



August 26, 2020

WRITER'S DIRECT NUMBER: (614) 462-5033 DIRECT FAX: (614) 224-3886 EMAIL: Christopher.Miller@icemiller.com

Via Courier

Public Utilities Commission of Ohio Docketing 180 East Broad Street Columbus, Ohio 43215

RE: Medina Fiber LLC Telecommunications Application for Certification to become a Competitive Local Exchange Carrier in Ohio, PUCO Docket# 20-1062-TP-ACE

Dear Sir or Madam:

Enclosed please find the original and two (2) copies of the Medina Fiber LLC Telecommunications Application for Certification to become a Competitive Local Exchange Carrier in Ohio. Additionally, please find an original and two (2) copies the confidential information to be filed under seal along with a Motion and one copy of said Motion. Please file all documents and return a time-stamped copy of one of each (CLEC Application, Confidential Filing and Motion) to our office for our records by providing such to the courier presenting this package to docketing.

Very truly yours,

ICE MILLER LLP

Christopher L. Miller

CQ\6510831.1

This is to certify that the images appearing are an accurate and complete reproduction of a case file document delivered in the regular course of business.

The charge of the processed of the p

icemiller.com

The Public Utilities Commission of Ohio

TELECOMMUNICATIONS FILING FORM

(Effective: 04-01-2020)

Per the Commission's 5/29/2019 "Implementation Order" in Case No. 19-0173-TP-ORD

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

In the Matter of the Application of <u>Medina Fiber</u> to <u>become</u>) TF	RF Docket No. 90-	-TP-TRF
certified as a Competitive Local Exchange Carrier.) Ca	ase No. 20-1062-TP-2	ACE
•) NO	OTE: Unless you have re	eserved a Case #, leave
) the	e "Case No." field BLAN	IK.
Name of Registrant(s) Medina Fiber LLC			
<u> </u>			
DBA(s) of Registrant(s) Medina Fiber	0.40		
Address of Registrant(s) 164 Lake Chelsea Drive, Chelsea, AL 350	<u> </u>		
Company Web Address medina.litcommunications.net			
Regulatory Contact Person(s) Brian Snider, CEO	Phone (<u>334)</u>	<u>714</u> - <u>1439</u> Fax	x (<u>) </u> - <u> </u>
Regulatory Person's Email Address brian@litcommunities.net			
Contact Person for Annual Report Brian Snider	J	Phone (<u>334)714</u> - <u>1439</u>	<u>}</u>
Consumer Contact Information Brian Snider		Phone (<u>334)</u> ;	<u>714-1439</u>
Address (if different from above) Click here to enter text.		,	
Motion for protective order included with filing? ⊠Yes □ No			
Motion for waiver(s) filed affecting this case? ☐ Yes ☒ No [Note:	. Maixore may to	Il any automatic tim	oframa l
Monor for warver(s) fried affecting this case: 1 Tes 2 No [Note	. Walvers may to	if any automatic time	~ S
Notes			- 1928 - 1928 - 1938
Notes:	3) 1001 1 6		\$
Sections I and II are pursuant to Ohio Administrative Code (OAC		4.7	्रिक
Section III – Part I - Carrier to Carrier is pursuant to OAC 4901:1-	7 and Pole Attach	ment to OAC 4901.	<u>11-3</u> 🚫
Section III – Part II - Wireless is pursuant to OAC <u>4901:1-6-24</u> .		\bigcirc	
Section IV – Attestation.			PE
(1) Indicate the Carrier Type and the reason for submitting this fo	orm by checking	the boxes below.	15
•			5 1
(2) For requirements for various applications, see identified sections	on of the Ohio A	dministrative Code	Chapter 4901 and/or t

- (2) For requirements for various applications, see identified section of the Ohio Administrative Code Chapter 4901 and/or the supplemental application form noted.
- (3) Information regarding the number of copies required by the PUCO may be obtained from the PUCO's website at www.PUCO.ohio.gov under the docketing information system section (Procedural filing requirements), by calling the Docketing Division at 614-466-4095 or by visiting the Docketing Division at the offices of the PUCO.
- (4) An Incumbent Local Exchange Carrier (ILEC) offering basic local exchange service (BLES) outside its traditional service area should choose CLEC designation when proposing to offer BLES outside its traditional service area or when proposing to make changes to that service.

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

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

Section I – Part I - Common Filings:

<u>Carrier Type:</u> ☐ Other (Explain below)	For Profit ILEC	Not for Profit ILEC	CLEC
Change towns & and itions of misting DLEC	□ ATA <u>1-6-14(J)(2)</u>	□ ATA <u>1-6-14(J)</u>	□ ATA <u>1-6-14(J)</u>
Change terms & conditions of existing BLES.	(Auto 30 days)	(Auto 30 days)	(Auto 30 days)
Introduce non-recurring charge, surcharge or	□ ATA <u>1-6-14(J)</u>		□ ATA <u>1-6-14(J)</u>
fee to BLES	(Auto 30 days)		(Auto 30 days)
T. 1 T. D.	□ ATA <u>1-6-14(J)</u>	☐ ATA <u>1-6-14(J)</u>	□ ATA <u>1-6-14(J)</u>
Introduce or Increase Late Payment	(Auto 30 days)	(Auto 30 days)	(Auto 30 days)
Descisions to DI FC Con-	□ ZTA <u>1-6-14(E)</u>		
Revisions to BLES Cap	(0 day notice)		
Introduce BLES or expand local service area	□ ZTA <u>1-6-14(E)</u>	□ ZTA <u>1-6-14(E)</u>	☐ ZTA <u>1-6-14(E)</u>
(calling area)	(0 day notice)	(0 day notice)	(0 day notice)
Cl. N. F.C. D.	□ TRF <u>1-6-14(E) & (G)</u>	☐ TRF <u>1-6-14(E)</u>	☐ TRF <u>1-6-14(H)</u>
Change BLES Rates	(0 day notice)	(0 day notice)	(0 day notice)
T. I. DIFC	☐ BLS <u>1-6-14(C)(1)(c)</u>		
To obtain BLES pricing flexibility	(Auto 30 days)		
Notice of no obligation to construct facilities	□ ZTA <u>1-6-27(C)</u>	☐ ZTA <u>1-6-27(C)</u>	
and provide BLES	(0 day notice)	(0 day notice)	
Change in houndary	□ ACB <u>1-6-32</u>	☐ ACB <u>1-6-32</u>	
Change in boundary	(Auto 14 days)	(Auto 14 days)	
F			☐ TRF <u>1-6-08(G)</u>
Expand service operation area			(0 day notice)
DI FC 141 1	□ WBL <u>4927.10</u>		□ ZTA <u>1-6-25(B)</u>
BLES withdrawal	(120 day notice)		(0 day notice)

^{*}Other exhibits may be required under the applicable rule, see the 4901:106-14(E) Filing Requirements on the PUCO's webpage for a complete list of exhibits.

