

ISSUED: NOVEMBER 30, 2012
EFFECTIVE: JANUARY 1, 2013
CAROL PAULSEN, DIRECTOR

TITLE PAGE

SCHEDULE

FOR

TELEPORT COMMUNICATIONS AMERICA, LLC.

BASIC LOCAL TELEPHONE EXCHANGE SERVICES

INCLUDING

REGULATIONS

AND

SCHEDULES OF RATES

APPLYING IN THE STATE OF OHIO

Effective January 1, 2013, the Teleport Communications America, LLC.,
Basic Local Telephone Exchange Services Tariff hereby supersedes and
replaces TCG Ohio Basic Local Telephone Exchange Services Tariff in its
entirety.

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PREFACE

TARIFF FORMAT

Page Numbering

Page numbers appear in the upper right hand corner of the page. Pages are numbered sequentially in each Section. When a new page is added between existing pages with whole numbers, an alpha character is added. For example, a new page added between pages 4 and 5 would be 4A.

Page Revision Numbers

Revision numbers also appear in the upper right hand corner of the page. These numbers are used to determine the most current page version on file. For example, a fourth revised page cancels a third revised page.

Numbering Sequence

There are nine levels of alpha-numeric coding. Each level is subservient to its previous higher level. The following is an example of the numbering sequence used in this tariff.

- 2.
- 2.1.
- 2.1.1.
- 2.1.1.A.
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PREFACE

TARIFF FORMAT (continued)

Explanation of Symbols - Coding of Tariff Revisions

Revisions to this tariff are coded through the use of symbols. These symbols appear in the right hand margin of the page. The symbols and their meanings are:

- C - to signify a changed regulation
- D - to signify discontinued rate or regulation
- I - to signify an increase in price
- N - to signify new rate or regulation
- R - to signify a reduction in price
- T - to signify a change in text but no change in price or regulation

Trademarks and Service Marks

Trademarks and Service Marks to the extent, if any, used throughout this tariff, are Trademarks and Service marks of AT&T Corp. and are as specified in the Master Table of Contents and/or the appropriate Service Section of this tariff.

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PREFACE

DEFINITIONS

Certain terms used generally throughout the tariff is defined below.

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

Authorized User: A person, firm or corporation which is authorized by the Customer or joint user to be connected to the service of the Customer or joint user, respectively.

Bit: The smallest unit of information in the binary system of notation.

CCS: One hundred call seconds or one hundred seconds of telephone conversation. One hour of telephone traffic is equal to 36 CCS (60 x 60=3600 divided by 100=36) which is equal to one erlang.

Central Office: A switching unit providing telecommunication services to the general public, designed for terminating and interconnecting lines and trunks.

Communications Services: The Company's intrastate regulated telecommunications services.

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

Dial Pulse or ("DP"): The pulse type employed by rotary dial station sets.

Direct Inward Dial or ("DID"): Provides capability for direct inward dialing to a PBX without attendant assistance.

Direct Outward Dial or ("DOD"): Provides recognition, by the exchange telephone network, of the capability of a PBX for direct outward dialing to an outside station without attendant assistance.

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DEFINITIONS (continued)

Dual Tone Multi-Frequency or ("DTMF"): The pulse type employed by tone dial station sets. Duplex Service: Service which provides for simultaneous transmission in both directions.

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

Exchange Access Line: All of the Company's Central Office equipment and outside plant facilities that are needed to connect the serving Central Office up to and including the Company-provided Network Interface or equivalent

Exchange Area

An Exchange Area is the geographical area served by a Rate Center.

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

Ground Start: Describes the signaling method between the PBX/key system interface and the Company's switch. It is also a request for service.

In-Only: A service attribute that restricts outward dial access and routes incoming calls to a designated answer point.

Individual Case Basis: A service arrangement in which the regulations, rates and charges are developed base don the specific circumstances of the case.

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

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DEFINITIONS (continued)

Kbps: Kilobits per second, denotes thousands of bits per second.

LATA: A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4.

Local Exchange Service: The furnishing services to the Company's customers within an exchange for local calling. This service also provides access to and from the telecommunications network for long distance calling.

Loop Start: Describes the signaling between the terminal equipment or PBX/key system interface and the Company's switch. It is the signal requesting service.

Mbps: Megabits, denotes millions of bits per second.

Multi-Frequency ("MF"): An inter-machine pulse-type used for signaling between telephone company switches, or between telephone company switches and PBX/key systems.

Network: Refers to the Company's facilities, equipment, and services provided under this tariff.

Out-Only: A service attribute which restricts DID.

P.nn: The grade of service for a telephone system. The digits following the P, i.e., nn, indicate the number of calls per hundred that are blocked by the system. It is a goal or measure of an event. In the example AP.01", means one call in a hundred can be blocked, so the system is designed to meet this criterion.

