## TERMS, CONDITIONS, RATES AND CHARGES

Applying to the provision of

LOCAL EXCHANGE SERVICES

in the State of

Оню

THIS TARIFF, QWEST COMMUNICATIONS CORPORATION (LOCAL EXCHANGE SERVICES TARIFF NO. 8) SUPERCEDES IN ITS ENTIRETY THE QWEST COMMUNICATIONS CORPORATION (LOCAL EXCHANGE SERVICES TARIFF NO. 4 AND NO. 6).

ISSUED: March 31, 2008 EFFECTIVE: April 1, 2008

ISSUED BY: Jeffrey P. Wirtzfeld

Regional Director – Public Policy

1801 California Street Denver, CO 80202

## 1.1 APPLICATION OF TARIFF

This Tariff contains the regulations, terms, conditions, rates and charges applicable to intrastate exchange and network services and equipment furnished by Qwest Communications Corporation, hereinafter referred to as the Company, within the state of Ohio.

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#### 1.3 **EXPLANATION OF CHANGE SYMBOLS**

SYMBOL	EXPLANATION
(C)	To signify changed term or condition
(D)	To signify discontinued material
(I)	To signify rate increase
(M)	To signify material moved from or to another part of the Tariff with no change, unless there is another change symbol present
(N)	To signify new material
(R)	To signify rate reduction
(T)	To signify a change in text but no change in rate, term or condition

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#### 1.4 TRADEMARKS, SERVICE MARKS AND TRADE NAMES

Marks are identified in text throughout this document in all caps and italics, e.g., QWEST.

MARK	OWNER
QWave®	Qwest Communications International Inc.
QWEST®	Qwest Communications International Inc.
Qwest Loyal Advantage <sup>TM</sup>	Qwest Communications International Inc.
Qwest Total Advantage®	Qwest Communications International Inc.
worldcard®	Qwest Communications International Inc.

#### 2.1 **DEFINITIONS**

#### **Customer Provided Accessories**

Devices which are mechanically attached to, or used with, the facilities furnished by the Company and which are independent of, and not electrically, acoustically, or inductively connected to, the communications path of the telecommunications system.

### Authorized User

A person, firm, corporation or other entity that either is authorized by the customer to use local exchange services or is placed in a position by the customer, either through acts or omissions, to use local exchange services.

## Company

Qwest Communications Corporation (Qwest) or (QCC).

## Contractual Service Agreement

Each Contractual Service Agreement is an individually negotiated contract offering tailored to meet the telecommunications needs of the customer(s) for whom the offering was designed. Each Contractual Service Agreement contains a service, or combination of services, and includes supplemental terms and conditions, including without limitation, prices, waivers and alternative pricing structure based upon volume, term, utilization and other needs related to the provision and receipt of telecommunication service(s) under this Tariff: special provisioning flexibility; special network monitoring; special outage credit provisions; special "turnkey" operation; and other specially developed features, functionalities or undertakings. A Contractual Service Agreement may also address, or be responsive to special competitive conditions that exist at the time a Contractual Service Agreement is agreed to between the Company and a customer.

Unless otherwise specifically provided for under each Option set forth in this Tariff, each Option is available to all similarly situated customers and will be provided pursuant to the identical or substantially similar terms and conditions.

## 2.1 **DEFINITIONS (Cont'd)**

#### Contributory Services

Those services that contribute towards the overall commitment but are not discountable according to the master discount schedule (i.e. Qwest Total Advantage). By contributing towards the overall commitment level, these services will increase the discount level that is applied to the Discount Eligible category of services under the contract. These services will continue to receive discounts as designated in individual service contracts. Contribution levels will be based on Monthly Recurring Charges (MRCs) for these services.

### Customer Provided Equipment (CPE)

Telecommunication devices, equipment, and associated wiring located on the customer's side of the protector/Standard Network Interface (SNI).

#### Customer

The individual, partnership, association, corporation, etc., who contracts for telephone service, communication services and/or facilities and is responsible for the payment of charges and compliance with the tariff rules, regulations and provisions set forth herein.

#### Discount Eligible Service

Discount Eligible Services contribute toward the overall commitment level (i.e. Qwest Total Advantage). Discount eligible products that bill on the same billing system can aggregate towards predetermined discount levels, meaning the more spent on this common group of products, the higher the customer's discount will be. Contribution levels will be based on monthly recurring charges (MRCs), counted towards the contract commitment levels and receive term and volume discounts where applicable.

#### **Grandfathered Service**

Service that is no longer offered to new applicants, but may continue for existing customers who had the service prior to a specific date.

## 2.1 **DEFINITIONS (Cont'd)**

## Service Address

The service address is the location where the customer receives the Company provided service.

#### Service Commencement Date

The first day following the date on which the Company notifies the customer that the requested service or facility is available for use, unless extended by the customer's refusal to accept service which does not conform to standards set forth in the Service Order or this Tariff, in which case the Service Commencement Date is the date of the customer's acceptance of service. The parties may mutually agree on a substitute Service Commencement Date. A customer may not unreasonably refuse to accept service.

### Standard Network Interface (SNI)

The point of connection between the customer and the Company's services which are located at the customer's premises at a place deemed necessary by the Company in order to insure transmission quality and which is readily accessible to the customer.

## Telecommunications Service Priority (TSP)

Denotes the regulatory, administrative and operational system developed by the Federal Government to ensure priority provisioning and/or restoration of National Security Emergency Preparedness (NSEP) telecommunications services. The Federal Communications Commission defines NSEP telecommunications services as those services which are used to maintain a state of readiness or to respond to and manage any event or crisis, which causes or could cause harm to the population, damage to or loss of property, or degrades or threatens the NSEP posture of the United States.

#### **Termination Charge**

The nonrecurring charge applicable when an agreement for service is terminated by the customer before the expiration of the minimum agreement period.

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#### 2.2 UNDERTAKING OF THE COMPANY

#### 2.2.1 **SCOPE**

- A. The Company undertakes to furnish communications service in connection with one-way and/or two-way information transmission between points within the State of Ohio under the terms of this Tariff.
- B. The Company shall be responsible only for the installation, operation and maintenance of the services, which it provides.
- C. The Company will, for maintenance purposes, test its services only to the extent necessary to detect and/or clear troubles.
- D. Services are provided 24 hours daily, seven days per week, except as set forth in other applicable sections of this Tariff.
- E. The Company does not warrant that its facilities and services meet standards other than those established for the service.
- F. The Company will provide the customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventive maintenance. Generally, such activities are not specific to any individual customer but affect many customers' services. No specific advance notification period is applicable to ally service activities. The Company will work cooperatively with the customer to determine the reasonable, notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the customer may not be possible.

## 2.2 UNDERTAKING OF THE COMPANY (Cont'd)

#### 2.2.2 LIMITATIONS

- A. The furnishing of service under this Tariff is subject to the provisions of this Tariff and the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as the facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.
- B. The customer may not assign or transfer the use of services provided under this Tariff without the prior written consent of the Company.
- C. The customer may not, nor may the customer permit others to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities or equipment installed by the Company, except upon written consent of the Company.
- D. The customer has no property right in the telephone number nor any right to continuance of service through any particular Central Office (CO), and the Company may change the telephone number or CO designation of a customer whenever it considers it desirable in the conduct of its business.
- E. The services the Company offers shall not be used for any unlawful purpose or for any use as to which the customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- F. The Company may require a customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

## 2.2 UNDERTAKING OF THE COMPANY (Cont'd)

#### 2.2.3 LIABILITY OF THE COMPANY

- A. Except as otherwise provided herein, no liability for indirect, incidental or consequential damages shall attach to the Company, its agents, servants or employees, for damages or costs arising from errors, mistakes, omissions, interruptions, failures, delays, or defects or malfunctions of equipment or facilities, in the course of establishing, furnishing, maintaining, rearranging, moving, terminating, or changing the service or facilities (including the obtaining or furnishing of information in respect thereof or with respect to the customer or users of the service or facilities) in the absence of willful and wanton conduct or gross negligence, whether a claim for such liability is premised upon breach of contract, breach of warranty, fulfillment of warranty, negligence, strict liability, misrepresentation, fraud, or any other theories of liability.
- B. The remedies set forth herein shall not be exclusive and the Company at all times shall be entitled to all rights available to it under either law or equity.
- C. The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including, but not limited to: acts of God, fire, flood, explosion or other catastrophes; and law, order, regulation, direction, action or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of these federal, state or local governments, or of any military authority, preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-or-way or materials, or strikes, lockouts, work stoppages, or other labor difficulties.
- D. The Company is not liable for any act or omission of any entity furnishing facilities or services connected with or provided in conjunction with the services of the Company.
- E. The Company shall not be liable for any damages or losses due to the fault of negligence of the customer or due to the failure of malfunction of customer-provided equipment or facilities.

## 2.2 UNDERTAKING OF THE COMPANY

## 2.2.3 LIABILITY OF THE COMPANY (Cont'd)

- F. The Company shall be indemnified and held harmless by any subscriber, user or by any other entity against claims for libel, slander or the infringement of copyright arising from the material transmitted over its services; and against all other claims arising out of any act or omission of a subscriber or of any other entity in connection with the services provided by the Company.
- G. The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by customer for the specific services giving rise to the claim, and no such action or preceding against the Company shall be commenced more than one year after the service is rendered.
- H. The Company makes no warranties or representations, express or implied, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.
- I. The Company shall not be liable to a customer or service user or any other person, firm, entity, for any failure to perform its obligations under this Tariff due to any cause or causes beyond its reasonable control, which is not the direct result of the Company's gross negligence or willful misconduct.

# 2.2 UNDERTAKING OF THE COMPANY2.2.3 LIABILITY OF THE COMPANY (Cont'd)

- J. The Company does not guarantee nor make any warranty with respect to service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations. The customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the customer or by any other party, for any personal injury to, or death of, any person or persons, or for any loss, damage or destruction of any property, whether owned by the customer or others, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, locations or use of service furnished by the Company at such locations.
- K. The Company shall not be liable for the customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, or materials and supplies, for interconnection of the terminal equipment or communications system of the customer, or any third party acting as its agent, to the Company's network. The customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with the Company's service, that the signals emitted into the Company's network are of proper mode, band-with, power, data speed, and signal level for the intended use of the customer and that the signals do not damage Company equipment, injure its personnel or degrade service to other customers.