Section I – Part II – Customer Notification Offerings Pursuant to Chapter 4901:1-6-07 OAC

Type of Notice	Direct Mail	Bill Insert	Bill Notation	Electronic Mail
☐ 15-day Notice				
☐ 30-day Notice				
Date Notice Sent:				

Section I – Part III – Inmate Operator Service Pursuant to Chapter 4901:1-6-22 OAC

Introduce New	Tariff Change	Price Change	Withdraw
□TRF	□ATA	□TRF	□unc
(0 day notice)	(Auto 30 days)	(0 day notice)	(Non-Auto)

Section II – Part I – Carrier Certification – Pursuant to Chapter 4901:1-6-08 & 10 OAC and Competitive Eligible Telecommunications Carrier Designation (CETC) – Pursuant to Chapter 4901:1-6-09 OAC

ILEC (Out of territory)	CLEC	Telecommunications Service Provider Not Offering Local Service	CESTC	CETC
☐ ACE <u>1-6-08</u>		□ ACE <u>1-6-08</u>	☐ ACE 1-6-10	☐ UNC 1-6-09
(Auto 30-day)*	(Auto 30-day)*	(Auto 30-day)*	(Auto 30-day)	(Non-Auto)*

^{*}Supplemental forms can be found on the PUCO webpage - Telecommunications application forms.

Section II - Part II - Change in Operation or Ownership

Change in Operation or Ownership	ILEC	CLEC	Telecommunications Service Provider Not Offering Local Service
Abandon all services		☐ ABN <u>1-6-26</u>	☐ ABN <u>1-6-26</u>
Abandon an services		(Auto 30 days)	(Auto 30 days)
Change of official name *	☐ ACN <u>1-6-29(B)</u>	☐ ACN <u>1-6-29(B)</u>	☐ <u>CIO 1-6-29(C)</u>
Change of official fiante	(Auto 30 days)	(Auto 30 days)	(0-day notice)
Change in ownership *	□ ACO <u>1-6-29(E)(1)</u>	☐ ACO <u>1-6-29(E)(1)</u>	☐ <u>CIO 1-6-29(C)</u>
Change in ownership	(Auto 30 days)	(Auto 30 days)	(0-day notice)
Merger *	☐ AMT <u>1-6-29(E)(1)</u>	☐ AMT <u>1-6-29(E)(1)</u>	☐ <u>CIO 1-6-29(C)</u>
Merger	(Auto 30 days)	(Auto 30 days)	(0-day notice)
Transfer certificate *	☐ ATC <u>1-6-29(B)</u>	☐ ATC <u>1-6-29(B)</u>	□ <u>CIO 1-6-29(C)</u>
Transfer Certificate	(Auto 30 days)	(Auto 30 days)	(0-day notice)
Transaction for transfer or lease of property, plant or business *	☐ ATR <u>1-6-29(B)</u> (Auto 30 days)	□ ATC <u>1-6-29(B)</u> (Auto 30 days)	☐ <u>CIO 1-6-29(C)</u> (0-day notice)
FCC Authorized Change in	☐ CIO <u>1-6-29 (E)(2)</u>	☐ CIO <u>1-6-29 (E)(2)</u>	□ CIO <u>1-6-29 (E)(2)</u>
Ownership or Merger	(0-day notice)	(0-day notice)	(0-day notice)

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

Section III – Part I - Carrier to Carrier (Pursuant to 4901:1-7) & Attachments to Utility Equipment or Rights of Way (Pursuant to 4901:1-3)

Carrier to Carrier	ILEC	CLEC
Interconnection agreement or amendment to	□ NAG <u>1-7-07</u>	□ NAG <u>1-7-07</u>
an approved agreement	(Auto 90 days)	(Auto 90 days)
Degreest for substruction	□ ARB <u>1-7-09</u>	□ ARB <u>1-7-09</u>
Request for arbitration	(Non-Auto)	(Non-Auto)
Tatandara and hance consider to consider to siffs	□ ATA <u>1-7-14</u>	□ ATA <u>1-7-14</u>
Introduce or change carrier to carrier tariffs	(Auto 30 days)	(Auto 30 days)
Request rural carrier exemption, rural carrier	☐ UNC <u>1-7-04 or 05</u>	
suspension or modification	(Auto 30 days)	
Changes in rates, terms & conditions to pole	□ ATA 1 2 04	
attachments, conduit occupancy and rights of	☐ ATA <u>1-3-04</u>	
way. (13-579-AU-ORD 11/30/16 Entry)	(Auto 60 days)	

*Signature and Title

Section III - Part II - Facilities-based Wireless Service Providers (Pursuant to 4901:1-6-24)

Registration and Change in Operations*	□ RCC <u>1-6-24(B)</u>
	(0 day notice)
Interconnection Agreement or amendment to an approved	□ NAG <u>1-7-07</u>
Agreement.	(0 day notice)
*Change in Operations filing must be filed in the original Roprocess.	CC case designation code established during the registration
Section IV. – Attestation	
Registrant hereby attests to it compliance with the perti	inent entries and orders issued by the Commission.
<u>AFFI</u>	<u>DAVIT</u>
Compliance with	Commission Rules
I am an officer/agent of the applicant corporation, Medina Fibe Brian Snider (Name)	er LLC, and am authorized to make this statement on its behalf.
Please check All that apply:	
- · · · · · · · · · · · · · · · · · · ·	
\Box I attest that customer notices accompanying this filing form accordance with Ohio Adm. Code 4901:1-6-7.	were sent to affected customers, as specified in Section II, in
I declare under penalty of perjury that the foregoing is true and	d correct.
8/24/2020 164 Lake Chelsea Dr Executed on at	. Chelsea, AL 35043
DocuSigned by:	8/24/2020

Date

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

VERIFICATION

and correct to the best of my knowledge.	8/24/2020	
Brian Suider CEO	8/24/2020	
*Signature and Title	Date	