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DEFINITIONS (continued)

Primary Basic Exchange Service: The first business basic exchange lines at a Customer's premises, and the first two business basic exchanges access lines at a business premises, that consist of a dial tone line and the associated usage service.

Point of Connection: Also abbreviated "POC.": A location designated by the Company for the connection of Customer-provided wiring and terminal equipment to the services offered under the tariffs of the Company.

Port: A connection to the Company's switching network with one or more voice grade communications channels, each with a unique network address (telephone number), dedicated to the Customer. Each port is equipped with a Terminal Interface.

Premises: The space occupied by a Customer or authorized user in a building or buildings or contiguous property (except railroad rights-of-way, etc.) not separated by a highway.

Primary Distribution Node: A location on the Company's switching network, designated by the Company as an aggregation and interconnection point.

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

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DEFINITIONS (continued)

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 the tariffs of the Company, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date.

Service Order: The written request for Network Services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth herein and pursuant to the tariffs of the Company, but the duration of the service is calculated from the Service Commencement Date.

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

Terminal Interface: The method of physical connection between a Company-provided service and a Customer's or User's transmission cable, inside wiring, or terminal equipment. Depending upon the service ordered by the Customer, there may be a choice of terminal interfaces. The Customer is responsible for ordering a terminal interface that is compatible with the Customer's or User's terminal equipment. All terminal interfaces will be provided by industry-standard connectors as specified in or authorized by Subpart F of Part 68, Title 47, Code of Federal Regulations.

Two Way: A service attribute that includes a combination of DID and DOD capabilities.

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

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1. APPLICATION OF TARIFF

1.1 APPLICATION

1.1.1 General

This tariff sets forth rates and rules applicable to the provision and resale of Business Local Exchange Telecommunications Services defined herein by Teleport Communications America, LLC., hereinafter referred to as the "Company". Local Exchange Services are furnished for the use of end users in placing and/or receiving local telephone calls within the Local Service Area.

Each service is offered independent of the others unless otherwise noted. Service is offered via the Company's facilities or in combination with resold exchange services, intraLATA services or transmission facilities provided by other certificated carriers.

When services and facilities provided by the Company are used to obtain access to the regulated or unregulated services provided by another company or are used by another company as a part of the regulated or unregulated services offered by that Company, the regulations of the Company apply only to the use of the Company's services and facilities.

The Company may offer various unregulated services in conjunction with or ancillary to its regulated services from time to time. The rates, terms and conditions of unregulated services are described in the Service Guide. Any unregulated services not described in the Service Guides will be governed by contract between the Company and the Customer.

Services under this Tariff will be offered and billed under the name of the Teleport Communications Group Operating Company serving the customers location, or under the name of a subsidiary or affiliate, including but not limited to AT&T Corp., AT&T Communications and any AT&T affiliates authorized to provide AT&T services prior to November 17, 2005. Services may be offered singly or in bundles with services offered by Teleport Communications or their affiliates.

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2. GENERAL REGULATIONS

2.1 UNDERTAKING OF THE COMPANY

2.1.1 General

The Company undertakes to provide the services offered in this tariff on the terms and conditions and at the rates and charges specified herein.

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

Services, features and functions will be provided where facilities, including but not limited to, billing capability, technical capability and the ability of the Company to purchase underlying services, features and functions and/or unbundled network elements ("UNEs") (as that term is defined by applicable law), either alone or in combination (including a combination of unbundled switching with other UNES), are available. The Company reserves the right to withdraw any service provided pursuant to this tariff or to modify its terms and conditions, upon 30 days notice, in the event that changes occur (including regulatory changes) which affect either the availability of facilities to the Company, or the terms and conditions upon which they are obtained. The foregoing is in addition to all other existing rights retained by the Company to modify or withdraw its services at any time.

The Company's obligation to furnish service, features and/or facilities is also dependent upon its ability to provide, secure and retain, without unreasonable expense to the Company (a) suitable facilities and rights for construction and maintenance of the necessary circuits and equipment, (b) suitable space for its plant and facilities in the building where service is or is to be provided, (c) facilities for interconnection form alternate suppliers.

In any action between the parties to enforce any provision of the tariffs of the Company, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.

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2. GENERAL REGULATIONS

2.1 UNDERTAKING OF THE COMPANY (continued)

2.1.2 Scope

Basic Local Exchange Service is provided on the basis of a minimum period of at least one month, 24-hours per day. For the purpose of computing charges in the tariffs of the Company, a month is considered to have 30 days.

2.1.3 Limitations

Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in the tariffs of the Company. Customer will also be required to execute any other documents as may be reasonably requested by the Company.

At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the service order and the tariffs of the Company prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.

