
INTRASTATE ACCESS SERVICES

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES

APPLYING TO INTRASTATE ACCESS SERVICES

WITHIN THE STATE OF OHIO

PROVIDED BY

BANDWIDTH.COM CLEC, LLC

PRINCIPLE OFFICE

Bandwidth's principle office in its serving territory is located at 900 Main Campus Drive, Suite 500, Raleigh, NC 27606. This Tariff is available for public inspection at the above address during regular business hours.

(T)
(T)

Issued: August 7, 2014

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Lisa Jill Freeman, Vice President & Regulatory Compliance Officer
900 Main Campus Drive, Suite 500
Raleigh, NC 27606

Case No. 14-1368-TP-ATA

INTRASTATE ACCESS SERVICES

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CHECKSHEET

PAGE	REVISION		PAGE	REVISION		PAGE	REVISION
1	1 st Revised	*	27	Original		53	Original
2	1 st Revised		28	Original		54	Original
3	1 st Revised		29	1 st Revised		55	1 st Revised
4	3 rd Revised	*	30	Original		56	Original
5	Original		31	2 nd Revised		57	Original
6	Original		32	1 st Revised		58	Original
7	Original		33	Original		59	Original
8	1 st Revised		34	Original		60	1 st Revised
9	2 nd Revised		35	Original		61	Original
10	1 st Revised		36	1 st Revised		62	Original
11	2 nd Revised		36.1	1 st Revised	*	63	Original
12	Original		36.2	1 st Revised	*	64	Original
13	1 st Revised		36.3	Original		65	Original
14	Original		36.4	Original		66	Original
15	Original		36.5	Original		67	Original
16	Original		37	1 st Revised		68	Original
17	Original		38	1 st Revised		69	Original
18	Original		39	1 st Revised		70	Original
19	Original		40	1 st Revised		71	Original
20	1 st Revised		41	1 st Revised		72	Original
21	Original		42	1 st Revised		73	Original
22	Original		43	1 st Revised		74	1 st Revised
23	Original		44	1 st Revised		75	1 st Revised
24	Original		45	1 st Revised		76	1 st Revised
25	Original		46	1 st Revised		77	1 st Revised
26	Original		47	1 st Revised		78	Original
26.1	Original		48	1 st Revised		79	Original
26.2	Original		49	1 st Revised		80	Original
26.3	Original		50	1 st Revised			
26.4	Original		51	1 st Revised			
			52	1 st Revised			

* - indicates those pages included with this filing

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CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

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David Morken, President
Bandwidth.com CLEC, LLC
4001 Weston Parkway, Suite 100
Cary, North Carolina 27513

EXPLANATION OF SYMBOLS

- (C) Indicates Changed Regulation
- (D) Indicates Discontinued Rate or Regulation
- (I) Indicates Rate Increase
- (M) Indicates Move in Location of Text
- (N) Indicates New Rate or Regulation
- (R) Indicates Rate Reduction
- (T) Indicates Change of Text Only

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TARIFF FORMAT

- A. **Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between Page 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.
- C. **Paragraph Numbering Sequence** - There are various levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 1
 - 1.1
 - 1.1.1
 - 1.1.1.1
- D. **Check Sheets** - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. An asterisk designates all revisions made in a given filing (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages.) The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.

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INTRASTATE ACCESS SERVICES

SECTION 1 - DEFINITIONS

ACCESS CODE - Denotes a uniform code assigned by the Company to an individual Customer. The code has the form 10XXX, 10XXXXX, 950-0XXX, or 950-1XXX.

ACCESS MINUTES - Denotes that usage of exchange facilities in intrastate service for the purpose of calculating chargeable usage.

ACCESS TANDEM - A switching system that provides a traffic concentration and distribution function for originating or terminating traffic between end offices and a Customer's premises.

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.

CALL - A Customer or End User attempt for which the complete address code (e.g., 0-, 911, or 10 digits) is provided to the Serving Wire Center, End Office or Access Tandem Switch. (T)

CARRIER OR COMMON CARRIER - Any individual, partnership, association, corporation or other entity engaged in intrastate communication for hire by wire or radio between two or more exchanges. (T)

CENTRAL OFFICE - A local Company switching system where exchange service customer station loops are terminated for purposes of interconnection to each other and to trunks.

CHANNEL - A communications path between two or more points of termination.

COMMUNICATIONS SYSTEM - Denotes channels and other facilities, which are capable of communications between terminal equipment provided by other than the Company.

COMMISSION or PUCO - Public Utilities Commission of Ohio.

COMPANY - Bandwidth.com CLEC, LLC

INTRASTATE ACCESS SERVICES

SECTION 1 – DEFINITIONS, (CONT'D.)

CUSTOMER - The person, firm, corporation or other entity that orders Service and is responsible for the payment of charges and for compliance with the Company's tariff regulations. The Customer could be an End User, interexchange carrier, a wireless provider, other telecommunications carriers or providers originating or terminating VoIP-PSTN Access Traffic or any other carrier authorized to operate.

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CUSTOMER DESIGNATED PREMISES - The premises specified by the Customer for termination of Access Services.

DUAL TONE MULTIFREQUENCY (DTMF) - Tone signaling, also known as touch tone signaling.

END OFFICE SWITCH - A Company switching system where exchange service customer station loops are terminated for purposes of interconnection to each other and to trunks.

END USER - Any individual, association, corporation, governmental agency or any other entity subscribing to intrastate service provided by an Exchange Carrier where such individual, association, corporation, governmental agency or other entity is not a Customer, as defined in this tariff, utilizing the Company's services to provide telecommunications service (as defined by applicable law) to its own customers.

ENTRY SWITCH - 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 service in a specified area. An Exchange may consist of one or more central offices together with the associated facilities used in furnishing communications service 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.

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

FIRST POINT OF SWITCHING - The first Company location at which switching occurs on the terminating path of a call proceeding from the Customer premises to the terminating end office and, at the same time, the last Company location at which switching occurs on the originating path of a call proceeding from the originating end office to the Customer premises.

INTRASTATE ACCESS SERVICES

SECTION 1 – DEFINITIONS, (CONT'D.)

INTERSTATE COMMUNICATIONS - Any communications that crosses over a state boundary. Interstate Communications includes interstate and international communications.

INTRASTATE COMMUNICATIONS - Any communication, which originates and terminates within the same state and is subject to oversight by a state regulatory commission as provided by the laws of the state involved.

LOCAL ACCESS AND TRANSPORT AREA (LATA) - A geographic area established for the provision and administration of communications service. A LATA encompasses designated exchanges, which are grouped to serve common social, economic and other purposes.

LOCAL CALLING AREA - A geographical area, as defined in the Company's local or general exchange service tariff in which an End User may complete a call without incurring toll usage charges.

MESSAGE - A Message is a Call as defined above.

OFF-HOOK - The active condition of Switched Access Service or a telephone exchange line.

ON-HOOK - The idle condition of Switched Access Service or a telephone exchange line.

ORIGINATING DIRECTION - The use of Switched Access Service for the origination of calls from an End User premises to a carder's premises.

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 defined in Part 68 of the Federal Communications Commission's Rules and Regulations.

PREMISES - A building or buildings on contiguous property, not separated by a public highway or right-of-way.

PRESUBSCRIPTION - An arrangement whereby an End User or other user of the Company's services may select and designate to the Company an Interexchange Carrier (IXC) or Carriers it wishes to access, without an Access Code, for completing both intraLATA toll calls and/or interLATA calls. The selected IXC(s) are referred to as the End User's or other user's Primary Interexchange Carrier (PIC).

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SERVING WIRE CENTER - The wire center from which the Customer-designated premises normally obtains dial tone from the Company.

INTRASTATE ACCESS SERVICES

SECTION 1 – DEFINITIONS, (CONT'D.)

SPECIAL ACCESS CIRCUIT - The physical pathway for transmission of information between a dedicated originating point and a dedicated terminating point.

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

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TERMINATING DIRECTION - The use of Switched Access Service for the completion of calls from a carrier's premises to an End User premises.

TOLL FREE 8YY DATA BASE ACCESS SERVICE - The term "Toll Free 8YY Data Base Access Service" denotes a toll-free originating Trunk side Access Service when the 8YY Service Access Code (i.e., 800, 822, 833, 844, 855, 866, 877, or 888 as available) is used.

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-PSTN ACCESS TRAFFIC - VoIP-PSTN Access Traffic is the access traffic exchanged between the Company and the Customer 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.