If the customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Company equipment, personnel, or the quality of service to other customers, the Company may, upon written notice, require the use of protective equipment at the customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the customer's service without liability.

## 2.2 UNDERTAKING OF THE COMPANY 2.2.3 LIABILITY OF THE COMPANY (Cont'd)

- L. With Respect to Emergency Number 911 Service:
  - 1. This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the customer or by any other party or person for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of this service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this service.
  - 2. The Company is not responsible for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 service features and the equipment associated therewith, or by any services furnished by the Company including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 service, and which arise out of the negligence or other wrongful act of the Company, the customer, its users, agencies or municipalities, or the employees or agents of any one of them.
- M. The Company's liability arising from errors or omissions in Directory Listings, other than charged listing, shall be limited to the amount of actual impairment of the customer's service and in no event shall exceed one-half the amount of the fixed monthly charges applicable to exchange service affected during the period covered by the directory in which the error or omission occurs. In cases of charged Directory Listings, the liability of the Company shall be limited to an amount not exceeding the amount of charges for the charged listings involved during the period covered by the directory in which the error or omission occurs.

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## 2.2 UNDERTAKING OF THE COMPANY2.2.3 LIABILITY OF THE COMPANY (Cont'd)

- N. In conjunction with a non-published telephone number, as described in 106.2.E., following, the Company will not be liable for failure or refusal to complete any call to such telephone when the call is not placed by number. The Company will try to prevent the disclosure of the number of such telephone, but will not be liable should such number be divulged.
- O. When a customer with a non-published telephone number, as defined herein, places a call to the Emergency 911 Service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for the Emergency 911 Service, upon request of such governmental authority. By subscribing to service under this Tariff customer acknowledges and agrees with the release of information as described above.
- P. The Company shall not be liable for any act or omission concerning the implementation of Presubscription, as defined herein.
- Q. Neither the Company nor any of its agents, contractors or other persons retained by the Company shall be liable to any customer for: (i) any loss relating to or arising out of THIS AGREEMENT, whether in contract, tort or otherwise, that exceeds the amount the Company would have charged the applicable customer for the service that gave rise to such loss; and, (ii) any Consequential Damages (defined as indirect, special, consequential, incidental or punitive damages, including but not limited to loss of anticipated profits or revenue or other economic loss in connection with or arising from anything said, omitted or done).

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## 2.2 UNDERTAKING OF THE COMPANY (Cont'd)

#### 2.2.4 TERMS AND CONDITIONS

- A. Except as otherwise provided herein, service is provided on the basis of a minimum period of at least one month, and shall continue to be provided until canceled by the customer, in writing, on not less than 30 days notice. Unless otherwise specified herein, for the purpose of computing charges in this Tariff, a month is considered to have 30 days. All calculations of dates set forth in this Tariff shall be based on calendar days, unless otherwise specified herein.
- B. Customers may be required to enter into written Service Orders which shall contain or reference the name of the customer, a specific description of the service ordered, the rates to be charged, the duration of the services and the terms and conditions in this Tariff.
- C. At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon 30 days written notice. Any termination shall not relieve customer of its obligation to pay any charges incurred under the Service Order and this Tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the Service Order shall survive such termination.

# 2.2 UNDERTAKING OF THE COMPANY 2.2.4 TERMS AND CONDITIONS (Cont'd)

- D. This Tariff shall be interpreted and governed by the laws of the State of Ohio without regard for its choice of laws provision.
- E. The customer has no property right to the Telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, assigned to the customer, whenever the Company deems it necessary to do so in the conduct of its business.
- F. The customer agrees to operate Company-provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void Company liability for interruption of service and may make the customer responsible for damage to equipment pursuant to G., below.
- G. The customer agrees to return to the Company all Company-provided equipment delivered to the customer within five (5) days of the termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to customer's failure to comply with this provision.

## 2.2 UNDERTAKING OF THE COMPANY (Cont'd)

## 2.2.5 Provisions Of Equipment And Facilities

- A. The Company shall use reasonable efforts to make available services to a customer on or before a particular date, subject to the provisions of and compliance by the customer with the regulations contained in this Tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to a customer.
- B. The Company shall use reasonable efforts to maintain facilities and equipment that it furnishes to the customer. The customer may not, nor may customer permit others to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- C. Equipment the Company provided or installs at the customer premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company has provided it.
- D. The Company shall not be responsible for the installation, operation, or maintenance of any customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this Tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this Tariff and to the maintenance and operation of such facilities. Beyond this responsibility, the Company shall not be responsible for:
  - 1. The transmission of signals by customer provided equipment or for the quality of, or defects in, such transmission; or
  - 2. The reception of signals by customer provided equipment; or
  - 3. Network control signaling where such signaling is performed by customerprovided network control signaling equipment.

## 2.2 UNDERTAKING OF THE COMPANY

## 2.2.5 PROVISIONS OF EQUIPMENT AND FACILITIES (Cont'd)

- E. At the customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in unusual locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.
- F. Title to all facilities provided in accordance with this Tariff remains in the Company, its agents or contractors.
- G. Neither the Company nor the customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (a) to any subsidiary, parent company or affiliate of the Company (b) pursuant to any sale or transfer of substantially all assets of the Company; (c) pursuant to any financing, merger or reorganization of the Company.

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### 2.3 ESTABLISHING AND FURNISHING SERVICE

#### 2.3.1 APPLICATION FOR SERVICE

#### A. Refusal

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 furnished, until the indebtedness is satisfied. The Company may refuse to furnish or may deny service to any person, business or entity on whose premises exists any telecommunications related facility which shows any evidence of tampering, manipulating, or operation, or use of any device whatsoever, for the purpose of obtaining service without payment of the charges applicable to the service rendered. The Company may refuse to offer service where, in the Company's judgment, a service cannot reasonably be made available to a customer.

#### B. Cancellations and Deferments

When the Company advises a customer that ordered services are available on the requested due date, and the customer is unable or unwilling to accept service at that time, the facilities will be held available for the customer for a 30 calendar day grace period. If after 30 calendar days the customer still has not accepted service, the customer will be contacted and regular monthly billing for the ordered service shall begin if the customer requests that facilities continue to be held for their future use. Otherwise the facilities will be released for other service order activity, and cancellation charges (nonrecurring charges that would have applied had the service been installed) shall be applied.

## C. Use of Service

## 1. Limitation on Use

Service is furnished to the customer for use only by the customer or by employees or representatives of the customer or by other users authorized by the customer. When the general service to the public is impaired or in the Company's opinion is reasonably likely to be impaired by a customer's use of exchange service, the Company shall have the right to require the customer to contract for and properly maintain as many additional access lines as are needed to adequately serve the customer's requirements, or to discontinue the service of the customer in question.

## 2.3 ESTABLISHING AND FURNISHING SERVICE (Cont'd)

#### 2.3.2 OBLIGATION TO FURNISH SERVICE

- A. Facilities and lines furnished by or through the Company on the premises of a customer, authorized user or agent of the customer are the property of the Company and are provided upon the condition that such facilities and lines must be installed, relocated, rearranged and maintained by the Company, and that the Company's employees and agents may enter said premises at any reasonable hour to test and inspect such facilities and lines in connection with such purposes, or upon termination or cancellation of the service, to remove such facilities and lines.
- B. The Company's obligation to furnish service or to continue to furnish service is dependent on its ability to obtain, retain and maintain suitable rights and facilities, and to provide for the installation of those facilities required incident to the furnishing and maintenance of that service.
- C. The Company's obligation to furnish service or to continue to furnish service is dependent on the customer's prompt payment record with the Company and its actual payments for existing service. For a new customer, it is based on credit worthiness, which will be determined in an equitable and nondiscriminatory manner.

#### 2.3.3 LIMITED COMMUNICATION

The Company reserves the right to limit use of communication services when emergency conditions cause a shortage of facilities.

#### 2.3.4 PAYMENT ARRANGEMENTS

The customer is responsible for payment of all charges for services furnished by the Company to the customer and/or authorized users. This responsibility is not changed by virtue of any use, misuse, or abuse of the customer's service or customer-provided equipment or facilities by third parties, including, without limitation, the customer's employees or the public.

## 2.3 ESTABLISHING AND FURNISHING SERVICE (Cont'd)

### 2.3.5 SPECIAL SERVICES

#### A. Work On Customer's Premises

It is contemplated that all work on customers' premises can be performed during regular working hours. If a customer requests that work be performed during hours which results in overtime or premium rates of pay, a charge may apply in addition to other rates and charges which may be applicable, based on the amount of overtime or premium time required, as determined on an individual case basis.

It is also contemplated that all installation, removals, service connections, moves and changes requested by a customer be performed without the Company incurring unusual costs. If a customer requests that work be performed in a special manner or at a special time which results in unusual costs, a charge equal to the amount of unusual costs may apply in addition to other applicable rates and charges, as determined on an individual case basis.

## B. Special Arrangements

- 1. The rates and charges quoted in this Tariff contemplate the use of standard arrangements, that is, the arrangement normally used by the Company to provide the type of service involved.
- 2. For special service arrangements to be provided by this Company, and not specifically covered in this Tariff, monthly rates and the one-time charges, such as installation, nonrecurring and construction charges will apply based on the circumstances in each case.
- 3. These special equipment and service items will be provided whenever, in the judgment of the Company, there is a valid reason for providing the service requested. In such cases, the Company reserves the right to require an initial contract period longer than one (1) month at the same location.

# 2.3 ESTABLISHING AND FURNISHING SERVICE SPECIAL SERVICES (Cont'd)

## C. Special Promotions

The Company may, from time to time, offer promotional programs for its services which may include waiving or reducing the applicable rates and charges for the promoted service. The promotional offerings may be limited as to the duration, the date, and times of the offerings and the locations where the offerings are made or other reasonable limitations. The Company may also offer incentives, benefits or gifts to customers to encourage the purchase or retention of any such service or product.

#### D. Individual Case Basis

In lieu of the rates otherwise set forth in this Tariff, rates and charges including installation, special construction and recurring charges for Company services may be established at negotiated rates on an ICB, taking into account the nature of the facilities and services, the costs of construction and operation, and the length of service commitment by the customer. Such arrangements shall be considered special pricing arrangements, the terms of which will be set forth in individual contracts. Special pricing arrangement rates or charges will be made available to similarly situated customers on equal terms and conditions.

