBLE	Dexter City
Frontier North	NOBLE	Summerfield
Frontier North	OTTAWA	Elmore
Frontier North	OTTAWA	Genoa
Frontier North	OTTAWA	Marblehead
Frontier North	OTTAWA	Oak Harbor
Frontier North	OTTAWA	Port Clinton
Frontier North	OTTAWA	Put-In-Bay
Frontier North	PAULDING	Antwerp
Frontier North	PAULDING	Payne
Frontier North	PICKAWAY	Ashville
Frontier North	PICKAWAY	Circleville
Frontier North	PICKAWAY	Williamsport
Frontier North	PIKE	Beaver
Frontier North	PIKE	Idaho
Frontier North	PIKE	Piketon
Frontier North	PIKE	Waverly
Frontier North	PORTAGE	Garrettsville

10/2/2019

Proposed Market Area (PMA) for  
CLECs Provision of Local Service

Frontier North	PREBLE	Gratis
Frontier North	PREBLE	Lewisburg
Frontier North	PREBLE	West Alexandria
Frontier North	RICHLAND	Plymouth
Frontier North	SANDUSKY	Clyde
Frontier North	SANDUSKY	Gibsonburg
Frontier North	SANDUSKY	Helena
Frontier North	SCIOTO	Portsmouth
Frontier North	SENECA	Attica
Frontier North	SENECA	Bettsville
Frontier North	SENECA	Bloomville
Frontier North	SENECA	Republic
Frontier North	STARK	Beach City
Frontier North	STARK	Brewster
Frontier North	STARK	Minerva
Frontier North	STARK	Paris
Frontier North	STARK	Wilmot
Frontier North	SUMMIT	Montrose [SUM]
Frontier North	TUSCARAWAS	Baltic
Frontier North	TUSCARAWAS	Bolivar
Frontier North	TUSCARAWAS	Mineral City
Frontier North	TUSCARAWAS	New Philadelphia
Frontier North	TUSCARAWAS	Strasburg
Frontier North	TUSCARAWAS	Sugarcreek
Frontier North	UNION	Plain City
Frontier North	UNION	Richwood
Frontier North	VAN WERT	Convoy
Frontier North	VAN WERT	Ohio City
Frontier North	VAN WERT	Scott
Frontier North	VAN WERT	Willshire-Wren
Frontier North	VINTON	McArthur
Frontier North	VINTON	Wilkesville
Frontier North	WASHINGTON	Barlow
Frontier North	WASHINGTON	Beverly
Frontier North	WASHINGTON	Lowell
Frontier North	WASHINGTON	Lower Salem

Proposed Market Area (PMA) for  
CLECs Provision of Local Service

Frontier North	WASHINGTON	Watertown
Frontier North	WAYNE	Burbank
Frontier North	WAYNE	Congress
Frontier North	WAYNE	Creston
Frontier North	WAYNE	West Salem
Frontier North	WILLIAMS	Bryan
Frontier North	WILLIAMS	Edgerton
Frontier North	WILLIAMS	Edon
Frontier North	WILLIAMS	Evansport
Frontier North	WILLIAMS	Montpelier
Frontier North	WILLIAMS	Pioneer
Frontier North	WILLIAMS	West Unity
Frontier North	WOOD	Bowling Green
Frontier North	WOOD	Grand Rapids
Frontier North	WOOD	Haskins-Tontogany
Frontier North	WOOD	North Baltimore
Frontier North	WOOD	Pemberville
Frontier North	WOOD	Wayne-Bradner
Frontier North	WOOD	Weston
Frontier North	WYANDOT	Carey
Frontier North	WYANDOT	Harpster
Frontier North	WYANDOT	Nevada
Frontier North	WYANDOT	Wharton
Germantown	MONTGOMERY	Germantown
Glandorf	PUTNAM	Glandorf
Kalida	PUTNAM	Kalida
Little Miami	BROWN	Fayetteville
Little Miami	WARREN	Butlerville
McClure	HENRY	McClure
Middle Point Home	VAN WERT	Middle Point
Minford	SCIOTO	Minford
New Knoxville	AUGLAIZE	New Knoxville
Nova	ASHLAND	Nova
Nova	ASHLAND	Sullivan
Oakwood	PAULDING	Oakwood
Orwell	ASHTABULA	Colebrook