In any action between the parties to enforce any provision of the tariffs of the Company, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.

The tariffs of the Company shall be interpreted and governed by the laws of the State of Ohio without regard for its choice of laws provision.

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2. GENERAL REGULATIONS

2.1 UNDERTAKING OF THE COMPANY (continued)

2.1.4 Provision of Equipment and Facilities

- A. The Company will use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- B. The Company shall use reasonable efforts to maintain facilities and equipment used to provide services that it furnishes to the Customer. 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 the written consent of the Company.
- C. The Company may substitute, change, or rearrange any equipment or facility at any time, but will not thereby alter the technical parameters of the service provided to the Customer without advance notification to the Customer.
- D. Equipment the Company provides 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 provided it.
- E. The Customer shall be responsible for the payment of service charges, as set forth herein, for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.
- F. The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
 - 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.
- G. Service 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 other communications carrier that are applicable to such connections.

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2. GENERAL REGULATIONS

2.1 UNDERTAKING OF THE COMPANY (continued)

2.1.5 Shortage of Equipment or Facilities

The Company reserves the right to limit or to allocate the use of existing facilities or additional facilities offered by the Company when necessary because of lack of facilities or due to some other cause beyond the Company's control.

The furnishing of service under this tariff is subject to 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 facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

2.1.6 Customer Equipment

A Customer may transmit or recover information or signals via the facilities of the Company.

A. Station Equipment

Customer-provided terminal equipment on the Customer premises, and the electric power consumed by such equipment, shall be provided by and maintained at the expense of the Customer. Conformance of Customer-provided station equipment with part 68 of the FCC Rules is the responsibility of the Customer.

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 carried on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring must be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or other persons. If the Company, in its sole discretion, reasonably determines that additional protective equipment is required to prevent such damage or injury, it shall be provided at the Customer's expense.

B. Interconnection of Facilities

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 by the Company, at the Customer's expense.

Local Exchange 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 this Company's Tariff and the tariffs of the other communications carriers which are applicable to such connections.

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2. GENERAL REGULATIONS

2.1 UNDERTAKING OF THE COMPANY (continued)

2.1.6 Customer Equipment (continued)

C. Inspections

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 the requirements set forth in the section for the installation, operation, and maintenance of Customer-provided facilities, equipment and wiring in the connection of Customer-provided facilities and equipment to Company-provided facilities and equipment.

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 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.

A Customer, joint user, or authorized user shall not represent that its services are provided by the Company, or otherwise indicate to its Customers that its provision of services is jointly with the Company, without the written consent of the Company. The relationship between the Company and Customer shall not be that of partners or agents for one or the other, and shall not be deemed to constitute a partnership or agency agreement.

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2. GENERAL REGULATIONS

2.1 UNDERTAKING OF THE COMPANY (continued)

2.1.7 Prohibited Uses

The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer or User has not obtained all required governmental approvals, authorizations, licenses, consents and permits.

The Company may require a Customer or User immediately to shut down its transmission of signals if said transmission is causing interference to others.

A Customer or User may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charge.

2.1.8 Non-Routine Installation

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

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2. GENERAL REGULATIONS

2.1 UNDERTAKING OF THE COMPANY (continued)

2.1.9 Ownership of Facilities

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

2.1.10 Optional Rates and Information Provided to the Public

The Company will promptly advise Customers who may be affected of new, revised or optional rates applicable to their service. Pertinent information regarding the Company's services, rates and charges shall be provided directly to Customers, or shall be available for inspection at the Company's local business address.

2.1.11 Continuity of Service

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

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2. GENERAL REGULATIONS

2.2 LIABILITY OF THE COMPANY

2.2.1 Service Liability

- A. The Company's liability, if any, for its willful misconduct is not limited by this tariff. With respect to any other claim or suit by a Customer or by any others, for damages associated with the installation, provision, preemption, termination, maintenance, repair or restoration of a service, and subject to the provisions following, the Company's liability, if any, shall not exceed an amount equal to the proportionate charge for the service for the period during which the service was affected. In no event shall the Company be liable for special, reliance, consequential, or other such damages. This liability for damages shall be in addition to any amounts that may otherwise be due the Customer under this tariff as a Credit Allowance for Interruptions.
- B. The Company is not liable for any act or omission of any other communications provider which furnishes a portion of a service.
- C. The Company is not liable for damages to a premises resulting from the furnishing of service including the installation and removal of equipment or facilities and associated wiring, unless the damage is caused by the Company's negligence.
- D. The Company shall be indemnified, defended, and held harmless against any claim, loss or damage arising from the use of service offered under this tariff, involving:
 - 1. Claims for libel, slander, invasion of privacy or infringement of copyright arising from any communication;
 - 2. Claims for patent infringement arising from the Customer or authorized user combining or using the service furnished by the Company in connection with facilities or equipment furnished by others; or
 - 3. All other claims arising out of any act or omission of others in the course of using services provided pursuant to this tariff.