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VoIP - Voice over Internet Protocol. 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.

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

SECTION 2 – RULES AND REGULATIONS

2.1 UNDERTAKING OF THE COMPANY

The Company shall be responsible only for the installation, operation and maintenance of service which it provides and does not undertake to transmit messages under this tariff.

Services provided under this tariff are provided 24 hours a day, seven days per week, unless otherwise specified in applicable sections of this tariff.

2.1.1 Liability of the Company

In view of the fact that the customer has exclusive control over the use of service and facilities furnished by the Company, and because certain errors incident to the services and to the use of such facilities of the Company are unavoidable, services and facilities are furnished by the Company subject to the terms, conditions and limitations herein specified:

2.1.1.1 The Company's damages arising out of its negligent acts, or mistakes, omissions, interruptions, delays, errors, or defects during the course of furnishing service, shall in no event exceed an amount equivalent to Bandwidth.com's charges for service during the period affected by such negligence, or in which such mistakes, omissions, interruptions, delays, errors, or defects occurred. Any mistakes, omissions, interruptions, delays, errors, or defects that are caused by or materially contributed to by the negligence or willful acts of Customer, or that arise from facilities or equipment used by Customer and not provided by Bandwidth.com, shall not result in the imposition of any liability upon Bandwidth.com.

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INTRASTATE ACCESS SERVICES

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

2.1 UNDERTAKING OF THE COMPANY (CONT'D.)

2.1.1 Liability of the Company (Cont'd.)

2.1.1.2 Customer shall defend, indemnify, and hold harmless the Company, its officers and directors, employees, and agents from and against any and all lawsuits, claims, demands, penalties, losses, fines, liabilities, damages, and expenses of any kind and nature (including, without limitation, liability to third parties for personal injury or death and for loss or damage to property, and loss or damage to Company property, and injury to Company employees), without limitation whatsoever, that in any way arise out of or result from Customer's operations, installation or maintenance of equipment and facilities, or performance under this tariff, or that arises out of or in any way is connected with Customers provision of service to its end users or other users of its services, or any use or attempted use by Customer or any such end user or other user of services provided by the Company hereunder; provided that this section shall not apply to the extent that any injury, loss, or damage is caused by the gross negligence or willful misconduct on the part of the Company.

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2.1.1.3 The Company will not be liable for any act, omission to act, negligence, or defect in the quality of service of any underlying carrier or other service provider whose facilities or services are used in furnishing any portion of the service received by Customer. Bandwidth.com will not be liable for any failure of performance that is caused by or the result of any act or omission by Customer or any entity other than Bandwidth.com, that furnishes services, facilities, or equipment used in connection with Bandwidth.com's services or facilities.

SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.1 UNDERTAKING OF THE COMPANY (CONT'D)

2.1.1 Liability of the Company (Cont'd)

2.1.1.4 EXCEPT AS EXPRESSLY PROVIDED IN THIS TARIFF, BANDWIDTH.COM MAKES NO EXPRESSED OR IMPLIED REPRESENTATIONS, OR WARRANTIES, INCLUDING ANY WARRANTIES REGARDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

2.1.1.5 IN NO EVENT SHALL BANDWIDTH.COM BE LIABLE TO CUSTOMER FOR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION, LOST PROFITS OR REVENUE).

2.1.1.6 Approval of limitation of liability language by the Commission does not constitute a determination by the Commission that the limitation of liability imposed by the Company should be upheld in a court of law. Approval by the Commission merely recognizes that since its is a court's responsibility to adjudicate negligence and consequential damage claims, it is also the court's responsibility to determine the validity of the exculpatory clauses.

2.1.2 Limitation of Liability

2.1.2.1 Nothing in this tariff shall be construed to limit the Company's liability in cases of gross negligence or willful misconduct.

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SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.1 UNDERTAKING OF THE COMPANY (CONT'D)

2.1.3 Force Majeure

2.1.3.1 Neither Party shall be responsible for delays or failures in performance, except for the obligation to make payments required under this tariff, resulting from acts or occurrences in the nature of force majeure such as fire, explosion, war, or civil commotion; any law, order, regulation, or ordinance of any government or legal body; strikes; or delays caused by the other Party. In such event, the Party affected shall, upon giving prompt notice to the other, be excused from such performance to the extent of such interference. The affected Party shall use its reasonable efforts to avoid or remove the cause of non-performance and both Parties shall proceed to perform with dispatch once the causes are removed or cease.

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**David Morken, President
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SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.2 ALLOWANCES FOR INTERRUPTIONS IN SERVICE

2.2.1 Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in equipment owned, provided, or billed for, by the Company.

2.2.2 The following allowances are provided for interruptions in service, as specified for particular services furnished solely by the Company:

The Company shall allow for interruptions in exchange telephone service of 24 hours or more not due to conduct of Customer an amount equal to the fixed monthly charges for exchange service multiplied by the ratio of the days of interruption to thirty days. When interruptions continue beyond 24 hours, credit allowance will be given in successive 24-hour multiples.

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SECTION 2 – RULES AND REGULATIONS (CONT'D)**2.3 USE OF FACILITIES AND SERVICE****2.3.1 Use of Service**

A. Any service provided under this Tariff may be resold to 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.

1. Service may be used for any lawful purpose by the Customer or by any End User.
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.
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.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)**2.3 USE OF FACILITIES AND SERVICE (Cont'd)****2.3.2 Limitations**

- E. 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 the terms of this tariff.**
- F. 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 previously in Section 2.1.3 of this tariff), or when service is used in violation of provisions of this tariff or the law.**
- G. The Company does not undertake to transmit messages, but offers the use of its service when available, and, as more fully set forth previously in Section 2.1.3 of this tariff, shall not be liable for errors in transmission or for failure to establish connections.**
- H. 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 affect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgment.**
- I. The Company reserves the right to refuse an application for service made by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this Tariff until the indebtedness is satisfied.**

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.3 USE OF FACILITIES AND SERVICE (Cont'd)

2.3.4 Use and Ownership of Equipment

The Company's equipment, apparatus, channels and lines shall be carefully used. Equipment furnished by the Company shall remain its property and shall be returned to the Company whenever requested, within a reasonable period following the request, in good condition (subject to reasonable wear and tear). The Customer is required to reimburse the Company for any loss of, or damage to, the facilities or equipment on the Customer's premises, including loss or damage caused by agents, employees or independent contractors of the Customer through any negligence.

2.4 MINIMUM PERIOD OF SERVICE

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.

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

2.5 PAYMENT FOR SERVICE RENDERED

- 2.5.1 Customer bills will contain all of the information required by O.A.C. 4901:1-5-16. Bandwidth.com will bill Customer monthly, with recurring charges being billed in advance and any usage charges billed in arrears. Payment is due upon receipt by Customer and payable within twenty-two (22) days of the Bill Date (the Due Date").
- 2.5.2 Payments are past due if not received by the Company by the Due Date. Any amounts past due will be subject to a late payment charge accruing at the rate of 1-1/2% per month until paid. In addition, bills not paid within thirty (30) days of the Bill Date and which have not been disputed in accordance with the procedures set forth in Section 2.7 of this tariff, may result in suspension of access privileges to Bandwidth.com's collocate facility if Customer is collocated until the full amount of the bill is paid. Bills not paid within forty (40) days of the Bill Date and which have not been disputed in accordance with the procedures set forth in Section 2.7.1 of this tariff, may result in suspension of service until the overdue payments and any additional charges that may be imposed to restore service have been paid. Failure of the Customer to pay all undisputed amounts by the Due Date is a material breach and a seven (7) day notice shall be required in order to terminate services hereunder for non-payment.
- 2.5.3 The Customer is responsible for payment of all charges for service furnished to the Customer. Charges based on actual usage during a month will be billed monthly in the month following the month in which the service was used. All fixed monthly and nonrecurring charges for services ordered will be billed monthly in advance. (T)
- 2.5.4 The Company reserves the right to require from an applicant for service advance payments of fixed charges and nonrecurring charges. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one month's charges for the service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated nonrecurring charges for the special construction. The advance payment will be applied to any indebtedness for the service and facilities for which the advance payment is made on the customer's initial bill. Advanced payments for installation costs or special construction will be credited on the first bill in their entirety. (T)

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.6 CUSTOMER COMPLAINTS AND BILLING DISPUTES

2.6.1 In the event that Customer disputes any charges, Customer must submit a written claim describing the disputed amount. Customer shall submit all documentation as may reasonably be required to support the claim. Payment may be withheld for the amounts subject to a dispute submitted prior to the Due Date. All disputes and claims for refunds must be submitted to Bandwidth.com within eighteen (18) months of the Bill Date unless the Customer provides documentation after that timeframe. If Customer does not submit a claim as stated above, Customer waives all rights to file a claim thereafter. Bandwidth.com shall investigate and resolve all disputes within forty-five (45) days of receipt of the dispute.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.8 INSPECTION, TESTING AND ADJUSTMENT

- 2.8.1 The Company may, upon mutually agreed upon notice, make such tests and inspections as may be necessary to determine whether the terms and conditions of this tariff are 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 any of these terms and conditions.
- 2.8.2 The Customer shall be responsible for making arrangements or obtaining permission for safe and reasonable access for Company employees or agents of the Company to enter the premises of the Customer or any joint user or customer of the Customer at any mutually agreed upon hour for the purpose of inspecting, repairing, testing or removing any part of the Company's facilities.
- 2.8.3 Upon mutually agreed upon 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 hours in length and is requested by the Customer.