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10/2/2019

Proposed Market Area (PMA) for  
CLECs Provision of Local Service

Orwell	ASHTABULA	Orwell
Orwell	ASHTABULA	Windsor
Orwell	HANCOCK	Mount Cory
Orwell	PUTNAM	Belmore
Orwell	PUTNAM	Gilboa
Orwell	PUTNAM	Leipsic
Orwell	PUTNAM	Pandora
Orwell	TRUMBULL	North Bloomfield
Ottoville Mutual	PUTNAM	Cloverdale
Ottoville Mutual	PUTNAM	Ottoville
Pattersonville	CARROLL	Pattersonville
Ridgeville	HENRY	Ridgeville Corners
Sherwood Mutual	DEFIANCE	Sherwood
Sycamore	SENECA	McCutcheonville
Sycamore	SENECA	Melmore
Sycamore	WYANDOT	Sycamore
Telephone Service Co	AUGLAIZE	Cridersville
Telephone Service Co	AUGLAIZE	Wapakoneta
United of Indiana	DARKE	Union City
United Telephone dba CenturyLink	ALLEN	Beaverdam
United Telephone dba CenturyLink	ALLEN	Bluffton
United Telephone dba CenturyLink	ALLEN	Cairo
United Telephone dba CenturyLink	ALLEN	Delphos
United Telephone dba CenturyLink	ALLEN	Elida
United Telephone dba CenturyLink	ALLEN	Gomer
United Telephone dba CenturyLink	ALLEN	Lafayette
United Telephone dba CenturyLink	ALLEN	Lima
United Telephone dba CenturyLink	ALLEN	Westminster
United Telephone dba CenturyLink	ASHTABULA	Andover
United Telephone dba CenturyLink	ASHTABULA	Jefferson
United Telephone dba CenturyLink	ASHTABULA	New Lyme
United Telephone dba CenturyLink	ATHENS	Glouster
United Telephone dba CenturyLink	AUGLAIZE	Waynesfield
United Telephone dba CenturyLink	CHAMPAIGN	North Lewisburg
United Telephone dba CenturyLink	CHAMPAIGN	Rosewood
United Telephone dba CenturyLink	CRAWFORD	Bucyrus



Proposed Market Area (PMA) for  
CLECs Provision of Local Service

United Telephone dba CenturyLink	CRAWFORD	Chatfield
United Telephone dba CenturyLink	CRAWFORD	Lykens
United Telephone dba CenturyLink	CRAWFORD	New Winchester
United Telephone dba CenturyLink	DARKE	Ansonia
United Telephone dba CenturyLink	DARKE	Arcanum
United Telephone dba CenturyLink	DARKE	Bradford
United Telephone dba CenturyLink	DARKE	Gettysburg
United Telephone dba CenturyLink	DARKE	Greenville
United Telephone dba CenturyLink	DARKE	Hollansburg
United Telephone dba CenturyLink	DARKE	New Madison
United Telephone dba CenturyLink	DARKE	Rosburg
United Telephone dba CenturyLink	DARKE	Versailles
United Telephone dba CenturyLink	DEFIANCE	Defiance
United Telephone dba CenturyLink	DEFIANCE	Jewell
United Telephone dba CenturyLink	DELAWARE	Sunbury
United Telephone dba CenturyLink	FULTON	Archbold
United Telephone dba CenturyLink	FULTON	Lyons
United Telephone dba CenturyLink	FULTON	Metamora
United Telephone dba CenturyLink	FULTON	Swanton
United Telephone dba CenturyLink	FULTON	Wauseon
United Telephone dba CenturyLink	HARDIN	Ada
United Telephone dba CenturyLink	HARDIN	Alger
United Telephone dba CenturyLink	HARDIN	Dunkirk
United Telephone dba CenturyLink	HARDIN	Mount Victory
United Telephone dba CenturyLink	HARDIN	Ridgeway
United Telephone dba CenturyLink	HENRY	Deshler
United Telephone dba CenturyLink	HENRY	Florida
United Telephone dba CenturyLink	HENRY	Gerald
United Telephone dba CenturyLink	HENRY	Grelton-Malinta
United Telephone dba CenturyLink	HENRY	Hamler
United Telephone dba CenturyLink	HENRY	Holgate
United Telephone dba CenturyLink	HENRY	Liberty Center
United Telephone dba CenturyLink	HENRY	Napoleon
United Telephone dba CenturyLink	HOLMES	Big Prairie
United Telephone dba CenturyLink	HOLMES	Glenmont
United Telephone dba CenturyLink	HOLMES	Holmesville