ISSUED: March 31, 2008 EFFECTIVE: April 1, 2008

ISSUED BY: Jeffrey P. Wirtzfeld Regional Director – Public Policy 1801 California Street Denver, CO 80202

## 2.3 ESTABLISHING AND FURNISHING SERVICE (Cont'd)

#### 2.3.6 TERMINATION OF SERVICE

#### A. Initial Service Periods

- 1. The initial service period for service and facilities is one month (30 days), except as otherwise specified.
- 2. Initial service periods for service or facilities of any class will be greater than those specified herein whenever that is required in order for the Company to protect itself from making an unwarranted investment because the customer's location or the character of the service required is such that upon termination of the customer's contract the facilities which have been constructed or installed to render the service are not likely to be useful for furnishing service to any other customer.
- 3. Service may be terminated prior to the expiration of the initial service period upon payment of all charges due for service which has been furnished plus the termination charges as specified in this Tariff, or in the terms of the service agreement. In the case of service for which the initial period is one month, the charges due are for the balance of the month.

#### B. Termination Liability/Waiver Policy

Services provided via service agreements may include the Termination Liability/Waiver Policy. This policy applies only to services that specifically reference this Termination Liability/Waiver Policy as described in the Tariff.

- 1. Minimum Billing Level will be established for use in calculating discontinuance charges. The Minimum Billing Level is 100% percent of the total monthly rates for the service provided under the terms of the customer's service agreement, unless otherwise specified.
- 2. Minimum Service Period is the period of time that the factor of the Termination Liability Charge would apply.

## 2.3 ESTABLISHING AND FURNISHING SERVICE

#### 2.3.6 TERMINATION OF SERVICE

- B. Termination Liability/Waiver Policy (Cont'd)
  - 3. If the customer chooses to completely discontinue service, at any time during the term of the agreement, a termination charge will apply, unless the customer satisfies the conditions specified in the Waiver Policy. The termination charge is 100% of the rates for the Minimum Service Period, if applicable, plus the Minimum Billing Level multiplied by the termination liability percentage of 50% or the rate specified in the service agreement, for the remaining term of the agreement.[1]
  - 4. If the customer discontinues a portion of their service, and that causes the customer's monthly billing level to fall below the Minimum Billing Level of the agreement, a termination charge will apply to the portion of the service agreement that is below the Minimum Billing Level.

## 5. Waiver Policy

A termination charge will be waived when the customer discontinues their contracted service(s), provided all of the following conditions are met:

- The customer signs a new service agreement for any other Company provided service(s);
- Both the existing and the new service(s) are provided solely by the Company;
- The order to discontinue the existing service(s) and the order to establish the new service(s) are received by the Company at the same time;
- The new service(s) installation must be completed within thirty calendar days of the disconnection of the old service(s), unless the installation delay is caused by the Company;

[1] For example: Customer disconnecting in month 12 of a 36 month agreement with MRC of \$100. Termination charge is \$100 (minimum billing level) x 24 months (minimum service period) x 50% (Termination Liability Percentage) = \$1,200.

## 2.3 ESTABLISHING AND FURNISHING SERVICE

#### 2.3.6 TERMINATION OF SERVICE

B.5. (Cont'd)

- The total value of the new service agreement(s), excluding any special construction charges and any other nonrecurring charges, is equal to or greater than 100% of the remaining value of the existing agreement(s);
- A new minimum service period goes into effect when the new service agreement term begins;
- The customer agrees to pay any previously billed, but unpaid recurring, and any outstanding nonrecurring charges. The charges cannot be included as part of the new service agreement;
- All applicable nonrecurring charges will be assessed for the new contracted service(s).

## 6. Early Termination

Inclusion of early termination liability by the Company in its tariff or a contract does not constitute a determination by the Commission that the termination liability imposed by the Company is approved or sanctioned by the Commission. Customers shall be free to pursue whatever legal remedies they may have should a dispute arise.

#### C. Cancellation of Applications For Service

The following provisions shall apply to all service, except, with respect to residential service, to the extent, if any, inconsistent with Commission regulations which shall in any event apply to residential service.

D. Unless the Company breeches its obligations, applications for service are noncancellable after 72 hours, unless the Company otherwise agrees. Where the Company permits customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified in E., following.

# 2.3 ESTABLISHING AND FURNISHING SERVICE 2.3.6 TERMINATION OF SERVICE (Cont'd)

- E. Where prior to cancellation by the customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of service ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the customer had service begun.
- F. The special charges described D. and E., preceding, will be calculated and applied on a case-by-case basis.
- G. Cancellation of Service by the Customer

If a customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in 2.3.8, following), customer agrees to pay to Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and payable within the period set forth in 2.4.5, following, all costs, fees and expenses incurred in connection with:

- 1. All non-recurring charges reasonably expended by the Company to establish service to customer, plus
- 2. Any disconnection, early cancellation or termination charges reasonable incurred and paid to third parties by Company on behalf of customer, plus
- 3. All recurring charges specified in the applicable Service Order Tariff for the balance of the then current term.

## 2.3 ESTABLISHING AND FURNISHING SERVICE (Cont'd)

#### 2.3.7 TERMINATION OF SERVICE – COMPANY INITIATED

- A. The Company may terminate service, with a seven (7) day notice, for the following reason:
  - 1. Nonpayment
  - a. Any sum due the Company beyond the payment due date.
- B. The Company may disconnect without notice for the following reasons:
  - 1. Fraudulent Service

If the Company determines service was obtained fraudulently or without the authorization of the Company or is being used for, or suspected of being used for, fraudulent purposes.

- 2. If a safety condition exists that is immediately dangerous or hazardous to life, physical safety, or property.
- 3. Upon order by an appropriate court, the Commission or any other duly authorized public authority.
- 4. If service, having been properly disconnected, has been restored by someone not authorized by the Company and the original cause for disconnect has not been cured.
- 5. Violation of any Commission rule or effective tariff(s) that may adversely affect the safety of any person or the integrity of the Company's service.

## 2.3 ESTABLISHING AND FURNISHING SERVICE

#### 2.3.7 TERMINATION OF SERVICE – COMPANY INITIATED

- B. (Cont'd)
  - 6. Failure to comply with municipal ordinances or other laws pertaining to telecommunications service that may adversely affect the safety of any person or the integrity of the Company's service.
  - 7. Failure of the customer to permit the Company reasonable access to its facilities or equipment.
- C. Nonrecurring Charge For Restoration of Service

A reconnection fee per occurrence may be charged when service is re-established for customers who have been suspended for non-payment, and is payable at the time that the restoration of suspended service and facilities is arranged. If a customer's premises visit is required, an additional fee may be charged.

#### 2.3.8 Interruption Of Service

- A. After an interruption or outage of local service of more than 24 hours, the Company shall refund a portion of the monthly charge for the number of days without service.
- B. The allowance described above is not applicable when service is interrupted by the negligence or willful act of the customer to service or where the Company, under the terms of the contract for service, suspends or terminates service for nonpayment of charges, or for unlawful or improper use of the facilities or service, or for another reason provided for in the filed and effective tariff.

# 2.3 ESTABLISHING AND FURNISHING SERVICE 2.3.8 INTERRUPTION OF SERVICE (Cont'd)

### C. Limitations On Allowances

No credit allowance will be made for:

- interruptions due to the negligence of, or noncompliance with the provisions of this Tariff by, the customer, Authorized User, Joint-User, or other common carrier providing service connected to the service of Company;
- interruptions due to the negligence of any person other than the Company including, but not limited to, the customer or other common carriers connected to the Company's facilities;
- interruptions due to the failure or malfunction of non-Company equipment;
- interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- interruptions of service during a period in which the customer continues to use the service on an impaired basis;
- interruptions of service during any period when the customer has released service to the Company for maintenance purposes or for implementation of a customer order for a change in service arrangements;
- interruption of service due to circumstances or causes beyond the control of the Company.
- D. Use of Alternative Service Provided by the Company

Should the customer elect to use an alternative service provided by the Company during the period that a service is interrupted, the customer must pay the tariffed rates and charges for the alternative services used.

## 2.3 ESTABLISHING AND FURNISHING SERVICE (Cont'd)

#### 2.3.9 OBLIGATIONS OF THE CUSTOMER

- A. The customer shall be responsible for:
  - 1. The payment of all applicable charges pursuant to this Tariff;
  - 2. Reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the customer; or the noncompliance by the customer, with these regulations; or by fire or theft or other casualty on the customer's premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages, cooperate with the customer in prosecuting a claim against the person causing such damage and the customer shall be subrogated to the Company's right of recovery of damages to the extent of such payment.
  - 3. Providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space, and power to operate Company facilities and equipment installed on the premises of the customer, at the level of heating and air conditioning necessary to maintain the proper operating environment of such premises.
  - 4. Obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide Local Exchange Service to the customer from the cable building entrance or property line to the location of the equipment space. Any costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the customer. The Company may require the customer to demonstrate its compliance with this Section prior to accepting any order for service.

## 2.3 ESTABLISHING AND FURNISHING SERVICE

#### 2.3.9 OBLIGATIONS OF THE CUSTOMER

- A. The customer shall be responsible for: (Cont'd)
  - 5. Providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The customer shall be responsible for identifying, monitoring, removing, and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work.
  - 6. Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses, and permits as may be required with respect to, the location of Company facilities and equipment in any customer premises or the rights-of-way for which customer is responsible.
  - 7. Granting or obtaining permission for Company agents or employees to enter the premises of the customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company.
  - 8. Not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; and
  - 9. Making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company the customer. No allowance for interruptions in service will be made for the period during which services is interrupted for such purpose.

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ISSUED BY: Jeffrey P. Wirtzfeld Regional Director – Public Policy 1801 California Street Denver, CO 80202

# 2.3 ESTABLISHING AND FURNISHING SERVICE2.3.9 OBLIGATIONS OF THE CUSTOMER (Cont'd)

- B. With respect to any service or facility provided by the Company, customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys fees for:
  - 1. Any loss, destruction of damage to property of the Company or any third party, or the death or injury to persons, including, but not limited to employees or invitees or either the Company or the customer, to the extent caused by or resulting from the negligent or intentional act or omission of customer, its employees, agents, representatives or invitees; or
  - 2. Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the customer, including, without limitation, use of the Company's services and facilities win a manner not contemplated by the agreement between customer and Company or this Tariff.
- C. The customer is responsible for providing and maintaining any terminal equipment on the customer premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the customer. All such terminal equipment must be registered with the FCC under 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations. The Company will, where practicable, notify the customer that temporary discontinuance of the use of service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair the Company's right to discontinue forthwith the use of a service temporarily if such action is reasonable under the circumstances. In case of such temporary discontinuance, the customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions as set forth in 2.3.8, preceding, is not applicable.