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David Morken, President
Bandwidth.com CLEC, LLC
4001 Weston Parkway, Suite 100
Cary, North Carolina 27513

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.9 OBLIGATIONS OF THE CUSTOMER

2.9.1 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.

2.9.2 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.

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David Morken, President
Bandwidth.com CLEC, LLC
4001 Weston Parkway, Suite 100
Cary, North Carolina 27513

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.9 OBLIGATIONS OF THE CUSTOMER (Cont'd)

2.9.3 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 the Company. The Customer shall make necessary arrangements in order that the Company will have access to such spaces at mutually agreed upon times for installation, testing, repair, maintenance or removal of Company service.

2.9.4 Testing

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

2.9.5 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.

2.9.6 Network Contingency Coordination

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

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David Morken, President
Bandwidth.com CLEC, LLC
4001 Weston Parkway, Suite 100
Cary, North Carolina 27513

SECTION 2 - RULES AND REGULATIONS (CONT'D)**2.9 OBLIGATIONS OF THE CUSTOMER (Cont'd)****2.9.7 Jurisdictional Reports**

For Switched Access services, the Company will use the percentage of interstate originating feature group D to determine the percent of interstate usage to apply to all other switched access services provided by the Company to the Customer.

For Switched Access services for which the Company cannot determine the jurisdictional nature of Customer traffic and its related access minutes, the Company reserves the right to require the Customer to provide a projected estimate of its traffic, split between the interstate and intrastate jurisdictions. The Customer shall upon ordering service, and annually thereafter, report the percentage of interstate use and such report will be used for billing purposes until the Customer reports a different projected interstate percentage for a working trunk group. When the Customer adds trunks to or removes trunks from an existing group, the Customer shall furnish a revised projected interstate percentage that applies to the total trunk group. The revised report will serve as the basis for future billing and will be effective on the next bill date.

No pro-rating or back-billing will be done based on the report. The Company may require call detail records to substantiate projected interstate usage provided to the Company. In the event that the required jurisdictional report is not provided, the Company recorded or estimated percentage of interstate usage will be applied to the bill.

The Company may request this detailed information annually. If the audit results represent a substantial deviation from the Customer's previously reported PIU for the period upon which the audit was based, the call detail records may be requested more than once annually.

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**David Morken, President
Bandwidth.com CLEC, LLC
4001 Weston Parkway, Suite 100
Cary, North Carolina 27513**

SECTION 2 - RULES AND REGULATIONS (CONT'D)**2.9 OBLIGATIONS OF THE CUSTOMER (Cont'd)****2.9.7 Mixed Interstate and Intrastate Access Service**

When mixed interstate and intrastate Access Service is provided, all charges, including nonrecurring charges, usage charges, and optional features, will be prorated between interstate and intrastate. The percentage provided in the reports as set forth in 8.3.3.D will serve as the basis for prorating the charges. The percentage of an Access Service to be charged as intrastate is applied in the following manner:

- a. For nonrecurring chargeable rate elements, multiply the percent intrastate use times the quantity of chargeable elements times the state tariff rate per element.
- b. For usage sensitive chargeable rate elements, multiply the percent intrastate use times actual use (measure or Company assumed average use) times the stated rate.

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**David Morken, President
Bandwidth.com CLEC, LLC
4001 Weston Parkway, Suite 100
Cary, North Carolina 27513**

INTRASTATE ACCESS SERVICES

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

2.9 OBLIGATIONS OF THE CUSTOMER, (CONT'D.)

2.9.8 Identification and Rating of VoIP-PSTN Access Traffic

A. Scope

VoIP-PSTN Traffic is the traffic exchanged in time division multiplexing ("TDM") format that originates and/or terminates in Internet protocol ("IP") format. This section governs the identification of VoIP-PSTN Traffic that is required to be compensated at interstate access rates (unless the parties have agreed otherwise) by the Federal Communications Commission in its Report and Order in WC Docket Nos. 10-90 et. al., FCC No. 11-161 (November 18, 2011) ("FCC Order"). Specifically, this section establishes the method of separating such traffic (referred to in this tariff as "VoIP-PSTN Access Traffic") from the Customer's traditional intrastate access traffic, so that such VoIP-PSTN Access Traffic can be billed in accordance with the FCC Order.

This section of the tariff does not preclude the parties from negotiating different rates, terms and conditions governing reciprocal compensation for toll VoIP-PSTN traffic.

This tariff does not supersede rates, terms and conditions governing reciprocal compensation for toll VoIP-PSTN traffic existing interconnection agreements.

Rates, terms and conditions governing reciprocal compensation for toll VoIP-PSTN traffic in this tariff apply prospectively.

B. Rating of VoIP-PSTN Access Traffic

The VoIP-PSTN Access Traffic identified in accordance with this tariff section will be billed at rates equal to the Company's applicable tariffed interstate switched access rates and as listed in the Ameritech Operating Companies Tariff F.C.C. No. 2 and Cincinnati Bell Telephone Tariff FCC No. 35.

(N)

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 INTRASTATE ACCESS SERVICES

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

2.9 OBLIGATIONS OF THE CUSTOMER, (CONT'D.)

2.9.8 Identification and Rating of VoIP-PSTN Access Traffic (Cont'd.)

C. Calculation and Application of Percent-VoIP-PSTN Usage Factor

The Company will determine the number of VoIP-PSTN Access Traffic minutes of use ("MOU") to which interstate rates will be applied under subsection B., above, by applying a Percent VoIP Usage ("PVU") factor to the total intrastate access MOU (however determined – either based on call detail information or PIU) exchanged between the Company and the Customer. The PVU will be derived and applied as follows:

1. The Customer will calculate and furnish to the Company a factor (the "PVU-A") representing the whole number percentage of the total access MOU that the Customer exchanges with the Company in the State, that is sent to the Company and that originates in IP format. 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.
2. Company will, likewise, calculate a factor (the "PVU-B") representing the percentage of the Customer's total access MOU in the State that the Company terminates in IP format. This PVU-B shall be based on information such as the number of the Company's retail VoIP subscriptions in the state (e.g., as reported on FCC Form 477), traffic studies, actual call detail, or other relevant and verifiable information.

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(N)

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 INTRASTATE ACCESS SERVICES

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

2.9 OBLIGATIONS OF THE CUSTOMER, (CONT'D.)

2.9.8 Identification and Rating of VoIP-PSTN Access Traffic (Cont'd.)

C. Calculation and Application of Percent-VoIP-PSTN Usage Factor (Cont'd.)

3. The Company will use the PVU-A and PVU-B factors to calculate an effective PVU factor that represents the percentage of total access MOU exchanged between the Company and the Customer that is originated by the Customer and/or terminated by the Company in IP format. 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).
4. The Company will apply the effective PVU factor to the total intrastate access MOU exchanged with the Customer to determine the number of VoIP-PSTN Access Traffic MOUs.

Example 1: The PVU-A is 40% and the PVU-B is 10%. The effective PVU factor is equal to $40\% + (10\% \times 60\%) = 46\%$. The Company will bill 46% of the Customer's intrastate access MOU in accordance with the Company's applicable interstate switched access tariff.

Example 2: The PVU-A is 0% and the PVU-B is 10%. The effective PVU factor is $0\% + (10\% \times 100\%) = 10\%$. The Company will bill 10% of the Customer's intrastate access MOU in accordance with the Company's applicable interstate switched access tariff.