10/2/2019

Proposed Market Area (PMA) for  
CLECs Provision of Local Service

United Telephone dba CenturyLink	HOLMES	Killbuck
United Telephone dba CenturyLink	HOLMES	Millersburg
United Telephone dba CenturyLink	HOLMES	Nashville
United Telephone dba CenturyLink	KNOX	Centerburg
United Telephone dba CenturyLink	KNOX	Danville [KNO]
United Telephone dba CenturyLink	KNOX	Fredericktown
United Telephone dba CenturyLink	KNOX	Gambier
United Telephone dba CenturyLink	KNOX	Martinsburg
United Telephone dba CenturyLink	KNOX	Mount Vernon
United Telephone dba CenturyLink	LICKING	Alexandria
United Telephone dba CenturyLink	LICKING	Croton
United Telephone dba CenturyLink	LICKING	Hebron
United Telephone dba CenturyLink	LICKING	Johnstown
United Telephone dba CenturyLink	LICKING	Pataskala
United Telephone dba CenturyLink	LICKING	Utica-Homer
United Telephone dba CenturyLink	LOGAN	Belle Center
United Telephone dba CenturyLink	LOGAN	Bellefontaine
United Telephone dba CenturyLink	LOGAN	De Graff
United Telephone dba CenturyLink	LOGAN	East Liberty
United Telephone dba CenturyLink	LOGAN	Huntsville
United Telephone dba CenturyLink	LOGAN	Rushsylvania
United Telephone dba CenturyLink	LOGAN	Russells Point
United Telephone dba CenturyLink	LOGAN	West Liberty
United Telephone dba CenturyLink	LOGAN	West Mansfield
United Telephone dba CenturyLink	LUCAS	Richfield Center-Berkey
United Telephone dba CenturyLink	LUCAS	Waterville
United Telephone dba CenturyLink	MAHONING	Berlin Center
United Telephone dba CenturyLink	MAHONING	Damascus
United Telephone dba CenturyLink	MAHONING	North Benton
United Telephone dba CenturyLink	MARION	Caledonia
United Telephone dba CenturyLink	MERCER	Rockford
United Telephone dba CenturyLink	MORGAN	Chesterhill
United Telephone dba CenturyLink	MORGAN	McConnellsville
United Telephone dba CenturyLink	MORGAN	Pennsville
United Telephone dba CenturyLink	MORGAN	Reinersville-Hackney
United Telephone dba CenturyLink	MORGAN	Stockport

Proposed Market Area (PMA) for  
CLECs Provision of Local Service

United Telephone dba CenturyLink	MORROW	Cardington
United Telephone dba CenturyLink	MORROW	Chesterville
United Telephone dba CenturyLink	MORROW	Johnsville
United Telephone dba CenturyLink	MORROW	Marengo
United Telephone dba CenturyLink	MORROW	Mount Gilead
United Telephone dba CenturyLink	MUSKINGUM	Adamsville
United Telephone dba CenturyLink	MUSKINGUM	Fazeysburg
United Telephone dba CenturyLink	PERRY	Crooksville
United Telephone dba CenturyLink	PERRY	Junction City
United Telephone dba CenturyLink	PICKAWAY	Mount Sterling
United Telephone dba CenturyLink	PORTAGE	Lake Milton
United Telephone dba CenturyLink	PORTAGE	Wayland
United Telephone dba CenturyLink	PORTAGE	Windham
United Telephone dba CenturyLink	PREBLE	Camden
United Telephone dba CenturyLink	PREBLE	Eaton
United Telephone dba CenturyLink	PREBLE	Eldorado
United Telephone dba CenturyLink	PREBLE	New Paris
United Telephone dba CenturyLink	PREBLE	West Manchester
United Telephone dba CenturyLink	PUTNAM	Ottawa
United Telephone dba CenturyLink	RICHLAND	Adario
United Telephone dba CenturyLink	RICHLAND	Bellville
United Telephone dba CenturyLink	RICHLAND	Butler
United Telephone dba CenturyLink	RICHLAND	Lexington
United Telephone dba CenturyLink	RICHLAND	Lucas
United Telephone dba CenturyLink	RICHLAND	Mansfield
United Telephone dba CenturyLink	RICHLAND	Shelby
United Telephone dba CenturyLink	RICHLAND	Shiloh
United Telephone dba CenturyLink	SANDUSKY	Woodville
United Telephone dba CenturyLink	SENECA	Green Springs
United Telephone dba CenturyLink	SENECA	Old Fort
United Telephone dba CenturyLink	SHELBY	Anna
United Telephone dba CenturyLink	SHELBY	Botkins
United Telephone dba CenturyLink	SHELBY	Fort Loramie
United Telephone dba CenturyLink	SHELBY	Jackson Center
United Telephone dba CenturyLink	SHELBY	Sidney
United Telephone dba CenturyLink	TRUMBULL	Bristolville