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ISSUED BY: Jeffrey P. Wirtzfeld Regional Director – Public Policy 1801 California Street Denver, CO 80202

# 2.3 ESTABLISHING AND FURNISHING SERVICE2.3.9 OBLIGATIONS OF THE CUSTOMER (Cont'd)

- D. The customer is responsible for ensuring that customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the customer's expense.
- E. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Local Exchange Services and the channels, facilities, or equipment of others shall be provided at the customer's expense.
- F. Local Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.
- G. Facilities furnished under this Tariff may be connected to customer provided terminal equipment in accordance with the provisions of this Tariff.
- H. Upon reasonable notification to the customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the customer is complying with requirements set forth in D., above, for the installations, operation, and maintenance of customer-provided facilities, equipment, and wiring in the connection of customer-provided facilities and equipment to Company-owned facilities and equipment.

# 2.3 ESTABLISHING AND FURNISHING SERVICE2.3.9 OBLIGATIONS OF THE CUSTOMER (Cont'd)

I. If the protective requirements for customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment and personnel. The Company will notify the customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the customer must take this corrective action and notify the Company of the action taken. If the customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment, and personnel from harm. The Company will, upon a request from the customer 24 hours in advance, provide the customer with a statement of technical parameters that the customer's equipment must meet.

#### 2.3.10 NOTICES AND COMMUNICATIONS

- A. The customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that customer may also designate a separate address to which the Company's bills for service shall be mailed.
- B. The Company shall designate on the Service Order an address to which the customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the customer shall mail payment on that bill.
- C. All notices or other communications required to be given pursuant to this Tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communications, or bill with the US Mail or a private delivery service prepaid and properly addressed, or when actually received or refused by the Addressee, whichever occurs first.
- D. The Company or the customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

#### 2.4 BILLING AND PAYMENT FOR SERVICE

#### 2.4.1 PAYMENT FOR SERVICE

The customer is responsible for payment of all charges for services furnished by the Company to the customer or its Joint or Authorized Users. Objections should be received by the Company within 60 days after statement of account is rendered. A bill will not be deemed correct and binding upon the customer if the Company has records on the basis of which an objection may be considered, or if the customer has in his or her possession such Company records. If an entity other than the Company imposes charges on the Company, in addition to its own internal costs, in connection with a service for which a Company nonrecurring charge is specific, those charges may be passed on to the customer.

#### 2.4.2 BILLING AND COLLECTION OF CHARGES

Bills will be rendered monthly to customer.

- A. All service, installation, monthly recurring, and non-recurring charges are due and payable upon receipt.
- B. The Company shall present invoices for recurring charges monthly to the customer, in advance of the month in which such service is provided.
- C. For new customers or existing customers whose service is disconnected, the charge for the fraction of the month in which service was furnished will be calculated on a pro rated basis. For this purpose every month is considered to have 30 days.
- D. Amounts not paid within 30 days after the date of invoice will be considered past due. If the Company becomes concerned at any time about the ability of a customer to pay its bills, the Company may require that the customer pay its bills within 14 mailing days after written notice or 14 days after personal delivery thereof and to make such payments in cash or the equivalent of cash.

## 2.4 BILLING AND PAYMENT FOR SERVICE

## 2.4.2 BILLING AND COLLECTION OF CHARGES (Cont'd)

- E. Charges for local exchange service and facilities are billed in advance. Payment is due as required by statute or state administrative rules. All bills are payable by any means mutually acceptable to the customer and the Company. Failure to receive a bill does not exempt the customer from prompt payment of their account. The customer is held responsible for all charges for local exchange service and facilities furnished at the customer's request. The Company shall utilize credit policies and reasonable and equitable methods in its debt collection practices as specified by state and federal government regulations.
- F. A check return charge will be assessed for checks with insufficient funds or non-existing accounts.
- G. Billing will be payable upon receipt. Amounts not paid within 30 days after the invoice is rendered will be considered past due. A late payment charge not to exceed the rate of 1.50% per month (unless a lower rate is prescribed by law, in which event at the highest rate allowed by law), may accrue upon any unpaid amount commencing five days after the date the payment is past due. Collection procedures, temporary disconnection of service, and the requirements for deposit are unaffected by the application of a late payment charge.

	RATES	
	MAXIMUM	ACTUAL
• Check Return Charge - Business	\$35.00	\$25.00

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## 2.4 BILLING AND PAYMENT FOR SERVICE (Cont'd)

#### 2.4.3 DISPUTED BILLS

The customer should notify the Company of any disputed items on a bill within 60 days of receipt of the bill. If the customer and the Company are unable to resolve the dispute to their mutual satisfaction, the customer may file a complaint with the Public Utilities Commission of Ohio in accordance with the Commission's rules of procedure.

Customer can contact the Commission at:

Public Interest Center The Public Utilities Commission of Ohio 180 Each Broad Street Columbus, Ohio 43215-3793

The customer may also contact the Commission via email at <a href="https://www.puco.ohio.gov">www.puco.ohio.gov</a> or by toll-free at 1-800-686-7826 or for TDD-TTY at 1-800-686-1570.

- A. The date of the dispute shall be the date the Company receives sufficient documentation to enable it to investigate the dispute.
- B. The date of the resolution is the date the Company completes its investigation and notifies the customer of the disposition of the dispute.

## 2.4.4 ADVANCE PAYMENT

To safeguard its interests, the Company may require the customer to make an advance payment before services and facilities are furnished. The amount of the advance payment will be determined on a case by case basis and will conform to applicable commission regulations.

The Advance Payment will not exceed any amount equal to the nonrecurring charge(s) and one month's charges for the service to facility. In addition, where special constructions is involved, the Advance Payment may also include an amount equal to the estimated nonrecurring charges for the special construction and Recurring Charges (if any) for a period to be set by the Company and the non-residential customer. The Advance Payment will be credited to the non-residential customer's initial bill. An Advance Payment may be required in addition to a deposit.

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# 2.4 BILLING AND PAYMENT FOR SERVICE (Cont'd)

#### 2.4.5 DEPOSITS

- A. Deposits From Applicants For Service and Present Customers
  - 1. Any applicant or customer whose financial responsibility is not established to the satisfaction of the Company may be required to provide a deposit to the Company, pursuant to the provisions in state rules. The deposit will bear interest, as required by state laws or regulations.
  - 2. The deposit required will be in accordance with the Ohio Administrative Code. A deposit does not relieve the customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed one month's charges for service or facility, plus 30%.

In addition, the Company shall be entitled to require such an applicant or customer to pay all its bills within a specified period of time, and to make such payments in cash or the equivalent of cash. The Company reserves the right to cease accepting and processing Service Orders after it has requested a security deposit and prior to the customer's compliance with this request.

- B. A deposit may be required in addition to an advance payment.
- C. When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the customer's account.
- D. Deposits held for business customers will accrue interest at a rate as provided by Ohio Administrative Code. Interest is credited to the customer annually, or upon termination of the service, or upon return of the deposit by the Company.

## 2.4 BILLING AND PAYMENT FOR SERVICE (Cont'd)

#### 2.4.6 DISCONTINUANCE OF SERVICE

- A. Upon non payment of any amounts owing to the Company, the Company may, by giving seven (7) days prior written notice served personally upon the customer; seven (7) days written notice in postpaid wrapper; or seven (7) days after the customer signs or refuses a registered letter containing written notice, suspend service without incurring any liability.
- B. Upon violation of any of the other material terms or conditions for furnishing service, the Company may, by giving 30 days prior notice in writing to the customer, discontinue or suspend service without incurring any liability, if such violation continued during the 30 day period.
- C. Upon condemnation of any material portion of the facilities used by the Company to provide service to a customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the customer, may discontinue or suspend service without incurring any liability.
- D. Upon the customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, failing to discharge and involuntary petition within the time permitted by law, or abandonment of service, the Company may, with prior notice to the customer, immediately discontinue or suspend service without incurring any liability.
- E. Upon any governmental prohibition or required alteration of the services to be provided or any violation of any applicable law or regulation, the Company may immediately discontinue service without incurring any liability.

# 2.4 BILLING AND PAYMENT FOR SERVICE

## 2.4.6 DISCONTINUANCE OF SERVICE (Cont'd)

- F. The Company may discontinue the furnishing of any and/or all service(s) to a customer, without incurring any liability.
  - 1. Immediately and without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services.
  - a. The customer refuses to furnish information to the Company regarding the customer's credit-worthiness, its past or current use of common carrier communications services or its planned use of service(s); or
  - b. The customer provides false information to the Company regarding the customer's identity, address, credit-worthiness, past or current use of common carrier communications services, or its planned use of the Company's service(s); or
  - c. The customer has been given written notices by the Company of any past due amount (which remains unpaid in whole or part) for any of the Company's other common carrier communications services to which the customer either subscribes or has subscribed to used; or
  - d. The customer uses or attempts to use service with the intent to avoid the payment, either in whole or in part, of the tariffed charges for the service by:
    - Using or attempting to use service by rearranging, tampering with, or making connection to the Company's service not authorized by this Tariff; or
    - Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or
    - Any other fraudulent means or devices; or
  - e. Use of Service in such a manner as to interfere with the services of other users; or
  - f. Use of service for unlawful purposes.

# 2.4 BILLING AND PAYMENT FOR SERVICE

#### 2.4.6 DISCONTINUANCE OF SERVICE

F. (Cont'd)

- 2. Immediately upon written notice to the customer of any sum thirty (30) days past due:
- 3. Upon ten (10) days written notice to the customer, after failure of the customer to comply with a request made by the Company for security for the payment of service; or
- 4. Ten (10) days after sending the customer written notice of noncompliance with any provision of this Tariff if the noncompliance is not corrected within the ten (10) day period; or
- 5. Upon seven (7) days written notice, excluding Sundays and holidays, for non-payment of a bill for service.
- G. The suspension or discontinuance of service(s) by the Company pursuant to this Section does not relieve the customer of any obligation to pay the Company for charges due and owing for service(s) furnished during the time of or up to suspension or discontinuance.
- H. Upon the Company's discontinuance of service to the customer, all applicable charges, including termination charges, shall become due. This is in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this Tariff.