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2. GENERAL REGULATIONS

2.2 LIABILITY OF THE COMPANY (continued)

2.2.1 Service Liability (continued)

- E. The Company does not guarantee or make any warranty with respect to its services when used in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the Customer and authorized user from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by any other party or person(s), and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal presence, condition, location or use of any installation, operation, location or use of any installation so provided. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this paragraph as a condition precedent to such installations.
- F. No license under patents (other than the limited license to use) is granted by the Company or shall be implied or arise by estoppel, with respect to any service offered under this tariff. The Company will defend the Customer and authorized user against claims of patent infringement arising solely from the use by the Customer or authorized user of services offered under this tariff and will indemnify such Customer or authorized user for any damages awarded based solely on such claims.
- G. The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.
- H. The Company shall not incur any liability, direct or indirect, to any person who dials or attempts to dial the digits "911" or to any other person who may be affected by the dialing of the digits "911".

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2. GENERAL REGULATIONS

2.2 LIABILITY OF THE COMPANY (continued)

2.2.2 Temporary Suspension for Repairs

The Company shall have the right to make necessary repairs or changes in its facilities at any time and will have the right to suspend or interrupt service temporarily for the purpose of making the necessary repairs or changes in its system. When such suspension or interruption of service for any appreciable period is necessary, the Company will give Customers who may be affected as reasonable notice thereof as circumstances will permit, and will perform the work with reasonable diligence, and if practicable at times that will cause the Customer the least inconvenience. When the Company is repairing or changing its facilities, it shall take appropriate precautions to avoid unnecessary interruptions of communications or Customer's service.

2.2.3 Credit Allowance for Interruptions

Interruptions in service, which are not due to the negligence of, or noncompliance with the provisions of the tariffs of the Company by, the Customer or of an authorized or joint user, or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth below for the part of the service that the interruption affects.

A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under its tariffs. An interruption period begins when the Customer reports a service, facility or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

No interruption allowance shall be made for failures in facilities provided with or by other carriers except as may otherwise be provided in other Sections of this tariff. Credit is not allowed for interruptions to service of less than seventy-two hours.

Basic Local Exchange Service subscribers who experience a service interruption in excess of seventy-two hours and who call to report the outage to the Company shall be provided a credit equal to at least one month's charges for any local services rendered inoperative.

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2. GENERAL REGULATIONS

2.2 LIABILITY OF THE COMPANY (continued)

2.2.3 Credit Allowance for Interruptions (continued)

B. No credit allowance will be made for:

1. interruptions due to the negligence of, or noncompliance with the provisions of the tariffs of the Company by, the Customer, User, or other common carrier providing service connected to the service of the Company;
2. interruptions due to the negligence of any person other than the Company, including but not limited to the Customer or other common carriers connected to the Company's facilities;
3. interruptions of service due to the failure or malfunction of facilities, power or equipment provided by the Customer, authorized user, joint user, or other common carrier providing service connected to the service offered by the Company;
4. interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
5. interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
6. interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements; and
7. interruption of service due to circumstances or causes beyond the control of the Company;
8. interruptions of service that occur or continue due to the Customer's failure to authorize replacement of any element of special construction.

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2. GENERAL REGULATIONS

2.2 LIABILITY OF THE COMPANY (continued)

2.2.4 Governmental Authorizations

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

2.2.5 Violation of Regulations

When any terminal equipment or communications system is used with Local Exchange Services in violation of any of the provisions of this tariff, the Company will take immediate action, based on the circumstances, to protect its services or interests, including disconnection of the service, and will promptly notify the Customer of the violation. The Customer shall discontinue such improper use of the terminal equipment or communications system or correct the violation and shall confirm in writing to the Company within 10 days, following the receipt of written notice from the Company, that such use has ceased or that the violation has been corrected. Failure of the Customer to discontinue such use or to correct the violation and to give the required written confirmation to the Company within the time stated above shall result in disconnection of the Customer's service until such time as the Customer complies with the provisions of this Tariff.

2.2.6 Privacy

Every billing and collection agent providing services for Company Customers must abide by the Public Service Law and the Public Service Commission's regulations and orders with respect to Customer proprietary network information, Automatic Number Identification, Private Listings, Caller ID and privacy principles, with respect to any services or Customer information obtained by the Company.

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2. GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER

2.3.1 Customer Responsibilities

A. The Customer shall be responsible for:

1. The payment of all applicable charges pursuant to this tariff.

The Customer is responsible for the payment of any charges related to access to or use of intra- or inter-LATA toll services in order to originate or terminate calls on a 1+ basis or to receive 8YY service. The Customer is solely liable for charges assessed by AT&T or other providers for such services.