10/2/2019

Proposed Market Area (PMA) for  
CLECs Provision of Local Service

United Telephone dba CenturyLink	TRUMBULL	Cortland
United Telephone dba CenturyLink	TRUMBULL	Greene
United Telephone dba CenturyLink	TRUMBULL	Hartford
United Telephone dba CenturyLink	TRUMBULL	Johnston
United Telephone dba CenturyLink	TRUMBULL	Kinsman
United Telephone dba CenturyLink	TRUMBULL	Newton Falls
United Telephone dba CenturyLink	TRUMBULL	Warren
United Telephone dba CenturyLink	UNION	Byhalia
United Telephone dba CenturyLink	UNION	Magnetic Springs
United Telephone dba CenturyLink	UNION	Marysville
United Telephone dba CenturyLink	UNION	Milford Center
United Telephone dba CenturyLink	UNION	Raymond
United Telephone dba CenturyLink	UNION	York Center
United Telephone dba CenturyLink	VAN WERT	Van Wert
United Telephone dba CenturyLink	VAN WERT	Venedocia
United Telephone dba CenturyLink	WARREN	Lebanon
United Telephone dba CenturyLink	WARREN	Mason
United Telephone dba CenturyLink	WARREN	Morrow
United Telephone dba CenturyLink	WARREN	South Lebanon
United Telephone dba CenturyLink	WARREN	Waynesville
United Telephone dba CenturyLink	WASHINGTON	Bartlett
United Telephone dba CenturyLink	WAYNE	Apple Creek
United Telephone dba CenturyLink	WAYNE	Fredericksburg
United Telephone dba CenturyLink	WAYNE	Kidron
United Telephone dba CenturyLink	WAYNE	Marshallville
United Telephone dba CenturyLink	WAYNE	Orrville
United Telephone dba CenturyLink	WAYNE	Rittman
United Telephone dba CenturyLink	WAYNE	Shreve
United Telephone dba CenturyLink	WAYNE	Smithville
United Telephone dba CenturyLink	WAYNE	Sterling
United Telephone dba CenturyLink	WAYNE	Wooster
United Telephone dba CenturyLink	WILLIAMS	Stryker
United Telephone dba CenturyLink	WOOD	Bloomdale
United Telephone dba CenturyLink	WOOD	Cygnat
United Telephone dba CenturyLink	WOOD	Luckey
United Telephone dba CenturyLink	WOOD	Moline

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Proposed Market Area (PMA) for  
CLECs Provision of Local Service

United Telephone dba CenturyLink	WOOD	Portage
United Telephone dba CenturyLink	WOOD	Risingsun
United Telephone dba CenturyLink	WOOD	Stony Ridge
Vanlue	HANCOCK	Vanlue
Vaughnsville	PUTNAM	Vaughnsville
Wabash Mutual	MERCER	Wabash
Windstream Ohio	CHAMPAIGN	St. Paris
Windstream Ohio	FULTON	Chesterfield
Windstream Ohio	FULTON	Delta
Windstream Ohio	FULTON	Neapolis
Windstream Ohio	HARDIN	Kenton
Windstream Ohio	LICKING	Granville
Windstream Ohio	LICKING	Gratiot
Windstream Ohio	LICKING	Hanover-Marne
Windstream Ohio	LICKING	Newark
Windstream Ohio	LICKING	St. Louisville
Windstream Ohio	LORAIN	Columbia Station
Windstream Ohio	LORAIN	Elyria
Windstream Ohio	MIAMI	Covington
Windstream Ohio	MIAMI	Pleasant Hill
Windstream Ohio	PAULDING	Paulding
Windstream Western Reserve	ASHTABULA	Ashtabula
Windstream Western Reserve	ASHTABULA	Austinburg
Windstream Western Reserve	ASHTABULA	Dorset
Windstream Western Reserve	ASHTABULA	Geneva
Windstream Western Reserve	ASHTABULA	Kingsville
Windstream Western Reserve	ASHTABULA	Pierpont
Windstream Western Reserve	ASHTABULA	Rock Creek
Windstream Western Reserve	ASHTABULA	Trumbull
Windstream Western Reserve	ATHENS	Coolville
Windstream Western Reserve	BELMONT	Centerville [BEL]
Windstream Western Reserve	BELMONT	Morristown
Windstream Western Reserve	BELMONT	Powhatan Point
Windstream Western Reserve	GEAUGA	Bainbridge [GEA]
Windstream Western Reserve	GEAUGA	Chardon
Windstream Western Reserve	GEAUGA	East Claridon