#### 2.4.7 INTEREST ON CUSTOMER OVERPAYMENTS

A customer who makes a payment to the Company in excess of the correct charge for telephone service, which overpayment was caused by erroneous billing by the Company, shall be paid interest on the amount of the overpayment. The interest shall be paid from the date when the customer overpayment was made, adjusted for any changes in the deposit or late payment charge rates and compounded monthly until the date when the overpayment is refunded. No interest will be paid on customer overpayments that are refunded within 30 days after such overpayment is received by the Company.

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## 2.4 BILLING AND PAYMENT FOR SERVICE (Cont'd)

## 2.4.8 SPECIAL TAXES, FEES, CHARGES

Any sales, use, privilege, excise, franchise or occupation tax, costs of furnishing service without charge or similar taxes or impositions now or hereafter levied by the Federal, State or Local government or any political subdivision or taxing authority thereof may be billed by the Company to its local exchange customers on a pro rata basis in the areas wherein such taxes, impositions or other charges shall be levied against the Company, or may require collection of such taxes, fees and charges by the Company.

#### 2.4.9 FLEXIBLE PRICING

Changes of actual effective rates that are equal to or below the maximum rates set forth in this Tariff may be made on one day's notice.

Notice to customers of rate change shall be made in accordance with Commission regulations. Where there are no regulations, notification will be made in a manner appropriate to the circumstances involved. A customer can request that the Company disconnect service that is provided under the Flexible Pricing due to a price increase. The customer will be credited for the difference between the new price and the old price retroactive to the effective date of the price increase if the customer notifies the Company of its desire to disconnect service within 30 days of receiving notification of the price increase.

#### 2.4.10 CUSTOMER RIGHTS AND RESPONSIBILITIES

Customer rights and responsibilities can be found in the appendix to rule 4901:1-5-03 of the Ohio Administrative Code.

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## 3. Nonrecurring Charges

#### 3.1 MISCELLANEOUS NONRECURRING CHARGES

#### 3.1.1 Nonrecurring Charges

#### A. Description

A nonrecurring charge is a one-time charge associated with a given service or item of equipment made under certain conditions to customer-initiated requests to install, move or change telephone service. Nonrecurring charges, where applicable, are specified with services as stated in each section of this Tariff unless otherwise specified or included in this Section.

#### B. Rates and Charges

- 1. Nonrecurring charges apply to:
- a. Establish or change billing name responsibility subsequent to the initial installation of service and is in addition to directory listing charges, if applicable.

# CHANGE OF RESPONSIBILITY CHARGE

	MAXIMUM	ACTUAL
• Per service order	\$42.00	\$42.00

b. Move telephone service from one location, address, suite, or premise, to another.

#### **CHANGE CHARGE**

MAXIMUM	ACTUAL
\$42.00	\$42.00

c. Change of telephone number initiated by customer.

#### **CHANGE OF NUMBER CHARGE**

	MAXIMUM	ACTUAL
• Each	\$30.50	\$30.50

ISSUED: March 31, 2008 EFFECTIVE: April 1, 2008

## 3. Nonrecurring Charges

#### 3.1 MISCELLANEOUS NONRECURRING CHARGES

#### 3.1.1 Nonrecurring Charges

- B. Rates and Charges (Cont'd)
  - 2. Nonrecurring charges do not apply to:
    - a. Move or change a customer's telephone service if required or initiated by the Company.
  - b. Install, move or change telephone service located on a customer's premises but used exclusively by the Company for maintenance or training activities.
  - c. The "from" portion of work involved in a transfer of service from one premises to another.
  - d. Change a customer's mailing address.
  - e. Move a drop for Company initiated maintenance reasons.

## 3. Nonrecurring Charges

## 3.1 MISCELLANEOUS NONRECURRING CHARGES (Cont'd)

## 3.1.2 Presubscriptions-2 (PIC-2)

PIC-2 allows Customers to presubscribe to their carrier of choice for intraLATA calls, without dialing the Access Code. The rates specified in the attached Price List will apply each time the Customer requests a change to their intraLATA PIC, subsequent to the initial designation. InterLATA Presubscription is available pursuant to QCC's Rates and Services Schedule Interstate No. 3.

## A. Charges:

	MAXIMUM	ACTUAL
• Per business line, trunk or port[1]		
<ul><li>Manual PIC Change Charge</li><li>Electronic PIC Change Charge</li></ul>	\$5.50 1.25	\$5.50 1.25

[1] One-half of the intraLATA PIC Change Charge will be waived when the intraLATA PIC is changed simultaneously with the interLATA PIC.

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## 103. RESERVED FOR FUTURE USE

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## 4. RESERVED FOR FUTURE USE

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## 104. RESERVED FOR FUTURE USE

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## **5. Promotions**

## 5.1 PROMOTIONAL OFFERINGS

The Company, from time to time, may make promotional offerings to its service which may include waiving or reducing the applicable charges for the promoted service. The promotional offerings may be limited as to the duration, the date and times of the offerings and the locations where the offering are made.

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## 105. OBSOLETE PROMOTIONS

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#### 6. BUSINESS SERVICE OFFERINGS

## **6.1 DIRECTORY ASSISTANCE**

A customer may obtain Directory Assistance in determining telephone numbers within its local calling area by calling the Directory Assistance operator.

- A. A credit will be given for calls to Directory Assistance as follows:
  - The customer experiences poor transmission or is cut-off during the call; or
  - The customer is given an incorrect telephone number.

To obtain such a credit, the customer must notify its Customer Service representative within 24 hours of occurrence.

#### 6. BUSINESS SERVICE OFFERINGS

#### 6.2 OPERATOR SERVICES

A customer may obtain the assistance of a local operator to complete local exchange telephone calls in the following manner. Rates applicable to the following services are set forth in the attached Rate Schedule.

<u>Third Number Billing</u>: Provides the customer with the capability to charge a local call to a third number which is different from the called or calling party. The party answering at the third number has the option to refuse acceptance of the charges in advance or when queried by the operator.

<u>Collect Calls</u>: Provides the customer with the capability to charge a call to the called party. On the operator announcement of a collect call, the called party has the option to refuse acceptance of charges in advance or when queried by the operator.

<u>Calling Cards</u>: Provides the customer with the capability to place a call using a calling card of an Interexchange Carrier with or without the assistance of an operator.

<u>Person to Person:</u> Calls completed with the assistance of any operator to a particular Station and person specified by the Caller. The call may be billed to the called party.

<u>Station to Station:</u> Calls complete with assistance of an operator to a particular Station. The call may be billed to the called party.

General Assistance: The customer has the option to request general information from the operator, such as dialing instructions, country or city codes, area code information and Customer Service 800 Telephone numbers, but does not request the operator to complete a call.

#### 6. BUSINESS SERVICE OFFERINGS

## 6.2 OPERATOR SERVICES (Cont'd)

Busy Line Verification and Interrupt Service: Service is currently not available. Busy Line Verification and Interrupt Service, which is furnished where and to the extent that facilities permit, provides the customer with the following options:

<u>Busy Line Verification</u>: Upon request of the calling party, the Company will determine if the line is clear or in use and report to the calling party.

Busy Line Verification with Interrupt: The operator will interrupt the call on the called line only if the calling party indicates and emergency and requests interruption.

<u>Rates</u>: Rates for Busy Line Verification and Interrupt Service will apply under the following circumstances:

- The operator verifies that the line is busy with a call in progress.
- The operator verifies that the line is available for incoming calls.
  - The operator verifies that the called number is busy with a call in progress and the customer requests interruption. The operator will then interrupt the call, advising the called party the name of the calling party. One charge will apply for both verification and interruption.
- A. Intercept Refer Extension Service and Temporary Interception
  - 1. <u>Intercept Refer Extension Service</u>: Intercept Refer Extension Service is provided to customers for the purpose of notifying calling parties about changes in the status of the customer's access line when the access line has been called.
  - 2. <u>Temporary Interception</u>: Temporary Interception allows; at the request of the customer, for the calling party to be informed that the service is being temporarily intercepted; and, if desired by the customer, the telephone number at which the customer may be reached or the telephone number at which the customer's calls will be received during the period of interception will be given to the calling party.

#### 106.1 LOCAL EXCHANGE SERVICE

The Company's Local Telephone Service provides a customer with the ability to connect to the Company's switching network which enables the customer to:

- place or receive calls to any calling Station in the Local calling area, as defined herein;
- access 911 Emergency Service;
- access the interexchange carrier selected by the customer for interLATA, intraLATA, interstate or international calling;
- access Operator Services
- access Directory Assistance for the local calling area;
- place or receive calls to 800 telephone numbers;
- access Telecommunication Relay Service

The Company's service cannot be used to originate calls to other telephone companies' caller-paid information services (e.g., 900, 976). Calls to those numbers and other numbers used for caller-paid information services will be blocked by the Company's switch. If the customer chooses to have their line unblocked, the customer will be responsible for all charges associated with caller-paid information services.