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

5. If the Customer does not furnish the Company with a PVU-A pursuant to the preceding paragraph 1, the Company will utilize an effective PVU equal to the PVU-B.
6. The Customer shall not modify their reported PIU factor to account for VoIP-PSTN Traffic.

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 INTRASTATE ACCESS SERVICES

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

2.9 OBLIGATIONS OF THE CUSTOMER, (CONT'D.)

2.9.8 Identification and Rating of VoIP-PSTN Traffic (Cont'd.)

D. Initial PVU Factor

If the PVU factor is not available and/or cannot be implemented in the Company's billing systems by December 29, 2011, once the factor is available and can be implemented the Company will adjust the Customer's bills to reflect the PVU retroactively to December 29, 2011. In calculating the initial effective PVU, the Company will take the Customer-specified PVU-A into account retroactively to December 29, 2011, provided that the Customer provides the factor to the Company no later than 30 days from the effective date of this tariff; otherwise, it will set the initial effective PVU equal to the PVU-B, as specified in subsection C.5., above.

E. PVU Factor Updates

The Customer may update the PVU-A factor or the Company may update the PVU-B quarterly using the method set forth in subsection C.1 or C.2, respectively, above. If the Customer chooses to submit such updates, it shall forward to the Company, no later than 15 days after the first day of January, April, July and/or October of each year, a revised PVU-A factor based on data for the prior three months, ending the last day of December, March, June and September, respectively. The Company will use the revised PVU-A to calculate a revised effective PVU. The revised effective PVU factor will apply prospectively and serve as the basis for billing until superseded by a new effective PVU.

F. PVU Factor Verification

Not more than twice in any year, the Company may ask the Customer to verify the PVU-A factor furnished to the Company and Customer may ask the Company to verify the PVU-B factor and the calculation of the effective PVU factor. The Party requesting the verification will bear the expense. The party so requested shall comply, and shall reasonably provide the records and other information used to determine the respective PVU-A and PVU-B factors. The Customer shall retain the call detail, work papers, and/or other information used to develop the PVU factor for a minimum of one year. No prorating or back billing will be done based on updated PVU factors.

(N)

(N)

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4001 Weston Parkway
Cary, NC 27513

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.10 DETERMINATION OF MILEAGE

Service for which rates are mileage sensitive are rated on the airline distance between the Company's switch location and Customer-designated premises or the end office of the Customer-designated premises.

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David Morken, President
Bandwidth.com CLEC, LLC
4001 Weston Parkway, Suite 100
Cary, North Carolina 27513

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.11 Disconnection and Termination of Service

2.11.1 Disconnection of Service Without Notice

Bandwidth.com shall have the right to refuse or discontinue telephone service or service arrangements without advance notice, if the acts of the Customer or the conditions upon their premises are such as to indicate an intent to defraud Bandwidth.com or to use the Service for unlawful purposes.

Bandwidth.com will attempt to contact the Customer by telephone prior to discontinuing the Service or portions thereof. If Bandwidth.com is unable to contact the Customer by telephone, a letter will be mailed to the Customer on the same date that their service or service arrangement is discontinued, explaining the reasons for such action and the Customer's right to dispute such action.

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David Morken, President
Bandwidth.com CLEC, LLC
4001 Weston Parkway, Suite 100
Cary, North Carolina 27513

INTRASTATE ACCESS SERVICES

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

2.11 DISCONNECTION AND TERMINATION OF SERVICE, (CONT'D.)

2.11.2 Disconnection of Service Requiring Notice

Disconnection notices issued by the Company will inform the Customer facing service disconnection of the total amount which the Customer would need to pay in order to avoid disconnection of service. It must also inform the Customer of the Company's legal obligation to provide service to customers whose access service charges are paid, even while their toll service is disconnected for nonpayment of outstanding toll debt.

2.11.2.1 The Company may disconnect service for any of the following reasons, other than for non-payment, provided it has notified the customer of its intent, in writing, to disconnect service and has allowed the customer a reasonable time of not less than thirty (30) days in which to remove the cause for disconnection:

2.11.2.1.A Non-compliance with Regulations. For violation of or noncompliance with Commission's rules and regulations or for violation of or non-compliance with the Company's tariffs on file with the Commission.

2.11.2.1.B Failure on Contractual Obligations. For failure of the Customer to fulfill his contractual obligations for service or facilities subject to regulation by the Commission. (T)

2.11.2.1.C Failure to meet the utility's deposit and credit requirements.

2.11.2.1.D For non-payment of a bill for service, provided that the Company has made a reasonable attempt to effect collection and has given the customer written notice of its intent to deny service if settlement of his account is not made and provided the Customer has at least seven (7) days notice, in which to make settlement before his service is denied. (T)

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.12 UNLAWFUL USE OF SERVICE

2.12.1 Service shall not be used for any purpose in violation of law.

2.12.2 Service shall not be used in any manner that interferes with other persons in the use of their service, prevents other persons from using their service, or otherwise impairs the quality of service to other customers. The Company may require a customer to immediately shut down its transmission of signals if said transmission is causing interference to others or impairing the service of others.

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David Morken, President
Bandwidth.com CLEC, LLC
4001 Weston Parkway, Suite 100
Cary, North Carolina 27513

INTRASTATE ACCESS SERVICES

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

3.2 PROVISION AND DESCRIPTION OF SWITCHED ACCESS SERVICE ARRANGEMENTS,
(CONT'D.)

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3.2.3 Call Types

The following Switched Access Service call types are available:

- A. Originating FG Access
- B. Originating 8YY FG Access
- C. Terminating FG Access

3.2.4 Originating FG Access

The access code for FG Access switching is a uniform access code of the form 1+ or 011+ or 101XXXX. For 101XXXX dialing a single access code will be the assigned number of all FG Access provided to the Customer by the Company. When the access code is used, FG Access switching also provides for dialing the digit 0 for access to the Customer's operator service, 911 for access to emergency service, and/or the end-of-dialing digit (#) for cut-through access to the Customer's premises. The Company will provide originating FG access consistent with dialing parity obligations under the 1996 Act.

3.2.5 Originating Toll Free 8YY Data Base Service

Originating Toll Free 8YY Data Base Access Service is a service utilizing originating Trunk side Switched Access Service. When an 8YY + NXX + XXXX call is originated by an End User or other users of the Company's services, the Company will perform Customer identification based on screening of the full ten digits of the 8YY number to determine the Customer location to which the call is to be routed. This Tariff applies only to intrastate 8YY calls originated by End Users and other users of the Company's services served by the Company in Ohio.

3.2.6 Terminating FG Access

FG Access, when used in the terminating direction, may be used to access end users who are subscribing to the Company's Local Exchange Services or other users of the Company's services. Calls in the terminating direction will not be completed to 950-0XXX or 950-1XXX access codes, local operator assistance (0- and 0+), Directory Assistance, (411 or 5551212) service codes 611 and 911 and 101XXXX access codes.

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SECTION 3 - SWITCHED ACCESS SERVICE (CONTD)**3.3 OBLIGATIONS OF THE COMPANY**

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

3.3.1 Network Management

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

3.3.2 Design and Traffic Routing of Switched Access Service

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

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David Morken, President
Bandwidth.com CLEC, LLC
4001 Weston Parkway, Suite 100
Cary, North Carolina 27513

SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D)**3.3 OBLIGATIONS OF THE COMPANY (Cont'd)****3.3.3 Provision of Service Performance Data**

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

3.3.4 Trunk Group Measurements Reports

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

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**David Morken, President
Bandwidth.com CLEC, LLC
4001 Weston Parkway, Suite 100
Cary, North Carolina 27513**

SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D)**3.4 OBLIGATIONS OF THE CUSTOMER**

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

3.4.1 Report Requirements

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

A. Jurisdictional Reports

When a Customer orders Switched Access Service for both interstate and intrastate use, the Customer is responsible for providing reports as set forth in Section 2.8.7 preceding. Charges will be apportioned in accordance with those reports.

B. Code Screening Reports

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

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

3.4.2 On and Off-Hook Supervision

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

3.4.3 Trunk Group Measurements Reports

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

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David Morken, President
Bandwidth.com CLEC, LLC
4001 Weston Parkway, Suite 100
Cary, North Carolina 27513

INTRASTATE ACCESS SERVICES

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

3.5 RATE REGULATIONS

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

The Company offers Tandem Switching Access Service, Local Switching Access Service – Direct Connection and Local Switching Access Service – Indirect Connection. (N)

(N)

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

3.5.1 Minimum Periods

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

3.5.2 Cancellation of Access Service Order

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

Prior to Firm Order Confirmation Date

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

On or After Firm Order Confirmation Date

If an Access Order is canceled on or after the Firm Order Confirmation date, the Customer will be billed a flat cancellation fee, as provided in Section 9.1.1.D.