10/2/2019

Proposed Market Area (PMA) for  
CLECs Provision of Local Service

Windstream Western Reserve	GEAUGA	Huntsburg
Windstream Western Reserve	GEAUGA	Middlefield
Windstream Western Reserve	GEAUGA	Montville
Windstream Western Reserve	GEAUGA	Newbury
Windstream Western Reserve	GEAUGA	Parkman
Windstream Western Reserve	GEAUGA	Russell
Windstream Western Reserve	GEAUGA	Thompson
Windstream Western Reserve	GUERNSEY	Cumberland
Windstream Western Reserve	GUERNSEY	Fairview
Windstream Western Reserve	GUERNSEY	Old Washington
Windstream Western Reserve	GUERNSEY	Quaker City
Windstream Western Reserve	HARRISON	Hopedale
Windstream Western Reserve	JEFFERSON	Bloomingtondale
Windstream Western Reserve	LAKE	Madison
Windstream Western Reserve	LAKE	Perry
Windstream Western Reserve	MEDINA	Hinckley
Windstream Western Reserve	MEIGS	Chester
Windstream Western Reserve	PORTAGE	Aurora
Windstream Western Reserve	PORTAGE	Hiram
Windstream Western Reserve	SUMMIT	Hudson
Windstream Western Reserve	SUMMIT	Northfield
Windstream Western Reserve	SUMMIT	Peninsula
Windstream Western Reserve	SUMMIT	Richfield
Windstream Western Reserve	SUMMIT	Twinsburg
Windstream Western Reserve	TRUMBULL	Mesopotamia
Windstream Western Reserve	WASHINGTON	Little Hocking
X		

**EXHIBIT A-5**  
**Explanation of How Proposed Services are in Public Interest**

The provisioning of the proposed services is in the public interest because doing so enhances competition within the telecommunications industry in Ohio. The Applicant intends to bring significant benefits to business customers and other carriers by providing quality services at affordable rates.

**EXHIBIT A-6**  
**Description of Class of Customers to be Served**

The Applicant intends to serve business, government and carrier customers. The Applicant will provide its services at the same rates as the local ILEC-provided services.



**EXHIBIT B**  
**Business Requirements**

**EXHIBIT B-1**  
**Registration with Ohio Department of**  
**Taxation**

# My Business | Dashboard

Wyverd Connect LLC

Go.



► New Transaction ≡ In Progress ✓ Ready for Checkout 📄 Recent 📅 History 💳 Payments 📅 Reminders 📢 Announcements (3)

## Quick Links

### Has Something Changed?

[Request Business Access](#)

7. Director General T. A.

## Favorites

Show Favorites

## Service Area

### Unclaimed Funds

### Sales and Use Tax

## Unclaimed Funds

## Unclaimed Funds Negative Report

## Unclaimed Funds Report

## Sales and Use Tax

County Vendor's License Registration

**EXHIBIT B-2**

**Certification of Ohio Secretary of State and Certificate of Good Standing**

The Applicant uses Wyverd Connect, LLC as a trade name and is registered with the Ohio Secretary of State. The Ohio Secretary of State Certificate and the Certificate of Good Standing are included on the pages that follow.



DATE  
08/19/2019

DOCUMENT ID  
201923101244

DESCRIPTION  
REGISTRATION OF FOREIGN FOR PROFIT LLC  
(LFP)

FILING  
99.00

EXPED  
200.00

CERT  
0.00

COPY  
0.00

### Receipt

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

UNISEARCH INC.  
3958-D BROWN PARK DR  
HILLIARD, OH 43026

## STATE OF OHIO CERTIFICATE

Ohio Secretary of State, Frank LaRose  
4370054

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

**WYYERD CONNECT LLC**

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

Document(s)

**REGISTRATION OF FOREIGN FOR PROFIT LLC**

Effective Date: 08/16/2019

Document No(s):

**201923101244**



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  
19th day of August, A.D. 2019.

Ohio Secretary of State

UNITED STATES OF AMERICA  
STATE OF OHIO  
OFFICE OF THE SECRETARY OF STATE

*I, Frank LaRose, do hereby certify that I am the duly elected, qualified and present acting Secretary of State for the State of Ohio, and as such have custody of the records of Ohio and Foreign business entities; that said records show WYYERD CONNECT LLC, a Delaware For Profit Limited Liability Company, Registration Number 4370054, filed on August 16, 2019, is currently in FULL FORCE AND EFFECT upon the records of this office.*



*Witness my hand and the seal of the  
Secretary of State at Columbus, Ohio  
this 1st day of October, A.D. 2019.*

A handwritten signature in cursive script, reading "Frank LaRose".

Ohio Secretary of State

Validation Number: 201927403496

**EXHIBIT C**  
**Financial Viability**

**EXHIBIT C-1**  
**Executive Summary of Financial Condition,**  
**Liquidity, and Capital Resources**

The Applicant is a Delaware Company that was founded on June 26, 2017. In April 2018, the company began providing internet to school districts south of Atlanta, Georgia, as well as in Indiana and Texas.

The Applicant is well qualified to operate within the State of Ohio and possesses the requisite financial resources to provide telecommunications services. Overall, the Applicant's financial condition and liquidity is stable with no anticipated issues with respect to cash flow, customer retention and acquisition, business continuity, or access to capital. The majority of funding for the growth of the business has been provided by reinvestment of revenue into the company. There is sufficient free cash flow generated by internet service profits to fund operations of the competitive local exchange carrier, as needed.