File document electronically as directed in case number 06-900-AU-WVR

or

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

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

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

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

	he Matter of the Application of Medina become certified as a Competitive Local Exchange Carrie)))	Case No. 2	_ 1062	~TP - <u>ace</u> _
Na	me of Registrant(s) Medina Fiber LLC					_
DB	A(s) of Registrant(s) Medina Fiber					
Ad	dress of Registrant(s) 164 Lake Chelsea Drive	e, Chelsea, AL 35043				-
	tion for protective order included vition for waiver(s) filed affecting thi			waiver(s) to	olls any auton	natic timeframe]
Li	st of Required Exhibits					
Ta	riffs: (Include all that apply)					
	Interexchange Tariff	☐ Local Tariff			CESTC Tariff	:
		Carrier-to-C	Carrier (Access) T	ariff		
De	scription of Services	NOTE	E: All Facilities-Ba	sed carriers	must file an A	ccess Tariff
	Service provisioned via Resale	☐ Service pro	visioned via Facil	ities 🔳	Both Resold a	and Facilities-based
	Description of Proposed Services	•	bout the provision	· <u>· · · ·</u>	Description of geographic ar	
	Explanation of how the proposed services in the proposed market area are in the public interest.		of the class of cu ends to serve	stomers (e.g.	., residence, b	usiness) that the
Bu	siness Requirements					
	Evidence of Registration with:	Ohio Depar	tment of Taxatior	n 🔳	Ohio Secretar	ry of State ¹ & Good Standing
Do	cumentation attesting to the applic	ant's financial v	iability, includir	g the follow	<u>/ing:</u>	
An executive Summary describing the applicant's current financial condition, liquidity, and capital resources. Describe internally generated sources of cash and external funds available to support the applicant's operations that are the subject of this certification application.						
	Copy of financial statements (actual and pro forma income statement and a balance sheet). Indicate if financial statements are based on a certain geographical area(s) or information in other jurisdictions					
	Documentation to support the applicant's cash and funding sources.					
Documentation attesting to the applicant's managerial ability and corporate structure, including the following:						
	■ Documentation attesting to the applicant's technical and managerial expertise relative to the proposed service offering(s) and proposed service area					
	List of names, addresses, and phon	e numbers of off	icers and director	s, or partner	s.	
	Documentation indicating the applic	ant's corporate s	tructure and own	ership		
	Information regarding any similar op	erations in other	states.			
	If this company has been previously	y certified in the	State of Ohio, inc	lude that cert	tification numb	er
	Verification that the applicant will applicable.	follow federal c	ommunications o	commission	(FCC) accour	nting requirements, if

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

Documentation attesting to the applicant's	proposed interactions with othe	<u>r Carriers</u>
Explanation as to whether rates are derive	d through (check all applicable):	
interconnection agreement	retail tariffs	resale tariffs
Explanation as to which service areas com	npany currently has an approved in	terconnection or resale agreement.
A notarized affidavit accompanied by bona Telecommunications Act of 1996 and a p to end users.	fide letters requesting negotiation proposed timeline for construction,	pursuant to Sections 251 and 252 of the interconnection, and offering of services
Documentation attesting to the applicant's	proposed interactions with Cust	<u>omers</u>
A sample copy of the customer bill and dis	connection notice the applicant pla	ins to utilize.
☐ Provide a copy of any customer application	n form required in order to establish	n residential service, if applicable.
For CLECs, List of Ohio ILEC Exchanges (Use spreadsheet from: http://www.puc.sta		: id=357)
☐ If Mirroring the entire ILEC local service a local exchange areas, the CLEC shall spe		
	Affidavit	der
I am an authorized representative of the applicant of		
and I am authorized to make this statement on its to Form for Carrier Certification provided by the Com- submitted in connection with this case, is true and o	mission, and that all of the information	
8/24/2020 Executed on	164 Lake Che	lsea, Dr. Chelea, AL 35043
Brian Suider CE		
(Signature and Title)BD784ECFDFEB4FC	(Date)	

The Public Utilities Commission of Ohio TELECOMMUNICATIONS RETAIL SERVICE OFFERING FORM

For Non-BLES Carriers

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

Company Name Medina Fiber LLC				
Company Address 164 Lake Chelsea Drive, Chelsea, AL 35043				
Company Web Address medina.litcommunities.net				
Regulatory Contact Person Brian Snider Phone 334-714-1439 Fax				
Regulatory Contact Person's Email Address brian@litcommunities.net				
Contact Person for Annual Report Brian Snider Phone 334-714-1439 Fax_				
Consumer Contact Information Brian Snider Phone 334-714-1439 Fax				
TRF Docket No TP-TRF				
I. Company Type (Check all applicable):				
Non-BLES CLEC IXC Other (explain)				
II. Services offered (Check all applicable):				
□ Toll services (intrastate)				
Local Exchange Service (i.e., residential or business bundles)				
□ Other (explain)				
III. Tariffed Provisions/Services (To the extent offered, check all applicable and attach tariff pages):				
□ Toll Presubscription				
■ Intrastate Special and Switched Access Services to Carriers (facilities-based local carriers only)*				
N-1-1 Service				
Pole Attachment and Conduit Occupancy				
□ Pole Attachment and Conduit Occupancy □ Pay Telephone Access Lines				
☐ Inmate Operator Service				
□ Telephone Relay Service				
*Access service tariffs shall be maintained separately and are subject to the Commission's carrier-to-carrier				

rules found in Chapter 4901:1-7, Ohio Administrative Code.

Part IV. - Attestation

Carrier hereby attests to its comp	liance with pertinent entries and	orders issued by the Commission.
------------------------------------	-----------------------------------	----------------------------------

I am an officer/agent of the carrier/telephone company, Medina Fiber LLC , and am authorized to make statements on it behalf. (Name)
I understand that Telephone companies have certain responsibilities to its customers under the Telecommunications Rules (Ohio Adm. Code 4901:1-6). These responsibilities include: warm line service; not committing unfair or deceptive acts and practices; truth in billing requirements; and slamming and preferred carrier freeze requirements. We will comply with the rules of the state of Ohio and understand that non-compliance can result in various penalties, including the suspension of our certificate to operate within the state of Ohio.
I declare under penalty of perjury that the foregoing is true and correct. Brian Suider CEO
(Signature and Title) BD784ECFDFEB4FC 8/24/2020
(Date)



Medina Fiber CLEC Application

August 2020



Table of Contents

Table of Contents	!
Medina Fiber	2
Business Information	2
Exhibit A Description of Services	3
Exhibit A-1 Service Provisioned via Resale & Facilities	3
Exhibit A-2 Description of Proposed Services	4
Exhibit A-3 Statement about the Provision of CTS Services	5
Exhibit A-4 Description of General Geographic Area Served	6
Exhibit A-5 Explanation of How Proposed Services are in Public Interest	15
Exhibit A-6 Description of Class of Customers to Be Served	16
Exhibit A-7 Carrier to Carrier Tariff	97
Exhibit B Business Requirements	78
Exhibit B-1 Registration with Ohio Department of Taxation	78
Exhibit B-2 Certification of Ohio Secretary of State and Certificate of Good Standing	83
Exhibit C Financial Viability	88
Exhibit C-1 Executive Summary of Financial Condition, Liquidity, and Capital Resources	88
Exhibit C-2 Financial Statements	89
Exhibit C-3 Documentation to Support Cash and Funding Sources	90
Exhibit D Managerial Ability and Corporate Structure	91
Exhibit D-1 Technical and Managerial Expertise	91
Exhibit D-2 Officers and Directors	92
Exhibit D-3 Corporate Structure and Ownership	93
Exhibit D-4 Similar Operations in Other States	94
Exhibit D-5 Statement Regarding FCC Accounting Methods	95
Exhibit E Documentation Attesting to Proposed Interactions with Other Carriers	96
Exhibit E-1 Derivation of Rates	96
Exhibit E-2 Interconnection/Resale Agreements	97
Exhibit E-3 Interconnection Affidavit, Bona Fide Requests, Timeline	98
Exhibit F Proposed Interactions with Customers	100
Exhibit F-1 Sample Service Order	101
Exhibit F-2 Sample Customer Interactions for Service Signup	105
Fyhibit F-3 Sample Customer Rill	106



Medina Fiber

Business Information

Name of Registrant: Medina Fiber LLC DBA: Medina Fiber

Address: 164 Lake Chelsea Drive, Chelsea, AL 35043

Company Web Address: <u>medina.litcommunities.net</u>

Regulatory Contact Person: Brian Snider, CEO Regulatory Contact Person's Email Address: <u>brian@litcommunities.net</u>

Phone: 334 714 1439

Contact Person for Annual Report: Brian Snider

Consumer Contact Information: Brian Snider

Motion for Protective Order: Y
Motion for Waivers Filed Affecting Case: N



Exhibit A Description of Services

Exhibit A-1 Service Provisioned via Resale & Facilities

Medina Fiber LLC ("Medina Fiber" or the "Applicant") will provide switched and non-switched facilities-based interexchange and dedicated access telecommunications services. The Applicant will provide high bandwidth communication network and services to residents, businesses, governments, and telecommunications carrier customers in Medina County, OH. The Applicant will provide telecommunications through a combination of both facilities-based and resale.