INTRASTATE ACCESS SERVICES

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

3.6 RATE CATEGORIES

3.6.1 Tandem Switching Access Service (Originating and Terminating)

Tandem Switching is an access service providing transmission and tandem switching between the Customer designated premises and the Company switch(es) where the Customer's traffic is switched from or to an entity other than the Company's End User for purposes of originating or terminating the Customer's communications. The Tandem Switching Access Service composite rate is comprised of the following rate elements: tandem switching charges, tandem switched termination charges, common transport multiplexing, and tandem switched facility charges, as described below

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- (A) Tandem Switched Termination element includes the non-distance-sensitive portion of Switched Transport and is assessed on a per minute of use basis.
- (B) Tandem Switched Transport Facility element includes the distance-sensitive portion of Switched Transport and is assessed on a per access minute of use basis.
- (C) Tandem Switching element includes the access tandem switching associated with Tandem-Switched Transport traffic and is assessed per access minute switched through the tandem.
- (D) Common Transport Multiplexing element provides for multiplexing on a per access minute basis, in conjunction with Tandem Switched Transport.

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Lisa Jill Freeman, Vice President & Regulatory Compliance Officer
900 Main Campus Drive, Suite 500
Raleigh, NC 27606

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INTRASTATE ACCESS SERVICES

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

3.6 RATE CATEGORIES

3.6.2 Local Switching Access Service - Direct Connection (Originating and Terminating)

Local Switching Access Service - Direct Connection is an access service providing the Customer connections to and use of end office switching equipment for the origination or termination of the Customer's communications to the Company's End Users. The Local Switching Access Service - Direct Connection rate consists of end office switching charges and may also include a DS3 trunk port charge. With Direct Connection, Customer is responsible for ordering or providing the DS3 facility to the Company's point of presence in the access tandem serving area. The DS3 trunk port charge applies when the Customer is not collocated with the Company's switch.

- (A) Local Switching rate element provides for (1) local end office switching, i.e., the common switching functions associated with the various Switched Access Service arrangements and (2) intercept functions, i.e., the termination of certain calls at a Telephone company intercept operator or recording.
- (B) DS3 Trunk Port — The DS3 Trunk Port service provides for termination of Dedicated Transport trunk facilities. The charge applies per trunk termination.

3.6.3 Local Switching Access Service - Indirect Connection (Originating and Terminating)

Local Switching Access Service - Indirect Connection is an access service providing the Customer use of and office switching equipment for the origination or termination of the Customer's communications to the Company's End Users as well as transport to or from the Customer's tandem provider. The Local Switching Access Service - Indirect Connection composite rate is comprised of the following rate elements: end office switching charges, common trunk port, tandem switched termination charges, common transport multiplexing and tandem switched facility charges. These rate elements are defined in Sections 3.6.1, 3.6.2 and below.

- (A) Common Trunk Port provides for termination of common transport trunks in common end office trunk ports in conjunction with tandem routed traffic.

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INTRASTATE ACCESS SERVICES

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

3.6 RATE CATEGORIES, (CONT'D.)

(N)

3.6.4 Toll-Free 8YY Data Base Access Service/Vertical Feature Package

A. Toll Free 8YY Data Base Access Service

Toll Free 8YY Data Base Access Service is a service offering that utilizes originating trunk side Switched Access Service to deliver Toll Free calls to the Company's Customers. The service provides for the forwarding of end user dialed Toll Free calls to a Company Service Switching Point which will initiate a query to the database to perform the Customer identification and delivery function. The call is forwarded to the appropriate Customer based on the dialed Toll-Free number. Records exchange, rating and billing for Toll Free Data Base Access Service is subject to the provisions of the Multiple Exchange Carrier Access Billing uidelines (MECAB).

The Toll Free 8YY Data Base Query charge applies for the identification of the appropriate Interexchange Carrier Customer. The charge is assessed to the Customer on a per query basis for each Toll-Free 8YY call query received at the Company's (or its provider's) Toll-Free 8YY database and may include an area of service which may range from a single NPA/NXX to an area consisting of all LATAs and NPAs in the State of Ohio.

B. Toll Free 8YY Data Base Access Service Vertical Feature Package (VFP)

This feature package, available only with Toll Free Data Base Access Service, provides feature functionality in addition to the basic query. The feature package may include various destination options such as POTS Translation, carrier selection, time-of-day routing, day-of-week routing, specific-date routing, geographic routing, routing based on percent of allocation, and emergency routing profiles.

3.6.5 Toll-Free 8YY Switched Access Service

The Toll-Free 8YY Switched Access Service is an originating access service in which the Company delivers Toll Free calls to Customers. Rate elements apply as set forth in Section 9.

(N)

INTRASTATE ACCESS SERVICES

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

3.7 MEASUREMENT AND BILLING OF ACCESS MINUTES

- 3.7.1 When recording originating calls over Switched Access Service with multi-frequency address signaling, usage measurement begins when the first wink supervisory signal is forwarded from the Customer's facilities. The measurement of originating call usage over Switched Access Service ends when the originating Switched Access Service entry switch receives disconnect supervision from either the originating End User's or other user's End Office (indicating that the originating End User or other user has disconnected), or from the Customer's facilities, whichever is recognized first by the entry switch.
- 3.7.2 For terminating calls over Switched Access Service with multi-frequency address signaling, the measurement of access minutes begins when a seizure signal is received from the Carrier's trunk group at the Point of Presence within the LATA. The measurement of terminating call usage over Switched Access Service ends when a disconnect signal is received, indicating that either the originating or terminating user has disconnected.
- 3.7.3 When recording originating calls over Switched Access Service with SS7 signaling, usage measurement begins with the transmission of the initial address message by the switch for direct trunk groups and with the receipt of an exit message by the switch for tandem trunk groups. The measurement of originating Switched Access Service usage ends when the entry switch receives or sends a release message, whichever occurs first.
- 3.7.4 For terminating calls over Switched Access Service with SS7 signaling, the measurement of access minutes begins when the terminating recording switch receives the initial address message from the terminating End User or other user. On directly routed trunk groups or on tandem routed trunk groups, the Company switch receives the initial address message and sends the indication to the Customer in the form of an answer message. The measurement of terminating Switched Access Service call usage ends when the entry switch receives or sends a release message, whichever occurs first.

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INTRASTATE ACCESS SERVICES

SECTION 4 – RESERVED FOR FUTURE USE

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SECTION 4 – RESERVED FOR FUTURE USE

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SECTION 5 - CARRIER COMMON LINE ACCESS SERVICE**5.1 GENERAL**

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

5.2 LIMITATIONS

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

5.3 APPLICATION OF INTRASTATE CHARGES

Intrastate rates apply only to that portion of Carrier Common Line Service provided for intrastate usage. Jurisdictional reporting is required as described in Section 2.9.7 of this tariff.

5.4 PRESUBSCRIPTION

- A. Presubscription is an arrangement whereby an end user may select and designate to the Company an interexchange carrier (IC) to access, without an access code, for intrastate interLATA calls. For the purposes of this tariff, an "IC" includes any entity authorized by the Public Utilities Commission of Ohio to provide or to resell intrastate, intercity communications services. This IC is referred to as the end user's *Primary Interexchange Carrier (PIC)*. The end user may select the Company as its PIC, or may select any other IC that orders originating Feature Group D Switched Access Service either to the Company's end office location or to an authorized local exchange carrier's tandem that subtends the Company's end office. After the end user's initial selection of a predesignated IC, for any additional change in selection, a non-recurring charge, as set forth in Section 4, applies.

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David Morken, President
Bandwidth.com CLEC, LLC
4001 Weston Parkway, Suite 100
Cary, North Carolina 27513

SECTION 5 - CARRIER COMMON LINE ACCESS SERVICE (CONT.)**5.4 PRESUBSCRIPTION (CONT.)**

- B. At the request of a new or existing end user served by a Feature Group D end office, the Company will provide a list of ICs the end user may select as its PIC. At no additional charge for the initial selection, the customer may choose either of the following options:
- Designate an IC as a PIC and dial 1 OXXX or 101 OXXX to reach other ICs.
 - Designate that they do not want to be presubscribed to any IC and choose to dial IOXXX or IOIOXXX for all calls to all ICs.
- C. New end users subscribing to the Company's Exchange Access Service which do not specify a PIC will default to a no PIC choice as their initial PIC selection. Subsequent to the installation of Exchange Access Service, and after the end user's initial selection of a PIC, for any additional change in selection, a non-recurring charge set forth in Section 9.1.7.A applies. This charge may be either billed to the end user which is the subscriber to the Exchange Access Service, or upon request by the designated IC, billed to the IC on behalf of the end user.