#### 106.1.1 SERVICE AREA EXCHANGES

Where facilities are available, the service area is defined by the following LATAs which are currently served by Ameritech Ohio:

<u>LATA</u>	<u>MSA</u>
320	Cleveland
322	Youngstown
324	Columbus
325	Akron
326	Toledo
328	Dayton

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## 106.1 LOCAL EXCHANGE SERVICE 106.1.1 SERVICE AREA EXCHANGES (Cont'd)

A. LATA: Akron NPA: 216

<u>Prefix</u>	EXCHANGE	<b>PREFIX</b>	EXCHANGE
253	Akron	633	Akron
258	Akron	644	Akron
274	Mantua	645	Akron
296	Ravenna	672	Kent
297	Ravenna	673	Kent
325	Rootstown	677	Kent
370	Akron	678	Kent
374	Akron	686	Akron
375	Akron	688	Akron
376	Akron	699	Uniontown
379	Akron	724	Akron
384	Akron	733	Akron
430	Canton	745	Akron
434	Akron	753	Akron
438	Canton	762	Akron
450	Canton	773	Akron
452	Canton	784	Akron
453	Canton	794	Akron
454	Canton	796	Akron
455	Canton	798	Akron
456	Canton	821	Alliance
471	Canton	823	Alliance
477	Canton	825	Akron
478	Canton	828	Dalton
484	Canton	829	Alliance
488	Canton	830	Massillon
489	Canton	832	Massillon
492	Canton	833	Massillon
493	Canton	836	Akron
494	North Canton	837	Massillon
495	Canton	848	Akron
497	North Canton	854	Canal Fulton

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106.1 LOCAL EXCHANGE SERVICE 106.1.1 SERVICE AREA EXCHANGES

A. LATA: Akron NPA: 216 (Cont'd)

<b>PREFIX</b>	EXCHANGE	<b>PREFIX</b>	<b>EXCHANGE</b>
588	Canton	860	Akron
626	Kent	864	Akron
628	Mogadore	866	Magnolia-Waynes
630	Akron	867	Akron
869	Akron	928	Akron
873	Akron	929	Akron
875	Louis	935	Marlboro
877	Hartville	938	Sebring
879	Navarre	945	Akron
882	Manchester-S	947	Atwater
896	Greensburg	966	North Canton
920	Akron	971	Akron
922	Akron	972	Akron
923	Akron	996	Akron

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# 106.1 LOCAL EXCHANGE SERVICE SERVICE AREA EXCHANGES (Cont'd)

B. LATA: Cleveland NPA: 216

<b>Prefix</b>	EXCHANGE	<b>PREFIX</b>	EXCHANGE
221	Cleveland	289	Cleveland
226	Cleveland	291	Cleveland
228	Cleveland	292	Terrace
229	Cleveland	295	Cleveland
231	Cleveland	321	Cleveland
232	Bedford	328	Independence
234	Berea	331	Cleveland
235	Olmsted Falls	333	Cleveland
237	North Royalton	341	Cleveland
238	Strongsville	344	Cleveland
241	Cleveland	348	Cleveland
243	Berea	349	Chagrin Falls
247	Chagrin Falls	351	Cleveland
248	Chagrin Falls	352	Gainesville
249	Cleveland	354	Gainesville
251	Cleveland	356	Cleveland
252	Cleveland	357	Gainesville
254	Leroy	360	Terrace
255	Mentor	361	Cleveland
256	Kirtland	362	Cleveland
257	Mentor	363	Cleveland
261	Cleveland	368	Cleveland
265	Cleveland	371	Cleveland
266	Cleveland	381	Cleveland
267	Cleveland	382	Cleveland
268	Cleveland	383	Cleveland
269	Willoughby	391	Cleveland
271	Cleveland	397	Cleveland
281	Cleveland	398	Cleveland
283	Cleveland	421	Cleveland

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106.1 LOCAL EXCHANGE SERVICE 106.1.1 SERVICE AREA EXCHANGES

B. LATA: Cleveland NPA: 216 (Cont'd)

<u>Prefix</u>	EXCHANGE	<b>Prefix</b>	EXCHANGE
423	Gates Mills	561	Cleveland
429	Cleveland	566	Cleveland
431	Cleveland	572	Strongsville
432	Cleveland	573	Independence
433	Cleveland	574	Cleveland
439	Bedford	575	Cleveland
441	Cleveland	578	Cleveland
442	Hillcrest	579	Cleveland
443	Cleveland	581	Montrose-C
444	Cleveland	582	North Royalton
445	Cleveland	585	Wickliffe
446	Hillcrest	586	Cleveland
447	Independence	587	Montrose-C
449	Hillcrest	589	Cleveland
451	Cleveland	591	Terrace
459	Cleveland	621	Cleveland
461	Hillcrest	622	Cleveland
464	Terrace	623	Cleveland
473	Hillcrest	631	Cleveland
475	Montrose-C	634	Cleveland
476	Cleveland	639	Gainesville
479	Cleveland	641	Cleveland
481	Cleveland	642	Independence
486	Cleveland	646	Hillcrest
491	Cleveland	651	Cleveland
498	Chagrin Falls	661	Cleveland
521	Cleveland	662	Montrose-C
522	Cleveland	663	Montrose-C
523	Cleveland	664	Cleveland
524	Independence	671	Cleveland
526	Brecksville	676	Cleveland
529	Cleveland	681	Cleveland
531	Cleveland	687	Cleveland
541	Cleveland	689	Cleveland
546	Brecksville	691	Cleveland

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106.1 LOCAL EXCHANGE SERVICE 106.1.1 SERVICE AREA EXCHANGES

B. LATA: Cleveland NPA: 216 (Cont'd)

<u>Prefix</u>	EXCHANGE	<u>Prefix</u>	EXCHANGE
692	Cleveland	843	Victory
694	Cleveland	844	Cleveland
696	Cleveland	845	Victory
721	Cleveland	851	Cleveland
728	Cleveland	861	Cleveland
729	Chesterland	871	Trinity
731	Cleveland	880	Terrace
732	Cleveland	881	Cleveland
734	Trinity	883	Cleveland
736	Cleveland	884	Victory
737	Cleveland	885	Victory
741	Cleveland	886	Victory
749	Cleveland	888	Victory
751	Cleveland	891	Berla
752	Cleveland	892	Trinity
754	Cleveland	899	Trinity
761	Cleveland	921	Cleveland
765	Terrace	931	Cleveland
766	Terrace	932	Cleveland
771	Cleveland	941	Cleveland
777	Trinity	942	Willoughby
778	Cleveland	943	Wickliffe
779	Trinity	944	Wickliffe
781	Cleveland	946	Willoughby
786	Bedford	951	Willoughby
787	Cleveland	953	Willoughby
791	Cleveland	961	Cleveland
795	Cleveland	974	Mentor
822	Cleveland	975	Willoughby
826	Berea	976	Cleveland
831	Terrace	977	Cleveland
834	Burton	979	Trinity
835	Trinity	987	Cleveland
838	Brecksville	991	Cleveland
842	Victory		

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# 106.1 LOCAL EXCHANGE SERVICE SERVICE AREA EXCHANGES (Cont'd)

C. LATA: Columbus NPA: 614

<b>PREFIX</b>	EXCHANGE	<b>Prefix</b>	EXCHANGE
221	Columbus	263	Columbus
222	Columbus	264	Steubenville
223	Columbus	265	Columbus
224	Columbus	266	Steubenville
225	Columbus	267	Columbus
227	Columbus	268	Columbus
228	Columbus	272	Columbus
229	Columbus	274	Columbus
231	Columbus	275	Columbus
235	Columbus	276	Columbus
236	Columbus	278	Columbus
237	Columbus	279	Columbus
238	Columbus	281	Columbus
239	Columbus	282	Steubenville
241	Columbus	283	Steubenville
243	Columbus	284	Steubenville
245	Rio Grande	288	Lockbourne
246	Thornville	291	Columbus
248	Columbus	292	Columbus
249	Columbus	293	Columbus
251	Columbus	294	Columbus
252	Columbus	297	Columbus
253	Columbus	298	Columbus
254	Gnadenhutten	299	Columbus
256	Guyan	333	Washington CH
258	Columbus	335	Washington CH
261	Columbus	337	Gahanna
262	Columbus	338	Columbus

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106.1 LOCAL EXCHANGE SERVICE 106.1.1 SERVICE AREA EXCHANGES

C. LATA: Columbus NPA: 614 (Cont'd)

<b>PREFIX</b>	EXCHANGE	<u>Prefix</u>	EXCHANGE
341	Columbus	453	Zanesville
342	New Lexington	454	Zanesville
347	Corning	455	Zanesville
351	Columbus	457	Columbus
365	Columbus	458	Clarington
367	Cheshire	459	Columbus
373	Marietta	460	Columbus
374	Marietta	461	Columbus
376	Marietta	462	Columbus
377	Ironton	463	Columbus
379	Walnut	464	Columbus
388	Vinton	466	Columbus
394	Shawnee	469	Columbus
421	Columbus	471	Gahanna
423	Belpre	472	Woodsfield
424	Columbus	473	Newport
425	Barnesville	475	Gahanna
426	Jeffersonville	476	Gahanna
431	Worthington	478	Gahanna
433	Worthington	479	Gahanna
436	Worthington	481	Columbus
437	Bloomingburg	483	Duffy
438	Worthington	484	Bethesda
441	Gallipolis	486	Columbus
442	Columbus	487	Columbus
443	Columbus	489	Columbus
444	Columbus	491	Lockbourne
445	Columbus	492	Lockbourne
446	Gallipolis	495	New Holland
447	Columbus	497	Lockbourne
451	Columbus	498	Newcomerstown
452	Zanesville		

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106.1 LOCAL EXCHANGE SERVICE 106.1.1 SERVICE AREA EXCHANGES

C. LATA: Columbus NPA: 614 (Cont'd)

<b>PREFIX</b>	EXCHANGE	<b>PREFIX</b>	EXCHANGE
523	Westerville	674	Phi Lo
532	Ironton	676	Bellaire
533	Ironton	681	Lancaster
535	Mingo Junction	687	Lancaster
536	Rushville	695	St. Clairsville
537	Toronto	697	Roseville
538	Columbus	743	Somerset
545	West Lafayette	744	Worthington
566	Columbus	746	Sugar Grove
567	Lewisville	752	Columbus
575	Reynoldsburg	753	Nelsonville
577	Reynoldsburg	754	Dresden
621	Columbus	755	Reynoldsburg
622	Coshocton	756	Carroll
623	Coshocton	757	Somerton
624	Columbus	759	Reynoldsburg
633	Martins Ferry-B	761	Dublin
635	Martins Ferry-B	762	Murray City
636	Washington CH	764	Dublin
643	Arabia	766	Dublin
644	Columbus	771	Hilliard
645	Columbus	777	Hilliard
653	Lancaster	784	Columbus
654	Lancaster	785	Worthington
659	Glenford	786	Worthington
671	Bellaire		-

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106.1 LOCAL EXCHANGE SERVICE 106.1.1 SERVICE AREA EXCHANGES

C. LATA: Columbus NPA: 614 (Cont'd)

<b>PREFIX</b>	<b>EXCHANGE</b>	<b>Prefix</b>	EXCHANGE
791	Dublin	866	Reynoldsburg
792	Dublin	868	Reynoldsburg
793	Dublin	870	Alton
794	Westerville	871	Grove City
798	Dublin	872	Norwich
821	Columbus	874	Sedalia
825	Westerville	875	Grove City
829	Conesville	876	Hilliard
833	Canal Winchester	877	Harrisburg
836	Groveport	878	Alton
837	Canal Winchester	879	West Jefferson
841	Worthington	882	Westerville
842	Worthington	885	Worthington
846	Worthington	888	Worthington
847	Worthington	889	Dublin
848	Worthington	890	Westerville
849	Fultonham	891	Westerville
851	Alton	895	Westerville
852	London	898	Westerville
853	Alton	899	Westerville
855	New Albany	922	Uhrichsville
860	Reynoldsburg	926	Beallsville
861	Reynoldsburg	934	Graysville
863	Reynoldsburg	939	New Albany
864	Reynoldsburg	948	Milledgeville
865	New Matamoras	976	Columbus