Exhibit A-2 Description of Proposed Services

The Applicant has partnered with Medina County Fiber Network's middle mile to build last-mile telecommunications infrastructure in Medina County, OH and offer telecommunications services to residents, businesses, governments, and telecommunications carrier customers. The Applicant will own this last-mile infrastructure to provide telecommunications services to residents, businesses, governments, and telecommunications carrier customers. Additionally, the Applicant will partner with local carriers outside of the County and interconnect with them to carry traffic to the Applicant's customer insertion points throughout the County. The Applicant will provide certain voice services through resale.



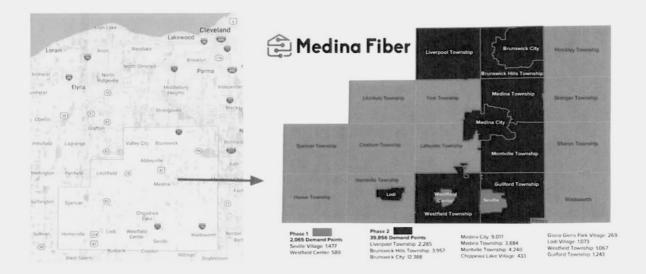
Exhibit A-3 Statement about the Provision of CTS Services

The Applicant will be providing competitive telecommunications services.



Exhibit A-4 Description of General Geographic Area Served

The Applicant seeks authority to provide telecommunications services to residential, business, governmental, and carrier customers in Medina County, OH as further depicted in the coverage map below. The Applicant intends to extend its service area outside of Medina County.



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

Company Name:	Medina Fiber LLC	Select All AT&T Ohio	i.
dba:	dba: Medina Fiber	Select All United Telephone dba CenturyLink	
Certificate Number:		Select All Frontier North	
		Select All Cincinnati Bell	
Designate Proposed	osed Market Area (PMA) by putting an "X" in appropriate boxes	an "X" in appropriate boxes	
ILEC	COUNTY	EXCHANGE	PMA
Frontier North	ADAMS	Manchester [ADA]	
Frontier North	ADAMS	Peebles	
Frontier North	ADAMS	Seaman	
Frontier North	ADAMS	West Union	
Frontier North	ALLEN	Spencerville	
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	

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

Frontier North	BROWN	Russeliville	
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	
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	

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

Frontier North	VARE	Delaware
Frontier North	DELAWARE	Kilbourne
Frontier North	DELAWARE	Ostrander
Frontier North	DELAWARE	Radnor
Frontier North	DELAWARE	Rathbone
Frontier North	ERIE	Berlin Heights
Frontier North		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
Frontier North	FAIRFIELD	Pleasantville
Frontier North		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		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

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

Crontion Moth	O WICH	Borlin	
	INCLINES.		
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		Adena	
Frontier North		Amsterdam	
Frontier North		Bergholz	
Frontier North		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	The best of the section of the secti	
Frontier North	MEDINA	Brunswick	\

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

14	× 141CLL		
	MEDINA		~
Frontier North	MEDINA	Homerville	X
Frontier North	MEDINA	Lodi	X
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		×
Frontier North	MEDINA	Westfield Center	×
Frontier North	MEIGS	Letart Falls	
Frontier North	MEIGS	Pomeroy	
Frontier North	MEIGS	Portland	
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	Philipsburg	
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	

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

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
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	Bioomville
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

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

Frontier North Frontier North Frontier North Frontier North	IKAWAS	Sugarcreek
		Plain City
		Richwood
		Convoy
Frontier North		Ohio City
Frontier North		Scott
Frontier North	VAN WERT	Willshire-Wren
Frontier North VII		McArthur
Frontier North		Wilkesville
Frontier North W.	WASHINGTON	Barlow
Frontier North W.		Beverly
Frontier North		Lowell
Frontier North		Lower Salem
Frontier North W.	STON	Watertown
Frontier North		Burbank
Frontier North	WAYNE	Congress
Frontier North		Creston
Frontier North		West Salem
Frontier North	S	Bryan
Frontier North		Edgerton
Frontier North		Edon
Frontier North	WILLIAMS	Evansport
Frontier North	WILLIAMS	Montpelier
Frontier North	AMS	Pioneer
Frontier North	MS	West Unity
Frontier North		Bowling Green
Frontier North	WOOD	Grand Rapids
Frontier North	ООО	Haskins-Tontogany
Frontier North	WOOD	North Baltimore
Frontier North	WOOD	Pemberville
Frontier North		Wayne-Bradner
Frontier North		Weston
Frontier North		Carey
Frontier North	WYANDOT	Harpster
Frontier North	WYANDOT	Nevada
Frontier North	YANDOT	Wharton

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

Hinckley	
MEDINA	
Windstream Western Reserve	



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

The telephone services proposed by the Applicant are in the public interest because they enhance and promote competition within the telecommunications industry in Medina County, OH.

Residents, businesses, and governments in Medina County currently have limited access to fast, reliable telecommunications services. The last-mile network the Applicant is building and will own is expected to greatly enhance connectivity for customers in Medina County who currently only have access to limited traditional telecommunications services including cable, copper, DSL, satellite, and fixed wireless options or lack connection all together.



Exhibit A-6 Description of Class of Customers to Be Served

The Applicant intends to serve residential and business customers as well as government, schools, public safety, and charitable institutions. The Applicant intends to serve residential, business, governmental, and carrier customers as follows and at the same rates as the local ILEC-provided services:

- Residential: Service offered to customers
- **Business & Government:** Bandwidth and circuits including transport are available to businesses and governments.
- Carrier Services: Bandwidth and circuits including transport services are available to carriers.



Exhibit A-7 Carrier to Carrier Tariff

MEDINA FIBER, 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 Medina Fiber, 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.