5.5 UNAUTHORIZED PIC CHANGE

- A. If an IC requests a Primary Interexchange Carrier (PIC) change on behalf of a billed party (e.g., an end user), and the billed party subsequently denies requesting the change, and the IC is unable to substantiate the change with a letter of authorization signed by the billed party; then:
- The billed party will be reassigned to their previously selected IC. No charge will apply to the billed party for this reassignment.
 - The Unauthorized Presubscription Change Charge as set forth in Section 9.1.7.B will apply to the IC that requested the unauthorized PIC change. This charge is applied in addition to the PIC change charge set forth in Section 9.1.7.A following.

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David Morken, President
Bandwidth.com CLEC, LLC
4001 Weston Parkway, Suite 100
Cary, North Carolina 27513

INTRASTATE ACCESS SERVICES

SECTION 5 – CARRIER COMMON LINE ACCESS SERVICE, (CONT'D.)

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SECTION 6 - SPECIAL ARRANGEMENTS**6.1 SPECIAL CONSTRUCTION****6.1.1 Basis for Charges**

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

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

6.1.2 Basis for Cost Computation

The costs referred to in 6.1.1 preceding may include one or more of the following items to the extent they are applicable:

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

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David Morken, President
Bandwidth.com CLEC, LLC
4001 Weston Parkway, Suite 100
Cary, North Carolina 27513

SECTION 6 - SPECIAL ARRANGEMENTS (CONT'D)**6.1 SPECIAL CONSTRUCTION (Cont'd)**

- 7) Any other identifiable costs related to the facilities provided; or
- 8) An amount for return and contingencies.

6.1.3 Termination of Liability

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

1. The period on which the termination liability is based on the term of the contract.
2. The amount of the maximum termination liability is equal to the estimated amounts (including return) for:

Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:

- a) Equipment and materials provided or used;
- b) Engineering, labor and supervision;
- c) Transportation;
- d) Rights of way and/or any required easements.
- e) License preparation, processing and related fees;
- f) Administrative expenses, processing and related fees;
- g) Cost of removal and restoration, where appropriate; and
- h) Any other identifiable costs related to the specially constructed or rearranged facilities.

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Bandwidth.com CLEC, LLC
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SECTION 6 - SPECIAL ARRANGEMENTS (CONT'D)

6.1 SPECIAL CONSTRUCTION (Cont'd)

6.1.3 Termination Liability (Cont'd)

- B. The termination liability method for calculation the unpaid balance of a term obligation is obtained by pro-rating the sum of the amounts determined as set forth in Section 6.1.3, less the amount the customer has paid, and less estimated net salvage, over the remaining term of the contract. For example, if the contract was for 36 months, and the Customer terminates after 18 months (i.e. one half the term), the Customer will be charged for one half of the sum of the amounts determined as set forth in Section 6.1.3, less estimated net salvage.

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David Morken, President
Bandwidth.com CLEC, LLC
4001 Weston Parkway, Suite 100
Cary, North Carolina 27513

SECTION 6 - SPECIAL ARRANGEMENTS (CONT'D)

6.2 NON-ROUTINE INSTALLATION AND/OR MAINTENANCE

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

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David Morken, President
Bandwidth.com CLEC, LLC
4001 Weston Parkway, Suite 100
Cary, North Carolina 27513

INTRASTATE ACCESS SERVICES

SECTION 7 – [RESERVED FOR FUTURE USE]

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SECTION 8 - BILLING AND COLLECTION**8.1 GENERAL**

The Company will provide the following services:

- Recording Service
- Billing Name and Address (BNA)

8.2 RECORDING SERVICE

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

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

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

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David Morken, President
Bandwidth.com CLEC, LLC
4001 Weston Parkway, Suite 100
Cary, North Carolina 27513

SECTION 8 - BILLING AND COLLECTION (CONT'D)**8.2 RECORDING SERVICE (Cont'd)**

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

8.2.1 Undertaking of the Company

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

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

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David Morken, President
Bandwidth.com CLEC, LLC
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Cary, North Carolina 27513

SECTION 8 - BILLING AND COLLECTION (CONT'D)

8.2 RECORDING SERVICE (Cont'd)

8.2.1 Undertaking of the Company (Cont'd)

- C. Recorded customer message detail which is used at the request of the customer to provide message processing and message bill processing service is not retained by the company for longer than 45 days. The rates for unbilled message detail and the billed message detail is retained for reference in place of the recorded customer message detail. For recorded customer message detail not used by message processing service at the customer's request, the company will make every reasonable effort to recover recorded customer message detail previously made available to the customer and make it available again for the customer. The charges as set forth in the rate schedule, following, will apply for all such detail provided. Such a request must be made within thirty (30) days from the date the details were initially made available to the customer.

8.2.2 Liability of the Company

Notwithstanding 8.2.1 preceding, the company's liability for recording service is as follows:

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

8.2.3 Obligations of the Customer

The customer shall order recording service under a special order.

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

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

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David Morken, President
Bandwidth.com CLEC, LLC
4001 Weston Parkway, Suite 100
Cary, North Carolina 27513

SECTION 8 - BILLING AND COLLECTION (CONT'D)**8.2 RECORDING SERVICE (Cont'd)****8.2.4 Payment Arrangements and Audit Provision****8.2.4.1 Notice and Scope**

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

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David Morken, President
Bandwidth.com CLEC, LLC
4001 Weston Parkway, Suite 100
Cary, North Carolina 27513

SECTION 8 - BILLING AND COLLECTION (CONT'D)**8.2 RECORDING SERVICE (Cont'd)****8.2.4 Payment Arrangements and Audit Provision****8.2.4.2 Payment of Expense**

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

8.2.4.3 Requests for Examinations

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

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

8.2.4.4 Audit Provision

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

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David Morken, President
Bandwidth.com CLEC, LLC
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Cary, North Carolina 27513

SECTION 8 - BILLING AND COLLECTION (CONT'D)

8.2 RECORDING SERVICE (Cont'd)

8.2.4 Payment Arrangements and Audit Provision (Cont'd)

8.2.4.5 Minimum Period and Minimum Monthly Charges

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

8.2.4.6 Changes to Special Orders

When a customer requests material changes to a pending special order for recording service, the pending special order will be canceled and the requested changes will be undertaken if they can be accommodated by the company under a new special order. A new special order charge will apply.

8.2.5 Rate Regulations

The special order charge as provided in Section 9.1.1.E applies for each special order accepted by the company for recording service or for a subsequently requested change.

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David Morken, President
Bandwidth.com CLEC, LLC
4001 Weston Parkway, Suite 100
Cary, North Carolina 27513

SECTION 8 - BILLING AND COLLECTION (CONT'D)

8.3 BILLING NAME AND ADDRESS SERVICE

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

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

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

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

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David Morken, President
Bandwidth.com CLEC, LLC
4001 Weston Parkway, Suite 100
Cary, North Carolina 27513

SECTION 8 - BILLING AND COLLECTION (CONT'D)**8.3 BILLING AND ADDRESS SERVICE_(CONT'D)**

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

8.3.1 Undertaking of the Company

- A. A request for information on over 100 and up to 500 telephone numbers should be mailed to the company. The company will provide the response by first class U.S. Mail within ten (10) business days.
- B. Upon receipt of a magnetic tape of recorded customer messages, the company will, at the request of the customer, provide BNA service on a mechanized basis. The tape of messages may be provided by the customer or, where the customer subscribes to recording service as set forth in 8.2 preceding, may be the output from that service. The company will enter the BNA information on the recorded message tape and send the tape to the customer by first class U.S. Mail. Other methods of delivering the data may be negotiated, and charges based on cost will apply.
- C. The company will provide a response to customer-provided tapes by mail within six (6) business days of receipt. The company will process and mail tapes which are the output of recording service every fifth business day.
- D. The company will specify the format in which requests and tapes are to be submitted.
- E. The BNA information will be provided for the calling number furnished to the extent a billing name and address exists in the company customer records information system, including non-published and non-listed numbers. If the billing name and address information for a specific calling number is confidential due to legal, national security, end user or regulatory imposed requirements, the company will provide an indicator on the confidential records.