2. 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 premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
3. Providing at no charge, as specified from time to time by the Company, any needed personnel, equipment or facilities, space, and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
4. Obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of associated equipment or facilities used to provide Local Exchange Services to the Customer from the cable building entrance or property line to the location of the equipment or facilities space described above. 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 equipment or 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 an order for service;

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2. GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER (Continued)

2.3.1 Customer Responsibilities (Continued)

A. The Customer shall be responsible for: (Continued)

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 in such area by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. 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 the Customer is responsible under this section; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
7. Not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities.

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2. GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER (continued)

2.3.2 Claims

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

- A. Any loss, destruction, or damage to property of the Company or any third party, or the death or injury to persons, including but not limited to, employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or
- B. 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 in a manner not contemplated by the agreement between the Customer and the Company.

The Company shall be indemnified and saved harmless by the Customer against claims for libel, slander, fraudulent or misleading advertisement, or infringement of copyright arising directly or indirectly from the material transmitted over its facilities or the use thereof; and against all other claims arising out of any act or omission of the Customer in connection with the services and facilities provided by the Company.

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2. GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER (continued)

2.3.3 Resale and Sharing

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

2.3.4 Joint Use Arrangements

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

2.3.5 Transfers and Assignments

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 and any appropriate authorizations, if necessary, 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 the assets of the Company; or (c) pursuant to any financing, merger or reorganization of the Company.

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2. GENERAL REGULATIONS

2.4. PAYMENTS AND CHARGES

2.4.1 Establishment and Reestablishment of Credit

The Company will conduct a credit investigation of each commercial service Customer or applicant prior to accepting the service order, Customer deposit or advance payment. A Customer whose service has been discontinued for non payment of bills for any telecommunications service(s) provided by AT&T will be required to pay all bills due the Company for telecommunications services or make a reasonable deferred payment arrangement and to re-establish credit before service is restored or any service started.

If service is established and it is subsequently determined that the applicant is indebted to the Company for service previously furnished, the Company may suspend or terminate such service until satisfactory arrangements have been made for the payment of the prior indebtedness.

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2. GENERAL REGULATIONS

2.4. PAYMENTS AND CHARGES

2.4.2 Billing and Collection

The Customer is responsible for payment of all charges for equipment or facilities and services furnished by the Company to the Customer.

The Company will establish a monthly billing date for each Customer account and shall bill all charges incurred by, and credits due to the Customer under this tariff. Nonrecurring charges are due and payable within 30 days after the date an invoice is mailed to the Customer by the Company. Recurring charges are billed monthly in advance of the month in which service is provided, except where prohibited by law. Usage sensitive charges are billed monthly for usage incurred by the Customer during the preceding billing period(s). Bills are due by the payment due date shown on the bill.

When service does not begin on the first day of the billing cycle, or end on the last day of the billing cycle, the charge for the fraction of the billing cycle in which service was furnished will be calculated on a pro rata basis, except as otherwise expressly provided in this tariff.

Usage for Prime Services is timed and rated per call in increments specified in the applicable service tariffs. Timing begins with the completion of the connection and ends with the termination of the connection. Partial increments will be rounded up to the next full increment on a per call basis and partial cents will be rounded to the next whole cent, on a per call basis.

Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in the Service Guides of the Company or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

When a Customer reschedules the effective service date of an order less than thirty (30) days prior to the originally requested service date, the Customer may be charged a rescheduling charge equal to a maximum of one hundred percent (100%) of the non-recurring charges per arrangement, per reschedule. If a Customer reschedules more than thirty (30) days after the originally scheduled installation date, Monthly Recurring Charges may be charged beginning thirty-one (31) days after the original installation date.

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2. GENERAL REGULATIONS

2.4 PAYMENTS AND CHARGES

2.4.3 Billing Disputes

If the customer disputes its bill, the Company must be notified in a timely fashion. If notice is not received in a timely fashion, the bill statement shall be deemed to be correct and payable in full by the Customer. If the Customer is unable to resolve any dispute with the Company, then the Customer may request information or assistance from the Commission.

2.4.4 Advance Payments

The Company may require a Customer or applicant to make an advance payment as a condition of continued or new service. The Company reserves the right to require from an applicant for service, advance payments of recurring and nonrecurring charges, estimated usage charges, and other charges and guarantees in such amount as may be deemed necessary by the Company for safeguarding its interests. In addition, where special construction is involved, advance payment of the construction charges quoted, may be required at the time of application. The advance payment will be applied to any indebtedness for the service and facilities for which the advance payment is made.

A Customer whose service has been discontinued for nonpayment of bills will be required to pay the unpaid balance due carrier and may be required to pay reconnect charges.