- · · · · · · · · · · · · · · · · · · ·	
ssued: Effective:	

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 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

Issued:	Effective:

TABLE OF	CONTENTS	

CHECK SHEET		Page 2
TABLE OF CONT	ENTS	3
CONCURRING C	ARRIERS, CONNECTING AND OTHER PARTICIPATING CARRIERS	4
EXPLANATION (OF SYMBOLS	5
APPLICATION O	F TARIFF	6
TARIFF FORMAT	Γ	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

	7000
Issued:	Effective:

CONCURRING CARRIERS

No Concurring Carriers

CONNECTING CARRIERS

No Connecting Carriers

OTHER PARTICIPATING CARRIERS

No Other Participating Carriers

Issued:		Effe	ctive:	_

EXPLANATION OF SYMBOLS

(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.

rate, rule or condition.

(N) To signify new material including listing, rate, rule or condition.

The following symbols are used for the purposes indicated below:

(R) To signify a reduction.

To signify reissued material.

(S)

(T) To signify change in wording of text but not change in rate, rule, or condition.

Issued:		Ľ	ffective:

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.

	 		_
Issued:		Effective:	

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).1.
2.1.1.A.1.(a).1.(i).
2.1.1.A.1.(a).1.(i).

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.

Issued:	Effective:

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.

		_
ssued:	Effective:	

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 — Medina Fiber, 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.

Issued:	Effective:

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 (DSI) - 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. DSI Service has the equivalent capacity of 24 Voice Grade or DSO 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.

Issued:	Effective:

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.

	· · · · · · · · · · · · · · · · · · ·	
Issued:		Effective:

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.

ssued:	 Effective:

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

0C-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.

ssued:	Effective:

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.

Issued:		Effective:	

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.

·	
Issued:	Effective:

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.

Issued:	Effective:

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.

	 · · · · · · · · · · · · · · · · · · ·
Issued:	 Effective:

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.

Issued:	_		Effective:	

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.

		· · · · · · · · · · · · · · · · · · ·
Issued:		Effective:
155464.	_	25110007.01

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.

Issued:		Effective:	

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.

Issued:	Effective:

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.

Issued:		Effective:

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.

			 	
Issued:			Effective:	

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.

Issued: Effective:	

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

Issued:	Effective:	

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.

Issued: Effective:	

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.

Issued:		Effective:	

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.

,	 	 	
Issued:		Effective:	

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.

		
Issued:		Effective:

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.

Issued:	Effective
issucu.	Encetive.

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.

Issued:	T:4	fective:

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.

Issued: Effective:	

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.

Issu	ed:	_	Effective:

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).

- 1	Effection.	
Issued:	Enective:	

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.

ssued:	Effective:

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 CenturyLink Operating Companies (CenturyLink) applicable access service tariff F.C.C. No. 9.

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.

		
Issued:		Effective:

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-Vo1P-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% PVU-A + (PVU-B x (1- PVU-A)) = PVU%. Medina Fiber, LLC will bill 14.5% of the Customer's applicable intrastate access MOU in accordance with CenturyLink's access service tariff.
 - Example 2: The PVU-B is 0% and the PVU-A is 10%. The effective PVU factor is 10% PVU-A + (PVU-B x (1- PVU-A)) = PVU%. Medina Fiber, LLC will bill 10% of the Customer's applicable intrastate access MOU in accordance with CenturyLink's access service tariff.
 - Example 3: The PVU-A is 100%. No matter what the PVU-B factor is, the effective PVU is 100%. Medina Fiber, LLC will bill 100% of the Customer's applicable intrastate access MOU in accordance with CenturyLink's access service tariff.

Issued:		Effective:	

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.

Issued:	-	Effective:	

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.

Issued:		E	ffective:	•

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

- 2.18 Identification and Rating of Toll VolP-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.
 - 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.

Issued:	Effective:

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.

	 	· · · · · · · · · · · · · · · · · · ·
Issued:		Effective:

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.

Issued:	Effective:

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

Issued:	Effective:

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 internal, 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:

- the Customer requests a Service Date before or beyond the applicable Standard Interval Service Date; or
- 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
- 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.

Issued:		Effectiv	re:

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.

		 	 	
Issued:			Effective: _	

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.

Issued: _				Effective	:	

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.

	- ····································	
Issued:		Effective:

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 CenturyLink'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.

ssued:	Effective:

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 Ouery 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.

Issued:	Effective:

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 (I) whether the service is to be directly routed to an end office switch or through an access tandem switch, and (2) the directionality of the service.

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.

Issued:	Effective:

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.

Issued:			Effective:	

SECTION 4 - RATES AND CHARGES

4.1 Switched Access Service

4.1.1 Service Implementation

A. Installation Charge (Per Trunk)

Entrance Facility

	Installation 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 Occurrence	Nonrecurring 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

Issued:			 Effective:	

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

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

Issued:	Effective:
Issued:	Effective;

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 CenturyLink Operating Companies FCC No. 9 (https://apps.fcc.gov/etfs/public/view_177953_pdf.action;jsessionid=fJXQh2FXdpxQ0sbhwQ4T5nQJg3YhTJKr4Nglfbv56pRhG1CJXy01!-1803095312!-1226114376?id=177953).

		·	
Issued:	_		Effective:

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.

	Originating	Terminating
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 CenturyLink Operating Companies FCC No. 9 (https://apps.fcc.gov/etfs/public/view_177953_pdf.action;jsessionid=fJXQh2FXdpxQ0sbhwQ4T5nQJg3YhTJK r4Nglfbv56pRhG1CJXy01!-1803095312!-1226114376?id=177953).

Issued:	Effective:

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.

Issued:	Effective:

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

- 4.1 Switched Access Service, (Cont'd.)
 - 4.1.9 Other Switched Access Charges

Rate Element

Access Rate

- A. BNA (Billing Name & Address) \$0.20 per 10digit ANI requested
- 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

Issued: Effective:

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

	
Issued:	Effective:

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.

Issued:	Effective:



Exhibit B Business Requirements

Exhibit B-1 Registration with Ohio Department of Taxation

The Applicant has given notice to the Ohio Department of Taxation that pursuant to the Ohio Administrative Code section 4901:1-6-08(E)(9) it intends to provide telecommunications services and engage in business in the State of Ohio as a competitive local exchange carrier ("CLEC"). The Applicant has registered Medina Fiber LLC (EIN ending in 8773) in the Ohio Department of Taxation Business Gateway. Additionally, the Applicant intends to register for and comply with all other Ohio state taxation requirements as they become applicable.





Lindsey Brannon <iindsey@litcommunities.net>

Fri, Jun 5, 2020 at 9:06 AM

RE: Registration with Ohio Department of Taxation for Medina Fiber

Lindsey Brannon < lindsey@litcommunities.net> To: jeff.mcclain@tax.state.oh.us

Cc: Brian Snider <bri>Snider <bri>Snider
Snider <

Commissioner McClain,

This is a notice pursuant to the Ohio Administrative Code section 4901:1-6-08(E)(9) that Medina Fiber LLC intends to provide services and engage in business in the State of Ohio as a competitive local exchange carrier ("CLEC"). We have registered Medina Fiber LLC (EIN ending in 8773) in the Ohio Department of Taxation Business Gateway. Additionally, we intend to register for and comply with all other Ohio state taxation requirements as they become applicable.