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Bandwidth.com CLEC, LLC
4001 Weston Parkway, Suite 100
Cary, North Carolina 27513

SECTION 8 - BILLING AND COLLECTION (CONT'D)**8.3 BILLING AND ADDRESS SERVICE_(CONT'D)**

- F. The company will provide the most current BNA information resident in its database. Due to normal end user account activity, there may be instances where the BNA information provided is not the BNA that was applicable at the time the message was originated.

8.3.2 Obligations of the Customer

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

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**David Morken, President
Bandwidth.com CLEC, LLC
4001 Weston Parkway, Suite 100
Cary, North Carolina 27513**

SECTION 8 - BILLING AND COLLECTION (CONT'D)**8.3 BILLING AND ADDRESS SERVICE (CONT'D)****8.3.2 Obligations of the Customer (Cont'd)**

- E. When the customer orders BNA service for both interstate and intrastate messages, the projected percentage of interstate use must be provided in a whole number to the company. The company will designate the number obtained by subtracting the projected interstate percentage from 100 (*100-projected interstate percentage = intrastate percentage*) as the projected intrastate percentage. This whole number percentage will be used by the company to apportion the rates and nonrecurring charges between interstate and intrastate in those circumstances where the recorded message detail is not sufficient to permit the company to determine the appropriate jurisdiction. This percentage will remain in effect until a revised report is received as set forth below.

Effective on the first of January, April, July, and October of each year the customer may update the jurisdictional report. The customer shall forward to the company, to be received no later than 20 calendar days after the first of each such month, a revised report showing the interstate percentage of use for the past three months ending the last day of December, March, June, and September, respectively. Except where jurisdiction can be determined from the recorded message detail, the revised report will serve as the basis for the next three months billing and will be effective on the bill date in the following month (i.e. February, May, August, and November). No prorating or backbilling will be done based on the report. If the customer does not supply the report, the company will assume the percentages to be the same as those provided in the last quarterly report. For those cases in which a quarterly report has never been received from the customer, the company will assume the percentages to be the same as those provided in the order for service.

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

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Bandwidth.com CLEC, LLC
4001 Weston Parkway, Suite 100
Cary, North Carolina 27513

SECTION 8 - BILLING AND COLLECTION (CONT'D)**8.3 BILLING AND ADDRESS SERVICE (CONT'D)****8.3.3 Rate Regulations**

A. Service Implementation Charges as provided in Section 9.1.1.A apply for the initial establishment of BNA service on a manual basis, for the initial establishment of BNA service on a mechanized basis and for establishment of a master BNA list for a customer.

B. A Customer Message charge as provided in Section 9.1.7 applies for each request for BNA information for a telephone number or DTN number on a manual basis. A charge applies for each message processed to supply BNA information on a mechanized basis.

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

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

D. Usage for which the recorded message detail is insufficient to determine jurisdiction will be prorated by the company between interstate and intrastate. The percentages provided in the reports as set forth in 8.3.3.C preceding will serve as the basis for prorating the charges. The intrastate charges are determined as follows: For usage sensitive (i.e., requests or messages processed) chargeable rate elements, multiply the intrastate percent of messages times the stated tariff rate.

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

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in Case No. 07-839-TP-ACE

David Morken, President
Bandwidth.com CLEC, LLC
4001 Weston Parkway, Suite 100
Cary, North Carolina 27513

SECTION 9 – RATES AND CHARGES

9.1 Access Service

9.1.1 Service Orders

	<u>Nonrecurring Charge Per Line or Trunk</u>
(A) Service Implementation	
(1) Installation	\$50.00
(2) Access Order Charge	\$60.00
(B) Service Date Change	\$26.50
(C) Design Change	\$58.00
(D) Service Cancellation	\$100.00
(E) Special Order Charge	\$100.00

9.1.2 Carrier Common LinePer Access Minute

Originating	\$0.000000
Terminating	\$0.000000

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Bandwidth.com CLEC, LLC
4001 Weston Parkway, Suite 100
Cary, North Carolina 27513

INTRASTATE ACCESS SERVICES

SECTION 9 – RATES AND CHARGES, (CONT'D.)

9.1 ACCESS SERVICE, (CONT'D.)

9.1.3 Local Transport

(D)

(D)

INTRASTATE ACCESS SERVICES

SECTION 9 – RATES AND CHARGES, (CONT'D.)

9.1 ACCESS SERVICE, (CONT'D.)

9.1.3 Local Transport, (Cont'd.)

(A) Common Transport

(T)

(1) AT&T Territory

(T)

(D)

|

(D)

Tandem Switched Transport, per access minute

(T)

Termination

Note 1

Facility, per mile

Note 1

(T)

Tandem Switching, per access minute

Note 1

(T)

(D)

(2) Frontier Territory

(N)

Tandem Switched Transport, per access minute

Termination

Note 1

Facility, per mile

Note 1

|

|

|

|

Tandem Switching, per access minute

Note 1

(N)

Note 1: The Company's switched access rates mirror the current intrastate switched access rates of the underlying Incumbent Local Exchange Company (ILEC) which serve the territory in which the traffic originates or terminates, as set forth in AT&T Ohio PUCO Tariff No. 20, Part 21 and Frontier North PUCO Tariff No. 2

(N)

|

|

(N)

INTRASTATE ACCESS SERVICES

SECTION 9 – RATES AND CHARGES, (CONT'D.)

9.1 ACCESS SERVICE, (CONT'D.)

9.1.4 Local Switching

A.	AT&T Territory		(T)
	Per Access Minute	Note 1	(T)
	DS3 Trunk port, per port	Note 1	(N)
B.	Frontier Territory		(N)
	Per Access Minute	Note 1	(N)
	DS3 Trunk port, per port	Note 1	(N)

9.1.5 Toll Free 8YY Data Base Access Service

	Basic Toll Free 8YY Access Query		(T)
	AT&T Territory - Per Query	Note 1	(T)
	Frontier Territory – Per Query	Note 1	(N)
	Toll Free 8YY Data Base Access Service Vertical Feature Package		(N)
	AT&T Territory	Note 1	
	Frontier Territory	Note 1	(N)

9.1.6 Toll Free 8YY Switched Access Service

	Originating from the Company’s End Users: Local Switching Access Service – Direct Connection or – Indirect Connection rates will apply, as appropriate, as specified in Section 3.6.		(N)
			(N)
	Originating from parties that are not the Company’s End Users: Tandem Switching Service rate will apply, as specified in Section 3.6.		(N)
			(N)

(D)
(M)
|
(M)

Note 1: The Company’s switched access rates mirror the current intrastate switched access rates of the underlying Incumbent Local Exchange Company (ILEC) which serve the territory in which the traffic originates or terminates, as set forth in AT&T Ohio PUCO Tariff No. 20, Part 21 and Frontier North PUCO Tariff No. 2.

Material previously located on this page has been moved to page 77.

INTRASTATE ACCESS SERVICES

SECTION 9 – RATES AND CHARGES, (CONT'D.)

9.1 ACCESS SERVICE, (CONT'D.)

9.1.7 Billing and Collection (M)

Recording, per customer message	\$.035	
BNA Service Establishment Charge	\$145.00 (Non-recurring)	
Query Charge per Telephone Number	\$014	(M)

9.1.8 Presubscription (T)

(A)	Authorized PIC Change ¹		
	- Manual	\$5.00	(T)
	- Electronic	\$1.25	(R)
(B)	Unauthorized PIC Change	\$18.00	

(D)

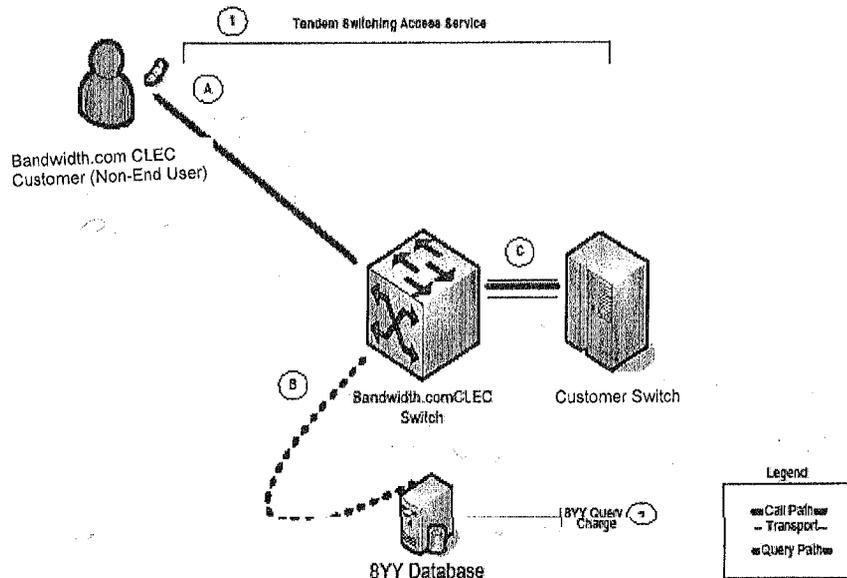
¹ If a subscriber changes both the InterLata and IntraLata presubscribed interexchange carrier at the same time, 50% of the otherwise applicable IntraLata presubscription change charge will apply. (C)
(C)

Material located on this page was previously located on page 76.