**EXHIBIT C-2**  
**Financial Statements**

The Applicant considers its financial information to be confidential and has, therefore, filed such information under seal pursuant to Ohio Admin. Code 4901-1-24(D).

**EXHIBIT C-3**  
**Documentation to Support Cash and Funding Sources**

The Applicant considers its documentation to support cash and funding sources to be confidential and has, therefore, filed such information under seal pursuant to Ohio Adm. Code 4901-1-24(D).

**EXHIBIT D**  
**Managerial Ability and Corporate Structure**

**EXHIBIT D-1**  
**Technical and Managerial Expertise**

**John Scarano**

John is a founding member of Wyverd Group and serves as our team leader with more than 30 years of related experience. John has served on several boards including Horizon Telecom and is a graduate-level adjunct professor for the Interdisciplinary Telecom Program at the University of Colorado. Before Wyverd, John co-founded Zayo Group, was Vice Chair and EVP of euNetworks Group, EVP of ICG Communications, VP at Level 3 (responsible for N. America network deployment and global business development), VP at MFS Communications and began his telecom career at AT&T and Bell Laboratories. John served as councilman and deputy supervisor for the Town of Wallkill, NY. John received a combined degree in business administration and computer science from the State University of NY at Albany.

**Amanda Tierney**

Amanda is a founding member of Wyverd Group and serves as Wyverd's commercial and operational leader. Prior to Wyverd, Amanda spent two years at Zayo Group as a business unit GM overseeing product lines including Internet, Ethernet, WAN and dark fiber businesses. Prior to joining Zayo, Amanda was VP of Commercial Marketing for Charter Communications, overseeing marketing, strategy and pricing for Charter's mid-market and enterprise business. Before Charter, Amanda spent nine years at Level 3 Communications where she held leadership positions across a variety of functions including service delivery, marketing, strategy, and market management. She began her career at Citigroup in New York as a financial analyst and investment office. Amanda holds an MBA from the Stanford Graduate School of Business and a BA from Bucknell University.

**Andy Sredojevic**

Andy is a founding member of Wyverd Group and serves as our leader for corporate and business development with more than 30 years of related experience. Prior to Wyverd, Andy was part of the original senior management team that founded Zayo Group, holding executive positions in sales, network and business development and outside plant and construction. Before Zayo, Andy held senior management positions in accounting, fp&a, business development and network planning at ICG Communications, Level 3 Communications, XO Communications, MFS Communications and TDS Communications. Andy received a B.S. in accounting from Illinois State University, an MBA in finance from DePaul University, and a CPA license from the State of Illinois.

**Alex Mault**

Alex is a founding member of Wyverd Group and serves as our leader for network, platform architecture and security. Alex's background is in large distributed systems and computer security. Alex was previously a security engineer and cloud security subject matter expert at Twitter, maintaining network integrity and safeguarding user privacy. Alex was a co-founder of the telemedicine company, Reflexion Health, and founded and operated the mobile device tracking software, FindMyI. Alex is also an adjunct instructor at his alma mater, the University of Colorado at Boulder, where he received a B.S. in computer and electrical engineering.

**Scott Beer**

Scott is a founding member of Wyverd Group and serves as General Counsel and Strategic Advisor. Scott has 25 years of experience in the telecommunications industry. Prior to Wyverd, Scott was a member of the original executive management team that founded Zayo Group (“Zayo”) beginning in 2007 through 2015. During his time at Zayo, Scott was the Chief Legal Officer and executed over 35 successful acquisitions, numerous financing transactions, and Zayo’s initial public offering/ IPO in 2014. Before Zayo, Scott was General Counsel at ICG Communications, Vice President Carrier Relations at Level 3 Communications, Associate General Counsel at MCI WorldCom, and an associate attorney for the law firm of McGloin, Davenport, Severson and Snow located in Denver, Colorado. Scott has a B.S. in Communications from Michigan State University and a juris doctorate from Michigan State University Law School (f/k/a Detroit College of Law).

**Tim Gentry**

Tim is a founding member of Wyverd Group and serves as our leader for finance, with over 25 years of related experience. Prior to Wyverd, Tim was part of the original senior management team that founded Zayo Group beginning in 2007 through 2017. During his time at Zayo, Tim held Executive positions as the Corporate Controller, Chief Financial Officer of the Dark Fiber Product Segment and VP of Corporate Finance. Before Zayo, Tim was the Corporate Controller and VP of Taxation at ICG Communications and prior to that held similar positions at Expanets. Tim also served as the Assistant Controller for Northwestern Energy in addition to an 8-year career with BKD providing tax preparation and planning services for businesses and individuals. Tim has a B.S. in Accountancy as well as a M.A. in Accountancy with an emphasis in Taxation from the University of Missouri-Columbia and is a licensed CPA in the State of Colorado.