See attached for signed letter from our CEO Brian Snider (copied).

Thank you!

Lindsey Brannon

Chief of Staff & VP of Finance

Lit Communities

561-719-2084

lindsey@LitCommunities.net

www.litcommunities.net





Medina Fiber Letter to OH Dept Taxation- 6.5.2020.pdf 94K





June 5, 2020

Commissioner Jeff McClain Ohio Department of Taxation 30 East Broad Street, 22nd Floor Columbus, OH 43215 jeff.mcclain@tax.state.oh.us

RE: Registration with Ohio Department of Taxation for Medina Fiber

This is a notice pursuant to the Ohio Administrative Code section 4901:1-6-08(E)(9) that Medina Fiber LLC intends to provide services and engage in business in the State of Ohio as a competitive local exchange carrier ("CLEC"). We have registered Medina Fiber LLC (EIN ending in 8773) in the Ohio Department of Taxation Business Gateway. Additionally, we intend to register for and comply with all other Ohio state taxation requirements as they become applicable.

Sincerely,

Brian Snider

Brian Snider CEO, Lit Communities / Medina Fiber brian@litcommunities.net (334) 714-1439 164 Lake Chelsea Drive Chelsea, AL 35043







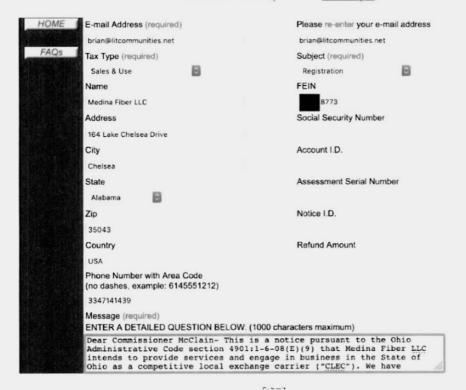


Taxation

E-Mail Us Your Tax Questions

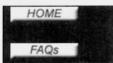
We care about the quality of our service Courteous Accurate Responsive Equitable

The Ohio Department of Taxation will not be issuing stimulus checks to taxpayers. If you have questions about receiving a stimulus check from the IRS, please visit www.irs.gov for details.





We care about the quality of our service Courteous Accurate Responsive Equitable



Thank you for submitting your inquiry to the Ohio Department of Taxation.

Your inquiry has been successfully sent.

Privacy Policy



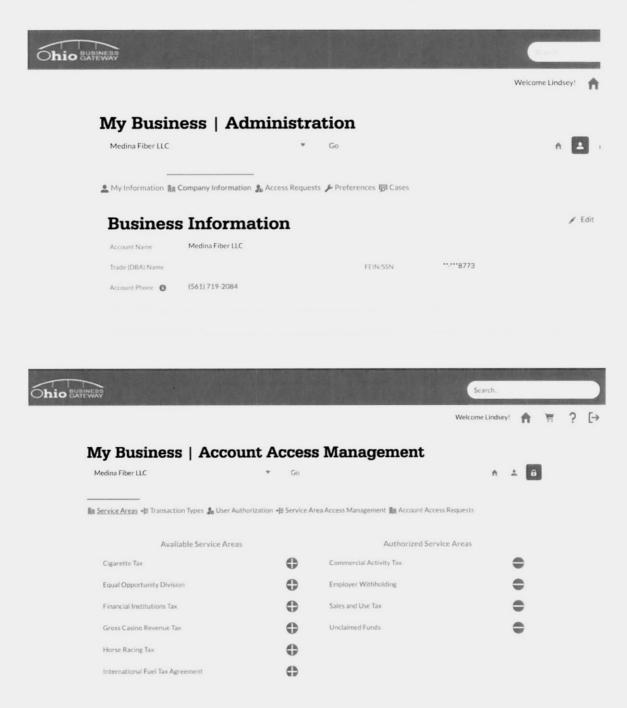




Exhibit B-2 Certification of Ohio Secretary of State and Certificate of Good Standing

The Applicant is registered with the Ohio Secretary of State. The Ohio Secretary of State and Certificate of Standing are included on the pages that follow.



DOC ID ----> 201929002948



DATE 10/17/2019 201929002948

REGISTRATION OF FOREIGN FOR PROFIT LLC

99 00

100 00

COPY

0.00 0.00

Receipt

This is not a bill. Please do not remit payment

GARRY EVENS 1819 5TH AVE N, STE 1000 BIRMINGHAM, AL 35203

STATE OF OHIO CERTIFICATE

Ohio Secretary of State, Frank LaRose 4392553

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

MEDINA FIBER, LLC

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

Document(s)

Document No(s):

REGISTRATION OF FOREIGN FOR PROFIT LLC

Effective Date: 10/17/2019

201929002948



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 17th day of October, A.D. 2019.

Fred flow **Ohio Secretary of State**



DOC ID ----> 201929002948

Form 533B Prescribed by:

Frank LaRose

Ohio Secretary of State

Date Electronically Filed: 10/17/2019

Toll Free: 877.767.3453 | Central Ohio: 614.466.3910

OhioSoS.gov | business@OhioSoS.gov

File online or for more information: OhioBusinessCentral.gov

Registration of a Foreign Limited Liability Company

Filing Fee: \$99 Form Must Be Typed

CHECK ONLY ONE (1) BOX

(1) Registration of Liability Com (106-LFA) ORC 1705		n For-Profit Limited		(2) Registration Limited Lial (106-LFA) ORC 1705		
Jurisdiction of Formation	DE	USA		Jurisdiction of Formation		
	State	Country			State	Country
Date of Formation	5/2/2019			Date of Formation		
Name of Limited Liabilit MEDINA FIBER, LLC Name under which the jurisdiction of formation Name must include one of the address to which in agreement, bylaws, or of the address to which in agreement, bylaws, or of the address to which in agreement, bylaws, or of the address to which in agreement, bylaws, or of the address to which in agreement, bylaws, or of the address to which in agreement, bylaws, or of the address to which in agreement, bylaws, or of the address to which in agreement.	foreign lim) is: If the followin	ited liability company do	esires to trai	ompany," "limited." "LLC." "L	L.C.* "Itd.,"	or "kd"
BRIAN SNIDER						
Name						.]
164 LAKE CHELSEA	A DR.					
Mailing Address						
CHELSEA			AL	USA		35043
City			State	Country		ZIP Code

Form 533B Page 1 of 2 Last Revised: 06/2019



DOC ID ----> 201929002948

CAPITOL CORPO	PRATE SERVICES, INC.		
Name of Agent			
4568 MAYFIELD	RD, STE 204		
Mailing Address			
CLEVELAND		ОН	44121
City		State	ZiP Code

Required	BRIAN SNIDER	
Must be signed by an authorized representative.	Signature	
If authorized representative is an individual, then they must sign in the "signature"	By (if applicable)	
box and print their name in the "Print Name" box.	Print Name	
If authorized representative is a business entity, not an		
individual, then please print the business name in the	Signature	
"signature" box, an authorized representative of the business entity	By (if applicable)	
must sign in the "By" box and print their name in the "Print Name" box.	Print Name	
	Signature	
	By (if applicable)	
	P <i>r</i> int Name	
Form 533B	Page 2 of 2	Last Revised: 06/2019



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 MEDINA FIBER, LLC, a Delaware For Profit Limited Liability Company, Registration Number 4392553, filed on October 17, 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 24th day of August, A.D. 2020.