INTRASTATE ACCESS SERVICES

SECTION 10 – CALL FLOW DIAGRAMS

Tandem Switching Access Service (Originating and Terminating)



Originating Call Flow:

- A. Bandwidth.com CLEC's Non-End User Customer delivers long distance call to Bandwidth.com CLEC's switch
- B. If 8YY call, Bandwidth.com CLEC's Switch looks up the Customer that should receive the call
- C. Call is routed to Customer switch from Bandwidth.com CLEC

Originating Charges:

- Bandwidth.com CLEC charges the Customer (1) Tandem Switching Access Service, which is comprised of a) tandem switching, b) tandem termination, and c) tandem facility mileage.
- 8YY Query Charge, as applicable
- Additional charges may apply depending upon whether the Customer connects directly to Bandwidth.com CLEC or if call must be routed through the ILEC Access Tandem to Customer.

Terminating Call Flow

- C. Customer delivers terminating long distance call to Bandwidth.com CLEC switch
- A. Call is routed to Bandwidth.com's CLEC Non-End User Customer.

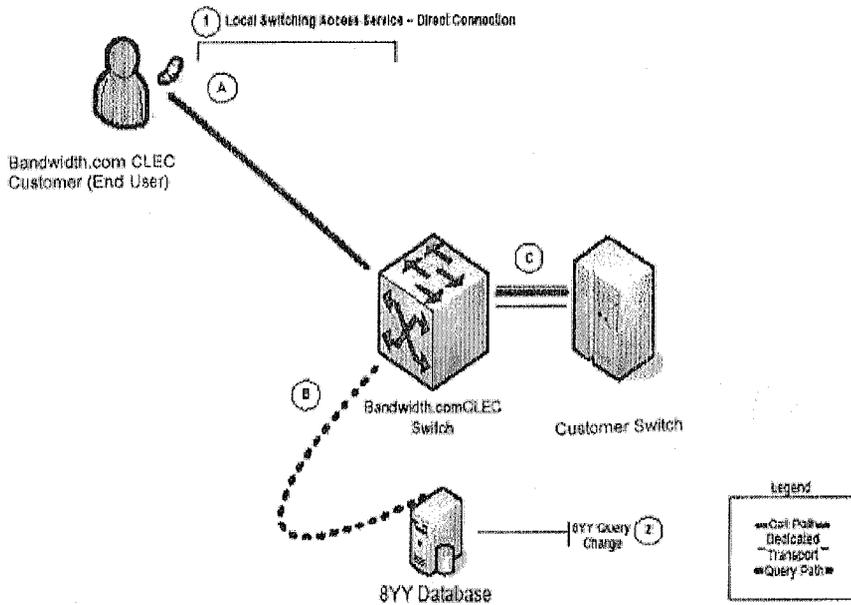
Terminating Charges:

- Bandwidth.com CLEC charges the Customer for (1) Tandem Switching Access Service, which is comprised of a) tandem switching, b) tandem termination, and c) tandem facility mileage.
- Additional charges may apply depending upon whether the Customer connects directly to Bandwidth.com CLEC or if call must be routed through an ILEC Access Tandem to Bandwidth.com CLEC.

INTRASTATE ACCESS SERVICES

SECTION 10 – CALL FLOW DIAGRAMS, (CONT'D.)

Local Switching Access Service – Direct Connection (Originating and Terminating)



Originating Call Flow:

- A. Bandwidth.com CLEC's End User places a long distance call that is routed to the Bandwidth.com CLEC switch.
- B. If 8YY call, Bandwidth.com CLEC Switch looks up the Customer that should receive the call
- C. Call is routed to the Customer over dedicated transport

Originating Charges:

- Bandwidth.com CLEC charges the Customer (1) Local Switching Access Service, which is comprised of a) end office switching, and b) DS3 trunk port charge, where applicable; and (2) 8YY Query Charge, as applicable
- Customer is responsible for providing or ordering DS3 facility to Bandwidth.com CLEC's point of presence in the access tandem serving area.

Terminating Call Flow

- C. Customer delivers terminating long distance call to Bandwidth.com CLEC over DS3 facility
- A. Call is routed to Bandwidth.com CLEC's End User.

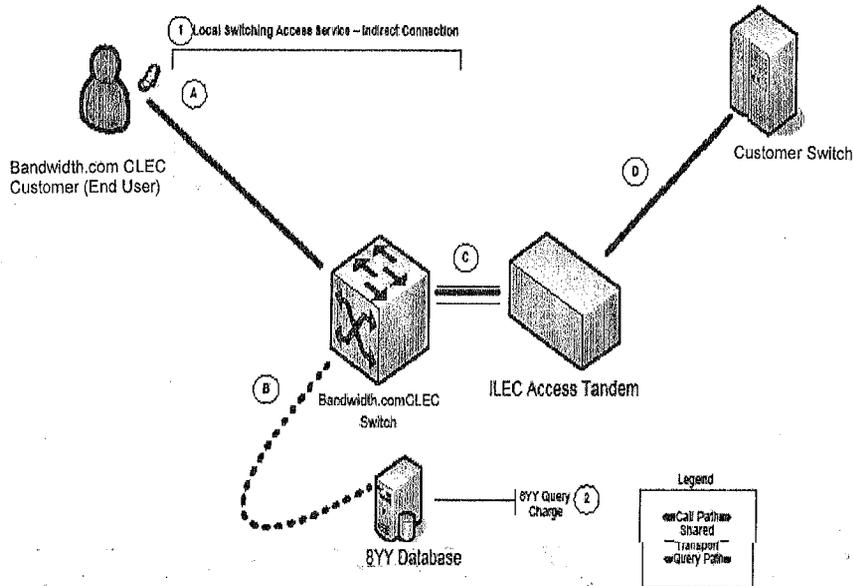
Terminating Charges:

- Bandwidth.com CLEC charges the Customer for (1) Local Switching Access Service, which is comprised of a) end office switching, and b) DS3 Trunk port charge, where applicable
- Customer is responsible for providing or ordering DS3 facility to Bandwidth.com CLEC's point of presence in the access tandem serving area.

INTRASTATE ACCESS SERVICES

SECTION 10 – CALL FLOW DIAGRAMS, (CONT'D.)

Local Switching Access Service Indirect Connection (Originating and Terminating)



Originating Call Flow:

- A. Bandwidth.com CLEC's End User places a long distance call that is routed to the Bandwidth.com CLEC switch.
- B. If 8YY call, Bandwidth.com CLEC Switch looks up the Customer that should receive the call
- C. Call is routed ILEC Access Tandem of shared transport
- D. ILEC routes call to the Customer

Originating Charges:

- Bandwidth.com CLEC charges the Customer (1) Local Switching Access Service – Indirect Connection, which is comprised of a) end office switching, b) tandem termination, and c) tandem facility mileage, and (2) 8YY Query Charge, as applicable.
- Additional charges may apply per ILEC tariff for functions performed by ILEC, depending on arrangement with Customer and ILEC providing access tandem.

Terminating Call Flow

- D. Customer delivers terminating long distance call to ILEC Access Tandem for routing to Bandwidth.com CLEC End User
- C. ILEC Access Tandem routes call over Shared Transport to Bandwidth.com CLEC switch
- A. Call is routed to Bandwidth.com CLEC's End User.

Terminating Charges:

- Bandwidth.com CLEC charges the Customer for (1) Local Switching Access Service – Indirect Connection, which is comprised of a) end office switching, b) Tandem Termination, and c) tandem facility mileage
- Additional charges may apply per ILEC tariff for functions performed by ILEC