**Kevin Stenerson**

Kevin is a founding member of Wyverd Group and serves as our leader for platform development and systems integration. Prior to Wyverd, Kevin led software engineering and consumer-facing technical customer support teams in the fields of telemedicine, IT and digital publishing. Kevin is an alumnus of the University of Colorado Boulder for computer science, with a certificate in technical arts & media.

**EXHIBIT D-2**  
**Officers & Directors**

**John Scarano, CEO and Managing Member.**

Mr. Scarano has more than 30 years of experience in the telecommunications industry. Mr.

Scarano is CEO and the Managing Member of Wyverd Group, LLC and Wyverd Group, LLC is the sole member and managing member of Wyverd Connect, LLC.

**Scott Beer, EVP and Secretary.**

Mr. Beer has more than 25 years of experience in the telecommunications industry. Mr. Beer is EVP and Secretary (Chief Legal Officer) of Wyverd Group, LLC.



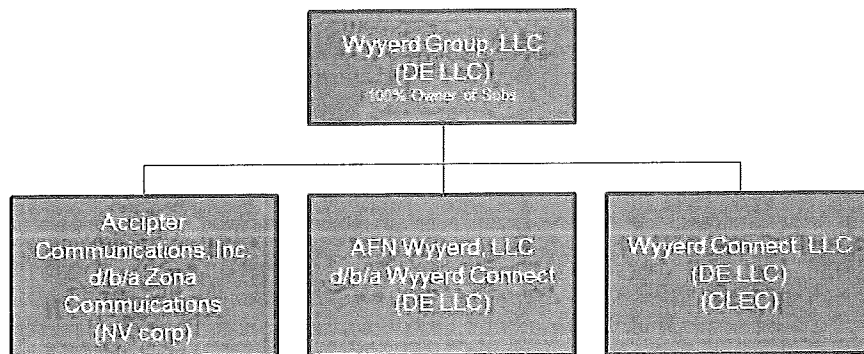
**EXHIBIT D-3**  
**Corporate Structure and Ownership**

The Applicant is a Delaware Company that was founded on June 26, 2017. In April 2018, the company began providing internet to school districts south of Atlanta, Georgia, as well as in Indiana and Texas. The Applicant provides wireless and fiber telecommunications services to business and carrier customers.

**Parent:** Wyverd Group, LLC (Delaware LLC) founded in 2017

**Subsidiary:** Wyverd Connect (Delaware LLC), wholly owned subsidiary of Parent

**Wyverd Group – Entity Organizational Chart**



**EXHIBIT D-4**  
**Similar Operations in Other States**

The Applicant engages in business operations in Arizona, Georgia, Indiana, and Texas.  
These business operations consist of offering internet service to school districts.

**EXHIBIT D-5**  
**Statement Regarding FCC accounting methods**

The Applicant will follow FCC accounting methods, where applicable.

**EXHIBIT E**  
**Documentation Attesting to Proposed Interactions with Other Carriers**

**EXHIBIT E-1**  
**Derivation of Rates**

The Applicant's rates will be derived through interconnection agreements.

**EXHIBIT E-2**  
**Interconnection/Resale Agreements**

The Applicant is in the process of negotiating interconnection agreements with other providers. Below is a typical Service Order to be used with Carriers under a Master Services Agreement. Disconnection will be conducted on a case-by-case basis.

## Wyverd Group

### Service Order Form

Wyverd Group  
5600 Arapahoe Avenue  
Suite 200  
Boulder CO 80303

Customer: [REDACTED]  
Service: [REDACTED]  
Quote Date: 7/25/2019  
Expiration Date: 8/25/2019

Customer Billing Address  
238 Stockbridge Rd.  
First Floor  
Jonesboro, GA 30236

Customer Name: [REDACTED]  
Contact: [REDACTED]  
Phone: [REDACTED]  
Email: [REDACTED]  
Service Request Date: 8/5/2019

Service Name	Wyverd Opportunity Number	Service Description	Service Location (List A and B if applicable)	Monthly Charge MRC	One-Time Charge NRC	Term (Months)
50 Mbps	1	50 mbps upload and download business Internet service	238 Stockbridge Rd. First Floor	\$ 89.99	\$ 50.00	24
Business Voice Line	2	Business Voice Line Service; includes basic features	238 Stockbridge Rd. Suite 206	\$ 99.98	\$ 100.00	24
Additional Service		First Month Free - Local Promotion		\$ -	\$ -	-
Taxes/Fees		*State & Local Taxes and Fees will apply		\$ -	\$ -	-
Total MRC/NRC				\$ 189.97	\$ 150.00	

#### Customer's Authorized Representative

By: (signature) [Signature]  
Authorized Signature Required  
Name: (Print name) Walter Krauth  
Title: Gen. MGR  
Date: 7/25/2019

#### Wyverd Authorized Representative

(signature)  
(Print name) Chad Allen  
General Manager - Georgia  
25-Jul-19

**EXHIBIT E-3**  
**Interconnection Affidavit, Bona Fide Requests, Timeline**

The Applicant's letter requesting to interconnect and accompanying affidavit are attached.