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2. GENERAL REGULATIONS

2.4 PAYMENTS AND CHARGES (continued)

2.4.5 Deposits for Business Customers

- . To safeguard its interests, the Company may require a Business Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation.

A deposit may be required in addition to an advance payment.

When service is terminated, the amount of the deposit will be applied to any indebtedness to the Company for service charges. Cash deposits are not to exceed 230% of a reasonable estimate of one month's service charges for the installation of Basic Local Exchange Service for any person that it determines, in its discretion, is not creditworthy.

2.4.6 Returned Check Charges

In addition to any late payment charges specified in this tariff, the Business Customer will be assessed a charge for each check, draft or electronic funds transfer submitted by the Customer to the Company which a financial institution refuses to honor.

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2. GENERAL REGULATIONS

2.4 PAYMENTS AND CHARGES (continued)

2.4.7 Late Payment Charge

The Company may apply a Late Payment Charge if any portion of the Customer's payment is received by the Company after the payment due date or if any portion of the payment is received by the Company in funds which are not immediately available, providing billing capability exists.

The late factor shall be 1.0% per month unless an applicable law or regulation specifies a lower interest rate to be charged or portion thereof applied from the 31st calendar day after payment date to and including the date that the Company actually receives the payment. The Late Payment Charge shall be assessed monthly, based on the delinquent balance maintained on the account at the time.

2.4.8 Charge Increases

The Company reserves the right to increase charges for Services provided to the customer, regardless of any term commitment, as a result of (a) expenses incurred by the Company reasonably relating to regulatory assessments stemming from an order, rule or regulation of any regulatory authority or court having competent jurisdiction; (b) other governmental charges or fees; c) charges or payment obligations imposed on the Company related to termination of domestic or international calls to mobile numbers; or (d) reductions in amounts other carriers are required to pay to the Company or increases in the amount the Company is required to pay to other carriers. Customers with tariffed based contracts will be held to the terms and conditions of their contract until such contract is expired.

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2.GENERAL REGULATIONS

2.5 CANCELLATION, DISCONTINUANCE, REFUSAL, SUSPENSION AND CHANGES

2.5.1 Cancellation of Service

A. Cancellation of Service Order

Applications for service are noncancellable unless the Company otherwise agrees. Where the Company permits the Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.

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 would otherwise not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.

Where the Company incurs an expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage applies.

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2.GENERAL REGULATIONS

2.5 CANCELLATION, DISCONTINUANCE, REFUSAL, SUSPENSION AND CHANGES

2.5.1 Cancellation of Service

B. Cancellation of Service

The Customer must provide Company with 45 days advance written notice of a service cancellation or termination. If a Customer cancels or terminates services before the completion of the term for any reason whatsoever other than a service interruption, the Customer agrees to pay to the Company the following sums within 21 days of the effective date of the cancellation or termination and be payable under the terms set forth in in 2.4 preceding: all costs, fees and expenses reasonably incurred in connection with:

1. All non-recurring charges reasonably expended by the Company to establish service to the Customer; and
2. Any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company; and
3. All recurring charges for the balance of the then-current term; and
4. Any other charges specified in the service order for such early cancellation or termination.

The above sums will become due and owing as of the effective date of the cancellation or termination and be payable within the period, as set forth in this Tariff.

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2. GENERAL REGULATIONS

2.5 CANCELLATION, DISCONTINUANCE AND CHANGES (continued)

2.5.2 Discontinuance of Service

The Company may discontinue or refuse to furnish any and/or all service(s) to the Customer or Applicant for service without incurring any liability if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities, assets or services, or to comply with any governmental requirement or prohibition.

If a Customer (or any reseller or intermediary in the sales chain between the Customer and an end user) fails to comply with the terms of service or with any applicable federal, state, or municipal law or regulation, the Company may, on written notification to the Customer, immediately deny requests for additional service and/or suspend, restrict or discontinue providing services to the non-complying Customer. If the non-compliance is not cured to Company's reasonable satisfaction within 30 days after the date of notification, the Company may discontinue the service upon five days notice to the Customer. Company may pursue any other available remedies with respect to the conduct that constitutes non-compliance.

The 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 up to the time of discontinuance. In addition, the Company may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer, to be immediately due and payable.