Ohio Secretary of State

Fred John

Validation Number: 202023703556



Exhibit C Financial Viability

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

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



Exhibit C-2 Financial Statements

The Applicant considers its financial statements 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 Admin. Code 4901-1-24(D).



Exhibit D Managerial Ability and Corporate Structure

Exhibit D-1 Technical and Managerial Expertise

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



Exhibit D-2 Officers and Directors

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



Exhibit D-3 Corporate Structure and Ownership

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



Exhibit D-4 Similar Operations in Other States

The Applicant currently plans on limiting their services to Medina County, OH. The Applicant's affiliate Lit Communities builds last-mile networks and provides telecommunications services to residents, businesses, governments, school districts, and carriers in other states nationally.



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 both interconnection agreements and resale tariffs.



Exhibit E-2 Interconnection/Resale Agreements

The Applicant is in the process of negotiating an interconnection agreement with CenturyLink, and is also working with First Communications on interconnection agreement and other issues.



Exhibit E-3 Interconnection Affidavit, Bona Fide Requests, Timeline

The Applicant's emails requesting to interconnect are attached.



June 5, 2020

VIA EMAIL:

CenturyLink
Joshua Magyarics, Account Director
6155 Rockside Road
Suite 308
Independence, OH 44131
Joshua.Magyarics@centurylink.com

RE: Medina Fiber Interconnection

Medina Fiber is in the process of seeking certification as a CLEC in Ohio and wishes pursuant to Section 252(i) of the Communications Act, as amended to adopt an Interconnection agreement with CenturyLink.

Can you please have someone on your team work with Medina Fiber to complete the interconnection agreement?

Thank you for your attention to this request and looking forward to working with you.

Sincerely,

Brian Suider

Brian Snider CEO, Lit Comm

CEO, Lit Communities / Medina Fiber

brian@litcommunities.net

(334) 714-1439

164 Lake Chelsea Drive

Chelsea, AL 35043



June 5, 2020

VIA EMAIL:

First Communications 3340 West Market Street Akron, Ohio 44333

Mark Sollenberger, President & CEO msollenberger@firstcomm.com

Jamie Rowlands, VP Customer Engagement

JRowlands@firstcomm.com

RE: Medina Fiber Interconnection

Mark and Jamie,

Medina Fiber is in the process of seeking certification as a CLEC in Ohio and wishes pursuant to Section 252(i) of the Communications Act, as amended to adopt an Interconnection agreement with First Communications.

Can you please have someone on your team work with Medina Fiber to complete the interconnection agreement?

Thank you for your attention to this request and looking forward to working with you.

Sincerely,

Brian Snider

Brian Snider

CEO, Lit Communities / Medina Fiber

brian@litcommunities.net

(334) 714-1439

164 Lake Chelsea Drive

Chelsea, AL 35043

Exhibit F Proposed Interactions with Customers

The Applicant will provide high bandwidth communication network and services to residents, businesses, governments, and other telecommunications carrier customers in Medina County, OH.



Exhibit F-1 Sample Service Order

Example from Medina Fiber Sign-Up and Survey Demand Aggregation website: https://medina.litcommunities.net/



MEDINA FIBER, LLC TERMS AND CONDITIONS

These Terms and Conditions (these "Terms") are the only terms that govern the construction and installation (collectively, the "Installation") by Medina Fiber, LLC and its agents, contractors, representatives, and assigns (collectively, "Medina Fiber") of a fiber-optic network (the "Network") on your property and residence. By agreeing to the Terms, you represent that you are at least eighteen years old and capable of entering into a legally binding agreement on behalf of yourself and others on the Premises (as defined below). By agreeing to the Installation, you agree to these Terms. Note that these Terms require the use of binding arbitration to resolve disputes rather than jury trials or class actions.

Installation

You agree to provide Medina Fiber with all necessary access to your property and the residence located at the address specified in your application to have the Network installed (such application, the "Application," and your property and residence identified therein, collectively, the "Premises") so that the equipment necessary for you to receive access to the Network may be installed and configured. You agree that Medina Fiber may install equipment on the exterior and interior of the Premises (including but not limited to laying underground conduit and/or affixing equipment to the outside of the Premises) at any reasonable location. You agree that Medina Fiber may take photographs of the equipment installed by or on behalf of Medina Fiber on the exterior or interior of the Premises for quality control purposes. You also agree that Medina Fiber may, as may be reasonably necessary for the Installation (i) use existing facilities, including existing wiring in and around the Premises, and (ii) remove or clear overhead and/or underground appurtenances, brush, trees, structures, or other improvements in and around the Premises. During the Installation, you will provide Medina Fiber with a right of ingress and egress to the Premises, and you agree not to damage, remove, disconnect, or in any way interfere with the Installation, Network, or equipment used to facilitate the same.

You also agree that you have the necessary authority and permissions to approve the rights afforded Medina Fiber in these Terms.



If you rent or otherwise do not own the Premises, you represent and warrant that you are authorized by the property owner to order the Installation, and you acknowledge that you may be asked to provide written evidence that you have received all permissions necessary for Medina Fiber to perform the Installation. If Medina Fiber incurs any costs or losses, including attorneys' fees, because you did not get the necessary authorization(s) for Medina Fiber to perform the Installation, you are responsible for reimbursing Medina Fiber for those costs or losses.

Acceptance of these Terms does not guarantee that Medina Fiber will complete the Installation. Medina Fiber may require a separate agreement before you can access or use the Network.

Fees

Sometimes we may need to charge a fee in connection with the Installation (an "Installation Fee"). You will be notified of an Installation Fee prior to completing your Application. If, prior to the payment in full of any such Installation Fee, you cancel or make certain changes to your Installation, or the Installation is otherwise terminated due to failure to comply with these Terms, you agree to pay the outstanding balance of the Installation Fee as of the date of such change, cancellation or termination.

Equipment

Medina Fiber may provide or rent various pieces of equipment to you in connection with the Installation of or your use of the Network. In some cases, to use the provided equipment, you will need to review and agree to separate terms and conditions governing use of the equipment. If you lose or damage this equipment after installation, Medina Fiber may charge you a fee for replacement equipment.

Unless explicitly stated otherwise in these Terms, Medina Fiber owns all equipment provided by Medina Fiber in connection with the Installation and the Network. You also agree not to use the Medina Fiber-owned equipment for any purpose other than using the Network.

Changing or Terminating Installation

You may change or cancel the Installation at any time, but you may be required to pay for certain Installation Fees that may have been waived when you signed up for the Installation and the Network. You may also be required to return some or all of the equipment. If you do not return this equipment, you may be required to pay a replacement fee.