August 22, 2019

Cincinnati Bell  
201 East Fourth Street  
Cincinnati, Ohio 45202

To Whom it may Concern:

Wyverd Connect, LLC is in the process of seeking certification as a Competitive Local Exchange Carrier (CLEC) in Ohio and wishes, pursuant to Section 252(i) of the Communications Act, as amended, to adopt an interconnection agreement with Cincinnati Bell.

Can you please have the appropriate person on your team reach out to me directly in order to complete the interconnection process and agreement?

Thank you for your attention to this request.

Sincerely,

A handwritten signature in black ink, appearing to be "SB" followed by a long horizontal stroke.

Scott Beer  
General Counsel  
Wyverd Connect, LLC

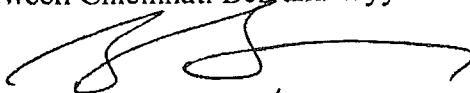
STATE OF TX :

SS:

COUNTY OF TARRANT:

**AFFIDAVIT**

I, Scott Beer, am an authorized agent of the applicant corporation, Wyverd Connect, LLC, and am authorized to make this statement on its behalf. I attest that Wyverd Connect, LLC sent the attached correspondence to Cincinnati Bell seeking to adopt an interconnection agreement between Cincinnati Bell and Wyverd Connect, LLC.

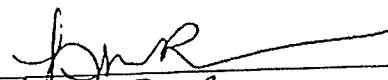
 SCOTT E. BEER

Executed on: 9/3/19 BURLESON, TX  
(Date) (Location)

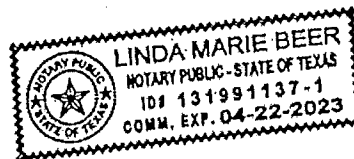
**STATEMENT OF NOTARY**

State of TX  
TARRANT County

Sworn and subscribed before me, this the 3rd day of September 2019.

Notary Public   
Linda Beer

My Commission Expires 04-22-2023



# **EXHIBIT F** **Proposed Interactions with Customers**

Wyverd Group						
Service Order Form						
<b>Wyverd Group</b> 5600 Arapahoe Avenue Suite 200 Boulder CO 80303			<b>Customers:</b> [Redacted] <b>Service:</b> [Redacted] <b>Quote Date:</b> 7/25/2019 <b>Expiration Date:</b> 8/25/2019			
<b>Customer Billing Address</b> 238 Stockbridge Rd. First Floor Jonesboro, GA 30236			<b>Customer Name:</b> [Redacted] <b>Contact:</b> [Redacted] <b>Phone:</b> [Redacted] <b>Email:</b> [Redacted] <b>Service Request Date:</b> 8/5/2019			
Service Name	Wyverd Opportunity Number	Service Description	Service Location (List A and B if applicable)	Monthly Charge MRC	One-Time Charge NRC	Term (Months)
50 Mbps.	1	50 mbps upload and download business Internet service	238 Stockbridge Rd. First Floor	\$ 89.99	\$ 50.00	24
Business Voice Line	2	Business Voice Line Service; includes basic features	238 Stockbridge Rd. Suite 206	\$ 99.98	\$ 100.00	24
Additional Service		First Month Free - Local Promotion		\$ -	\$ -	-
Taxes/Fees		*State & Local Taxes and Fees will apply		\$ -	\$ -	-
Total MRC/NRC				\$ 189.97	\$ 150.00	
<div> <div> <b>Customer's Authorized Representative</b>            By: [Signature]            Authorized Signature Required            Name: Walter Krauth            Title: Gen. MGR            Date: 7/25/2019         </div> <div> <b>Wyverd Authorized Representative</b>            [Signature]            (Print name)            Chad Allen            General Manager - Georgia            25-Jul-19         </div> </div>						

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

**Commission of Ohio Docketing Information System on**

**10/2/2019 2:48:53 PM**

**in**

**Case No(s). 19-1583-TP-ACE**

Summary: Application Application to be certified as a Competitive local Exchange Carrier in Ohio electronically filed by Mr. Christopher L. Miller on behalf of Wyverd Connect, LLC