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

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2. GENERAL REGULATIONS

2.5 CANCELLATION, DISCONTINUANCE AND CHANGES (Continued)

2.5.2 Discontinuance of Service (Continued)

- A. The Company may without incurring any liability, discontinue or suspend service immediately pursuant to the following:

Customer violates any material term or condition for furnishing service

1. The Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of communications services, or its planned use of the Company's service(s); or
2. The Customer states that it will not comply with a request of the Company for security for the payment for service(s) or advance payments; or
3. The Customer uses service to transmit a message, locate a person or otherwise give or obtain information without payment for the service; or
4. The Customer uses, or attempts to use, service with the intent to avoid the payment, either in whole or in part, of the charges for the service by:
 - (a) Using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by Company; or
 - (b) Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or
 - (c) Any other fraudulent means or devices.
 - (d) The use of profane or obscene language.
 - (e) The use of the service of the Company for a message or messages, anonymous or otherwise, if in a manner reasonably expected to frighten, abuse, torment, or harass another.

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2. GENERAL REGULATIONS

2.5 CANCELLATION, DISCONTINUANCE AND CHANGES (Continued)

2.5.2 Discontinuance of Service (Continued)

- B. Upon the Customer's nonpayment of any amounts owing to the Company for services found herein, the Company may, by giving 7 days prior written notice to the Customer, discontinue or suspend service not earlier than 14 days after the due date without incurring any liability.
- C. Upon condemnation of any material portion of the facilities used by the Company to provide service to the 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 any governmental prohibition or requirement, alteration of the services to be provided or any violation of an applicable law or regulation, the Company may with or without prior written notice discontinue service without incurring any liability.

2.5.3 Application of Partial Payments

If a Customer continues to pay all current bills, defined as that portion of the amount owed by the Customer for services contained herein that is not more than 30 days overdue, the Company shall not discontinue service for non-payment of a past due amount for the Company's services when the Customer has entered into an amortization agreement with the Company. Payments for current bills shall first be credited to the Company's Basic Local Exchange service. Past due amounts collected under the amortization schedule will first be applied by the Company to eliminating any over-due payments for Basic Local Exchange service. A reasonable period of amortization of past due amounts shall be three months for business service. Amortization is not appropriate unless the past due amount of the Customer is greater than twice the average monthly bill for the class of service to which the Customer belongs over the last six months for the use of the Company's serviced contained in this tariff.

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2. GENERAL REGULATIONS

2.5 CANCELLATION, DISCONTINUANCE AND CHANGES (continued)

2.5.3 Termination Liability

The Customer will furnish the Company with forty-five (45) days prior written notice should it desire to terminate an application or contract, in whole or in part, for which the initial application or contract period is in excess of one month at the same location.

Existing customers who have not renewed their contracts prior to the effective date of this tariff will be subject to these notice requirements.

A. Facilities

New customers who sign a contract on or after the effective date are subject to these notice requirements. Upon the Customer's discontinuance of a term agreement for facilities prior to the expiration of the agreed upon term, the termination liability will be equal to the monthly charge multiplied by the number of months remaining on the contract - discounted for present value of 6%.

B. Usage

Existing customers who have not renewed their contracts prior to the effective date of this tariff will be subject to these notice requirements. New customers who sign a contract on or after the effective date are subject to these notice requirements. In the event that a customer has a term commitment for usage and disconnects service prior to the expiration of the usage term, the termination liability with respect to minutes of use charges shall be a monthly usage charge applied for the remaining months of the usage contract - discounted for present value of 6%. The monthly usage charge will be determined by calculating the average monthly usage of the first 6 months of the term. In the event that a customer disconnects within the first 6 months of their usage term, the liability usage charges will be calculated by averaging total usage dollars divided by the number of months activated.

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2. GENERAL REGULATIONS

2.5. CANCELLATION, DISCONTINUANCE AND CHANGES (continued)

2.5.3 Termination Liability

C. Termination Liability

In the event that one or more Local Services are terminated prior to the completion of the Minimum Retention Period, a Service Termination Charge will apply. For Local Services that are terminated with less than twelve months remaining to be completed in the Minimum Retention Period for that Local Service, a Service Termination Charge equal to three months recurring charges will apply. For Local Services that are terminated with between twelve and twenty-three months remaining to be completed in the Minimum Retention Period for that Local Service, a Service Termination Charge equal to six months recurring charge will apply. For Local Services that are terminated with twenty-four or more months remaining to be completed in the Minimum Retention Period for that Local Service, a Service Termination Charge equal to nine months recurring charges will apply.

2.5.5 Changes in Service

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

2.5.6 Reserved for Future Use

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. GENERAL REGULATIONS

2.5. CANCELLATION, DISCONTINUANCE AND CHANGES (continued)

2.5.7 Restoration of Service

If a customer's service is restored after having been suspended and/or disconnected but a Company service order to terminate such service has not been completed when such service is restored, the Customer may be required to pay a restoration of service charge.

When a Customer's service has been disconnected and the service has been terminated through the completion of a Company service order, service may be re-established only upon receipt of an application of new service.

Service initiated after the discontinuance for non-payment will be subject to the standard nonrecurring charges for new service. Service that has been re-established may require the assignment of a new telephone number.