Medina Fiber reserves the right to terminate the Installation at any time, in its sole discretion, without notice.

Our Warranties and Disclaimers

The Installation will be performed using a commercially reasonable level of skill and care.

OTHER THAN AS SET FORTH ABOVE, MEDINA FIBER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE INSTALLATION OR THE NETWORK, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (C) WARRANTY OF TITLE; OR (D) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER



EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

Liability

IN NO EVENT SHALL MEDINA FIBER BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, PROFIT OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT MEDINA FIBER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

IN NO EVENT SHALL MEDINA FIBER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE INSTALLATION OR THE NETWORK, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO MEDINA FIBER PURSUANT TO THE INSTALLATION.

Disputes

Any controversy or claim arising out of or relating to the Installation or the Network shall be determined by final and binding arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules and Mediation Procedures ("Commercial Rules"). Any arbitration pursuant to these Terms will take place on an individual basis; class arbitrations and class actions are prohibited. The award rendered by the arbitrator shall be final, non-reviewable, non-appealable, and binding on the parties hereto and may be entered and enforced in any court having jurisdiction. There shall be one arbitrator agreed to by the parties within 20 days of receipt of the request for arbitration appointed by the AAA in accordance with its Commercial Rules. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT BY AGREEING TO THESE TERMS, MEDINA FIBER AND YOU ARE (I) EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION, AND (II) EACH ACKNOWLEDGING THAT, SUBJECT TO THE RIGHT TO BRING AN INDIVIDUAL ACTION IN SMALL CLAIMS COURT, ARBITRATION IS THE EXCLUSIVE REMEDY FOR ALL DISPUTES ARISING OUT OF OR RELATED TO THE INSTALLATION OR THE NETWORK. As the exclusive alternative to arbitration, Medina Fiber or you may initiate an individual action in small claims court.

If more than one arbitration is commenced with respect to the Installation or the Network and any party hereto contends that two or more arbitrations are substantially related and that the issues should be heard in one proceeding, the arbitrator selected in the first-filed proceeding shall determine whether, in the interests of justice and efficiency, the proceedings should be consolidated before that arbitrator.

The seat or place of arbitration shall be Birmingham, Alabama. Except as may be required by law, neither a party nor the arbitrator may disclose the existence, content or results of any arbitration without the prior written consent of both parties hereto, unless to protect or pursue a legal right. The arbitrator will have no authority to award punitive damages or consequential damages. In any arbitration proceeding between the parties hereto, the prevailing party will be entitled to recover its reasonable attorney's fees and costs incurred in connection with such arbitration from the other party.



Changes To These Terms

Medina Fiber may modify these Terms unilaterally and in its sole discretion, without notice to you. Your continued engagement of Medina Fiber for the Installation after your being given notice of the change by Medina Fiber shall be considered your acknowledgement and acceptance of the changes, and the most-recent version of these Terms controls the relationship between you and Medina Fiber with respect to the Installation. The current version of these Terms may be found at https://mylit.camvio.cloud/mylit-tc.html. You may not modify these Terms by making any typed, handwritten, or any other changes to it for any purpose. This is a binding legal document. Notwithstanding the foregoing, Medina Fiber agrees that if Medina Fiber makes any future change to the arbitration provisions of these Terms during the Installation, you may reject any such change by sending Medina Fiber written notice within 30 days of the change to the following address:

Attn: Medina Fiber 164 Lake Chelsea Dr Chelsea, AL 35043

By rejecting any future change, you agree to arbitrate any dispute in accordance with the arbitration provisions of these Terms.



Exhibit F-2 Sample Customer Interactions for Service Signup

Email Notification Messages From email: info@medinafiber.net

Prospect:

Thank you for your interest in Medina Fiber. You are not in the current service area, however we will notify you when we are planning to come to your neighborhood.

Sincerely, Medina Fiber

Survey:

Thank you for submitting your survey with Medina Fiber. We will contact you with further updates as we make our way to your neighborhood. Spread the word, let's build a faster internet for your community!

Sincerely, Medina Fiber

Sign up:

Thank you for signing up for Medina Fiber service! We will contact you with further updates as to when you can expect to enjoy faster internet. Spread the word, let's build a better internet for Medina County!

Sincerely, Medina Fiber



Exhibit F-3 Sample Customer Bill





INVOICE DATE	INVOICE NUMBER	ACCOUNT NUMBER	DUE DATE	AMOUNT DUE
2019-05-22	358	358	2019-06-01	\$449.15

DO NOT SEND CASH

149 S. BARRINGTON AVE. #707 LOS ANGELES, CA 90049 PHONE: 866-555-6666

For address change complete form on back

Acting Inc John Wayne 1314 Benton Street Winterset, AK 50273

PAYMENT METHOD: T CHECK ENCLOSED

(please make check payable to Syringa)

CREDIT/DEBIT CARD

(please complete the form on the back)

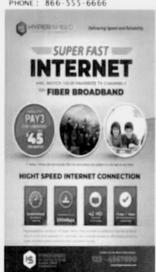


PLEASE DETACH THIS PORTION AND RETURN WITH YOUR PAYMENT



INVOICE DATE	INVOICE NUMBER	ACCOUNT NUMBER	DUE DATE	AMOUNT DUE
2019-05-22	35.8	358	2019-06-01	\$449.15

149 S. BARRINGTON AVE, #707 LOS ANGELES, CA 90049 PHONE: 866-555-6666



ACCOUNT SUMMARY

FORWA	æ.																								-						30	
																										٠,			. 5	3	39	. 1
CHARGI																													5	1	10	. 00
						,				ä																					\$0	. 00
ARGES																															\$0	. 0
																															\$0	. 00
S		H. H.					, ,																								\$0	. 00
SURCE	(AR	GE!	S																													
	ARGES	ARGES	SURCHARGE	SURCHARGES	SURCHARGES	ARGES	SURCHARGES	ARGESssssssss	ARGESs	ARGES	ARGESs	SURCHARGES	ARGESSSURCHARGES	ARGES	ARGES	ARGES	ARGES	ARGES	ARGESsssssssss	ARGES	ARGES	ARGES	ARGES	ARGES	ARGESssssssss	ARGES	ARGES	ARGES	ARGES	ARGES	ARGES	

TOTAL NEW CHARGES \$110.00 (NEW BALANCE \$449.15)

TOTAL AMOUNT DUE BY 2019-06-01 \$449.15

1



The resource of this report item is not reachable.

P.O. BOX 1117 POCATELLO, IDAHO 83204-1117 PHONE: 866-541-7464

Г V/SA Г Магес	L Dec. AIX
CARD #:	
BANK NAME:	_EXPIRY DATE:
PRINT NAME:	
BILLING ADDRESS:	
SIGNATURE:	
Provide your new address bel	OH:

For questions or assistance please contact us by dialing your phone prefix plus 2273 (CARE). Pocatello area 223-2273 or 479-2273, Idaho Falls area 200-2273 or 541-2273. Magic valley 212-2273, 808-2273 or 751-2273.