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# 106.1 LOCAL EXCHANGE SERVICE 106.1.1 SERVICE AREA EXCHANGES (Cont'd)

D. LATA: Dayton NPA: 513

<u>Prefix</u>	EXCHANGE	<b>Prefix</b>	<b>EXCHANGE</b>
220	Dayton	277	Dayton
222	Dayton	278	Dayton
223	Dayton	279	Dayton
224	Dayton	285	Dayton
225	Dayton	288	Danville-H
226	Dayton	290	Dayton
227	Dayton	293	Dayton
228	Dayton	294	Dayton
229	Dayton	296	Dayton
233	Dayton	297	Dayton
234	Dayton	298	Dayton
235	Dayton	299	Dayton
236	Dayton	322	Springfield
237	Dayton	323	Springfield
252	Dayton	324	Springfield
253	Dayton	325	Springfield
254	Dayton	327	Springfield
255	Dayton	328	Springfield
256	Dayton	365	Rainsboro
257	Dayton	368	Fletcher-Lena
258	Dayton	372	Xenia
259	Dayton	374	Xenia
262	Dayton	376	Xenia
263	Dayton	390	Springfield
264	Vandalia	392	Ripley
265	Pitchin	393	Hillsboro
267	Dayton	399	Springfield
268	Dayton	420	Middletown
274	Dayton	422	Middletown
275	Dayton	423	Middletown
276	Dayton	424	Middletown

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106.1 LOCAL EXCHANGE SERVICE 106.1.1 SERVICE AREA EXCHANGES

D. LATA: Dayton NPA: 513 (Cont'd)

<u>Prefix</u>	EXCHANGE	<b>PREFIX</b>	EXCHANGE
425	Middletown	748	Franklin
426	Beavercreek	754	Fairborn
427	Beavercreek	764	Belfast
429	Beavercreek	766	Cedarville
433	Dayton	767	Yellow Spring-CLI
434	Dayton	773	Pi Qua
435	Dayton	778	Pi Qua
436	Dayton	795	Aberdeen
438	Dayton	845	New Carlisle
439	Dayton	846	New Carlisle
443	Dayton	847	Miamisburg-W. CA
445	Dayton	848	Bellbrook
449	Dayton	849	Medway
453	Bowersville	857	Christiansburg
454	Vandalia	859	Miamisburg-W. CA
455	Dayton	862	Spring Valley
457	Dayton	864	Enon
461	Dayton	865	Miamisburg-W. CA
462	South Charleston	866	Miamisburg-W. CA
463	Dayton	873	Fairborn
466	Marshall	878	Fairborn
476	Dayton	879	Fairborn
495	Dayton	882	Donnelsville
496	Dayton	883	South Sonlon
499	Dayton	885	Centerville-M
539	Monroe	890	Vandalia
569	South Vienna	898	Vandalia
675	Jamestown	927	Sugar Tree Ridge
695	Winchester	964	North Hampton
743	Franklin		969 Tremont City
746	Franklin		988 Trenton

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# 106.1 LOCAL EXCHANGE SERVICE SERVICE AREA EXCHANGES (Cont'd)

E. LATA: Toledo NPA: 419

<u>Prefix</u>	EXCHANGE	<b>PREFIX</b>	EXCHANGE
240	Toledo	474	Toledo
241	Toledo	475	Toledo
242	Toledo	476	Toledo
243	Toledo	478	Toledo
244	Toledo	479	Toledo
245	Toledo	531	Toledo
246	Toledo	534	Toledo
247	Toledo	535	Toledo
248	Toledo	536	Toledo
249	Toledo	537	Toledo
252	Toledo	539	Toledo
255	Toledo	595	New Riegel
259	Toledo	621	Sandusky
269	Toledo	624	Sandusky
292	Toledo	625	Sandusky
294	Upper Sandusky	626	Sandusky
321	Toledo	627	Sandusky
332	Fremont	661	Toledo
334	Fremont	665	Lindsey
355	Fremont	666	Toledo
359	Bloomingville	684	Castalia
381	Toledo	691	Toledo
382	Toledo	693	Toledo
385	Toledo	697	Toledo
389	Toledo	698	Toledo

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106.1 LOCAL EXCHANGE SERVICE SERVICE AREA EXCHANGES (Cont'd)

E. LATA: Toledo NPA: 419

<b>PREFIX</b>	<b>EXCHANGE</b>	<b>PREFIX</b>	<b>EXCHANGE</b>
421	Findlay	726	Toledo
422	Findlay	727	Toledo
423	Findlay	729	Toledo
424	Findlay	865	Holland
425	Findlay	866	Holland
427	Findlay	867	Holland
435	Fostoria	868	Holland
436	Fostoria	872	Perrysburg
443	Tiffin	874	Perrysburg
447	Tiffin	877	Whitehouse
448	Tiffin	891	Maumee
470	Toledo	893	Maumee
471	Toledo	897	Maumee
472	Toledo	936	Toledo
473	Toledo		

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#### 106.1 LOCAL EXCHANGE SERVICE SERVICE AREA EXCHANGES (Cont'd) 106.1.1

F. LATA: Youngstown NPA: 216

<u>Prefix</u>	EXCHANGE	<b>PREFIX</b>	<b>EXCHANGE</b>
227	Rogers	568	Hubbarij
332	Salem	652	Niles
337	Salem	679	Salineville
385	East Liverpool	726	Youngstown
386	East Liverpool	740	Youngstown
424	Lisbon	742	Youngstown
426	East Palestine	743	Youngstown
427	Leetonia	744	Youngstown
448	Sharon	746	Youngstown
457	New Waterford	747	Youngstown
482	Columbiana	750	Youngstown
530	Girard	755	Youngstown
532	Wellsville	757	Youngstown
533	Canfield	758	Youngstown
534	Hubbard	759	Youngstown
536	Lowellville	782	Youngstown
538	North Jackson	783	Youngstown
539	Girard	788	Youngstown
542	North Lima	792	Youngstown
544	Niles	793	Youngstown
545	Girard	797	Youngstown
549	North Lima	799	Youngstown

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ISSUED BY: Jeffrey P. Wirtzfeld
Regional Director – Public Policy
1801 California Street

## 106.1 LOCAL EXCHANGE SERVICE (Cont'd)

#### **106.1.2** LOCAL LINE

Local Line provides the customer with a single, voice-grade communications channel. Each Local Line will include a telephone number.

- A. Line Types: Each Local Line customer may choose from the following line types:
  - Line Loop Start
- B. Optional Features: A customer may order the following optional features. Business rates are set forth following.
  - Caller ID
  - Caller ID Blocking
- C. Local Line Rates and Charges: A local customer will be charged applicable Nonrecurring Charges, Monthly Recurring Charges and usage charges as set forth following.
  - 1. Nonrecurring Charges:

	MAXIMUM	ACTUAL
• Connection Charges:		
• Line (Loop Start) with Touch Tone:		
<ul> <li>Area B - 1st line</li> <li>Area C - 1st line</li> <li>Area D - 1st line</li> </ul>	\$100.00 100.00 100.00	\$37.35 37.35 37.35
• Line (Loop Start) without Touch Tone:		
- 1st line	100.00	37.35

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ISSUED BY: Jeffrey P. Wirtzfeld Regional Director – Public Policy 1801 California Street

# 106.1 LOCAL EXCHANGE SERVICE **106.1.2** LOCAL LINE

C.1. (Cont'd)

	MAXIMUM	ACTUAL
• Message/Measured Rate:		
<ul><li>Non Hunt</li><li>Rotary</li></ul>	\$150.00 150.00	\$62.85 62.85
• Service/Number Change:		
- Simple	50.00	31.15
• Central Office Connection:		
- Simple	25.00	13.00
• Line Connection:		
- Simple	50.00	24.35
• Service Order:		
- Simple	50.00	25.50

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106.1 LOCAL EXCHANGE SERVICE 106.1,2 LOCAL LINE

C.1. (Cont'd)

	MAXIMUM	ACTUAL
• Local Service Restoral (per l	line) \$108.00	\$33.55

(Applies for line restoral after temporary interruption of service initiated by the Company. If service is temporarily interrupted and payment is not received within 10 days following the interruption, the Company reserves the right to discontinue service. If service is discontinued and subsequently re-established, charges apply as for a new installation of service.)

• Local Interrupt Service:

- Simple 75.00 33.55

(Applies for line restoral after customer - initiated suspension.)

• Move/Change Charge (per Service Order):

- Simple 20.00 9.80

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# 106.1 LOCAL EXCHANGE SERVICE **106.1.2** LOCAL LINE

C. (Cont'd)

# 2. Recurring Charges

		MAXIMUM	ACTUAL
	• Line (Loop Start) with Touch Tou	ne:	
	<ul><li>Area B</li><li>Area C</li><li>Area D</li></ul>	\$31.00 31.00 31.00	\$17.65 28.65 28.65
	• Line (Loop Start) without Touch Tone	31.00	28.65
	• Measured Business Line	8.00	5.50
	<ul> <li>Measured Business Line with Hunt</li> </ul>	8.00	5.50
3.	Optional Features		
	• Caller ID	8.70	6.50
	• Caller ID Blocking, per line	2.00	_

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# 106.1 LOCAL EXCHANGE SERVICE (Cont'd)

### 106.1.3 LOCAL AND INTRALATA OUTBOUND USAGE RATES

## A. Timed – Per Minute Usage Rates:

Following are the rates that will apply to all outgoing direct-dialed calls placed to Stations within the caller's local exchange area, as defined herein. These charges are in addition to the monthly line/trunk rates set forth below

	Maximum			
		DAY	No	ON-DAY
TIMED USAGE	1ST MIN.	ADD'L MIN.	1ST MIN.	ADD'L MIN.
1 - 10 miles 11 - 22 miles 23 + miles	\$0.0674 0.0758 0.0842	\$0.0170 0.0246 0.0336	\$0.0374 0.0422 0.0468	\$0.0094 0.0140 0.0188

	ACTUAL			
		DAY	No	ON-DAY
TIMED USAGE	1ST MIN.	ADD'L MIN.	1ST MIN.	ADD'L MIN.
1 - 10 miles 11 - 22 miles 23 + miles	\$0.0168 0.0188 0.0210	\$0.0042 0.0063 0.0084	\$0.0093 0.0105 0.0117	\$0.0023 0.0035 0.0047

# B. Untimed Usage Rates (includes 75 calls per month):

	MAXIMUM	ACTUAL
• Loop Start	\$7.10	\$5.55
• Add'l Calls (over 75)	0.11	0.08

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# 106.1 LOCAL EXCHANGE SERVICE 106.1.3 LOCAL AND INTRALATA OUTBOUND USAGE RATES (Cont'd)

- C. IntraLATA Per Minute Usage Rates:
  - Schedule A: Applies to calls that terminate in a LEC area other than Ameritech:

		MAXIMU	M	
	D	AY	EVEN	NING
MILEAGE	1ST MIN.	ADD'L MIN.	1ST MIN.	ADD'L MIN.
1 - 10	\$0.5800	\$0.3040	\$0.2280	\$0.0856
11 - 22	0.6400	0.3040	0.3040	0.1672
23 - 55	0.6400	0.3800	0.3040	0.1672
56 - 124	0.6400	0.4180	0.3040	0.1672
125 +	0.6400	0.4180	0.3040	0.1672

## MAXIMUM NIGHT/WEEKEND

MILEAGE	1ST MIN.	ADD'L MIN
1 - 10	\$0.2280	\$0.0856
11 - 22	0.3040	0.1672
23 - 55	0.3040	0.1672
56 - 124	0.3040	0.1672
125 +	0.3040	0.1672

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ISSUED BY: Jeffrey P. Wirtzfeld

Regional Director – Public Policy

1801 California Street Denver, CO 80202

## 106.1.3 LOCAL AND INTRALATA OUTBOUND USAGE RATES

- C. IntraLATA Per Minute Usage Rates:
  - Schedule A: Applies to calls that terminate in a LEC area other than Ameritech: (Cont'd)

ACTUAL			L	
	D	AY	EVEN	NING
MILEAGE	1ST MIN.	ADD'L MIN.	1ST MIN.	ADD'L MIN.
1 - 10	\$0.1600	\$0.1600	\$0.1200	\$0.0600
11 - 22	0.2000	0.1900	0.1400	0.0800
23 - 55	0.2000	0.2000	0.1400	0.0900
56 - 124	0.2000	0.2000	0.1400	0.1000
125 +	0.2000	0.2000	0.1400	0.1000

# ACTUAL NIGHT/WEEKEND

1ST MIN.	ADD'L MIN.
\$0.1200	\$0.0600
0.1400	0.0800
0.1400	0.0900
0.1400	0.1000
0.1400	0.1000
	\$0.1200 0.1400 0.1400 0.1400

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ISSUED BY: Jeffrey P. Wirtzfeld

Regional Director – Public Policy 1801 California Street

## 106.1 LOCAL EXCHANGE SERVICE

# 106.1.3 LOCAL AND INTRALATA OUTBOUND USAGE RATES

- C. IntraLATA Per Minute Usage Rates: (Cont'd)
  - Schedule B: Applies to calls that terminate in an Ameritech area:

	D	MAXIMU AY	M Even	NING
MILEAGE	1st Min.	ADD'L MIN.	1ST MIN.	ADD'L MIN.
1 - 10	\$0.3040	\$0.3040	\$0.2280	\$0.1140
11 - 22	0.3800	0.3610	0.2660	0.1520
23 - 55	0.3800	0.3800	0.2660	0.1710
56 - 124	0.3800	0.3800	0.2660	0.1900
125 +	0.3800	0.3800	0.2660	0.1900

## MAXIMUM NIGHT/WEEKEND

MILEAGE	1ST MIN.	ADD'L MIN.
1 - 10	\$0.2280	\$0.1140
11 - 22	0.2660	0.1520
23 - 55	0.2660	0.1710
56 - 124	0.2660	0.1900
125 +	0.2660	0.1900

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Regional Director – Public Policy

1801 California Street Denver, CO 80202

# 106.1 LOCAL EXCHANGE SERVICE (Cont'd)

# 106.1.4 LOCAL CALLING PLUS

23 + miles

		MAXIMUM			
		DAY	No	ON-DAY	
TIMED USAGE	1ST MIN.	ADD'L MIN.	1ST MIN.	ADD'L MIN.	
1 - 10 miles	\$0.0760	\$0.0190	0.0760	\$0.0190	
11 - 22 miles	0.0854	0.0286	0.0854	0.0286	
23 + miles	0.0950	0.0950	0.0950	0.0950	
		ACTUAL			
		DAY	Non-Day		
TIMED USAGE	1ST MIN.	ADD'L MIN.	1ST MIN.	ADD'L MIN.	
1 - 10 miles	\$0.0400	\$0.0100	\$0.0200	\$0.0050	
11 - 22 miles	0.0450	0.0150	0.0225	0.0075	

0.0200

0.0250

0.0100

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1801 California Street

0.0500

## 106.1 LOCAL EXCHANGE SERVICE (Cont'd)

### 106.1.5 TIMING OF LOCAL EXCHANGE CALLS

All local calls will be rated in initial sixty (60) second increments with additional six (6) second increments and all intraLATA calls will be rated in initial six (6) second increments with additional six (6) second increments.

For station to station calls, call timing begins when a connection is established between the calling telephone and the called telephone station.

For person to person calls, call timing begins when connection is established between the calling person and the particular person, station or mobile unit specified or an agreed alternate.

Call timing ends when the calling station "hangs up", thereby releasing the network connection. If the called station "hangs up", but the calling station does not, chargeable time ends when the network connection is released either by automatic timing equipment in the telephone network or by the Company operator.

### A. Time Periods Defined

RATES[1] FROM TO BUT NOT INCLUDING	G DAY APPLICABLE
Day:8:00 a.m.5:00 p.m.Evening:5:00 p.m.11:00 p.m.Night11:00 p.m.8:00 a.m.Weekend8:00 a.m.11:00 p.m.Weekend8:00 a.m.5:00 p.m.	Monday through Friday Sunday through Friday Every Day Saturday Sunday

#### [1] Rate Exception for the following Holidays:

New Year's Day (January 1), Independence Day (July 4), Labor Day (the first Monday in September), Thanksgiving Day (the fourth Thursday in November), and Christmas Day (December 25).

When these holidays fall on Monday through Friday, calls placed between 8 a.m. - 5 p.m. will be billed the Evening rate. Calls placed in the other time periods on these days, and all time periods of these holidays when they fall on Saturday and Sunday will be billed at their normal rate.

All times refer to local time.

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ISSUED BY: Jeffrey P. Wirtzfeld Regional Director – Public Policy 1801 California Street

#### 106.2 DIRECTORY LISTINGS

The Company shall provide for a single directory listing, termed the primary listing, in the telephone directory published by the dominant local exchange service provided in the customer's exchange area of the Station number which is designated as the customer's main billing number. Directory listings of additional Company Station numbers, other than the customer's main billing number, associated with a customer's service will be provided for a monthly recurring charge per listing.

- A. The Company reserves the right to limit the length of any listing in the directory by the use of abbreviations when, in its judgment, the clearness of the listing or the identification of the customer is not impaired thereby. Where more than one line is required to properly list the customer, no additional charge is made.
- B. The Company may refuse a listing which is known to constitute a legally authorized or adopted name, obscenities in the name, or any listing which, in the opinion of the Company, is likely to mislead or deceive calling persons as to the identity of the listed party, or is contrived name used for advertising purposes or to secure a preferential position in the directory or is more elaborate than is reasonable necessary to identity the listed party. The Company, upon notification to the customer, will withdraw any listing which is found to be in violation of its rules with respect thereto.
- C. Each listing must be designated Government or Business to be placed in the appropriate section of the directory. In order to aid the user of the directory, and to avoid misleading or deceiving the calling party as to the identity of the listed party, only business listings may be placed in the Business Section and only residential listings in the Residential section. The Company, upon notification to the customer, will withdraw any listing which is found to be in violation of its rules and respect thereto.

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# 106.2 DIRECTORY LISTINGS (Cont'd)

- D. In order for listings to appear in an upcoming directory, the customer must furnish the listing to the Company in time to meet the directory publishing schedule.
- E. Directory listings are provided in connection with each customer service as specified herein.
  - 1. <u>Primary Listing</u>: A primary listing contains the name of the customer, or the name under which a business is regularly conducted, as well as the address and telephone number of the customer. This listing is provided at no additional charge.
  - 2. <u>Non-published Listings</u>: Listings that are not printed in directories nor available from Directory Assistance.

Non-published Telephone Service will be furnished, at the customer's request, providing for the omission or deletion of the customer's telephone listing from the telephone directory and, in addition, the customer's telephone listing will be omitted or deleted from the directory assistance records, subject to the provisions set forth. Rates for Non-published listings are specified herein.

- 3. <u>Non-listed Numbers</u>: A Non-listed number will be furnished at the customer's request, providing for the omission or deletion of the customer's listing from the telephone directory. Such listings will be carried in the Company's directory assistance and other records and will be given to any calling party. Charges for Non-listed numbers are specified herein.
- 4. <u>Foreign Listings</u>: Where available, a listing in a telephone directory which is not in the customer's immediate calling area. The customer will be charged the rates specified in the tariff published by the specific local exchange carrier providing the Foreign Listing.

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# 106.2 DIRECTORY LISTINGS (Cont'd)

# F. Charges:

Monthly Recurring associated with Directory Listings are set forth below.

	MAXIMUM	ACTUAL
<ul> <li>Additional Listing (per listing)</li> </ul>	\$5.00	\$3.90
• Non-Listed Number (per number)	5.00	
• Non-Published Number (per number)	5.00	1.10
<ul> <li>Additional Foreign Listing (per listing)</li> </ul>	5.00	1.95

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#### 106.3 EMERGENCY SERVICES

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

### A. Charges

• Basic/Enhanced

Pass through of Municipality charge

### 106.4 TELECOMMUNICATIONS RELAY SERVICE (TRS)

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

## 106.5 INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS

Competitive pricing arrangements at negotiated rates may be furnished on an individual case basis (ICB) in response to request by customers to QCC, for proposals or for competitive bids. Service offered under this Tariff provision will be provided to the customer pursuant to contract. Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of this Tariff. Specialized rates or charges will be made available in writing to similarly situated customers on a non-discriminatory basis and will be filed with the PUCO for approval.

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