If any Company service has been suspended, restricted or discontinued for nonpayment, service will be re-established no later than one day upon receipt of all charges due, including charges for services and facilities during a period of restriction or suspension and including a service restoration fee. If the Customer has a history of payments returned for insufficient funds, the Company may require payment by cash, money order or certified check. If such payment is made by personal check, restoration of service will be effected upon bank clearance of the check.

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2. GENERAL REGULATIONS

2.6 NOTICES AND COMMUNICATIONS

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, communication, or bill with the U.S. Mail or a private delivery service, postage prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications, or billing.

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2. GENERAL REGULATIONS

2.7 PROVISION FOR CERTAIN LOCAL TAXES AND FEES

2.7.1 General

Customer will pay all sales, use, gross receipts, excise, access, bypass or other local, state and Federal taxes, charges or surcharges, however designated, imposed on or based upon the provision, sale or use of the Services (excluding taxes on the Company's net income). Such taxes will be separately stated on the applicable invoice.

2.7.2 Allocation

Any assessments, franchise fees, privilege, license, occupation, excise, or other similar fees or taxes, whether in a lump sum or at a flat rate, or based on receipts, or based on poles, wire or other utility property units, imposed upon the Company by any governmental authority shall be added pro rata, insofar as practical, to the rates and charges stated in the Company's standard schedules, in amounts which in the aggregate for the Company's Customers of any political entity shall be equal to the amount of any such fee or tax upon the Company. Company shall, so long as any such tax or fee is in effect, add to the bills of the Customers in such political entity pro rata on the basis of the revenue derived by Company from each such Customer, an amount sufficient to recover any such tax or fee and may list the amount separately on the bill.

2.7.3 Additional Surcharges

The Company may include surcharges on the customer's bill as required by the Public Utility Commission, the state government pursuant to state law or the federal government.. Surcharges may include, but are not limited to, the High Cost Fund, the 9-1-1 surcharge, and the Telecommunications Relay Service Fund.

A. Telecommunications Relay System

Customers may be assessed a charge per lien per month to fund the Telecommunications Relay Services for the State of Ohio in accordance with Section 4905.84 of the Revised Code. This charge shall in no event exceed the per end user line (or equivalent) assessment the Public Utilities Commission of Ohio levied upon the Company.

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2. GENERAL REGULATIONS

2.8 SPECIAL CONSTRUCTION AND SPECIAL ARRANGEMENTS

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

- 1) where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- 2) of a type other than that which the Company would normally utilize in the furnishing of its services;
- 3) over a route other than that which the Company would normally utilize in the furnishing of its services;
- 4) in a quantity greater than that which the Company would normally construct;
- 5) on an expedited basis;
- 6) on a temporary basis until permanent facilities are available;
- 7) involving abnormal costs; or
- 8) in advance of its normal construction.

2.8.1 Basis for Charges

Where the Company furnishes a facility or service on a special construction basis, or any service for which a rate or charge is not specified in the Company's tariffs, charges will be based on the costs incurred by the Company and may include: (1) non-recurring type charges; (2) recurring type charges; (3) termination liabilities; or (4) combinations thereof. The agreement for special construction will ordinarily include a minimum service commitment based upon the estimated service life of the facilities provided.

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2. GENERAL REGULATIONS

2.8 SPECIAL CONSTRUCTION AND SPECIAL ARRANGEMENTS (continued)

2.8.2 Basis for Cost Computation

The costs referred to in 2.8.1 preceding may include one or more of the following items to the extent they are applicable:

- A. cost installed of the facilities to be provided including estimated costs for the rearrangements of existing facilities. Cost installed includes the cost of:
 - 1) equipment and materials provided or used,
 - 2) engineering, labor and supervision,
 - 3) transportation,
 - 4) rights of way, and
 - 5) any other item chargeable to the capital account;
- B. annual charges including the following:
 - 1) cost of maintenance;
 - 2) depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;
 - 3) administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;
 - 4) any other identifiable costs related to the facilities provided; and
 - 5) an amount for return and contingencies.

2.8.3 Termination Liability

- A. To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of the customer.
- B. The maximum termination liability is equal to the total cost of the special facility as determined under 2.8.2, proceeding, adjusted to reflect the predetermined estimate net salvage, including any reuse of the facilities provided.
- C. The maximum termination liability as determined in paragraph A. shall be divided by the original term of service contracted for by the Customer (rounded up to the next whole number of months) to determine the monthly liability. The Customer's termination liability shall be equal to this monthly amount multiplied by the remaining unexpired term of service (rounded up to the next whole number of months), discounted to present value at six (6) percent, plus applicable taxes.

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2. GENERAL REGULATIONS

2.8 SPECIAL CONSTRUCTION AND SPECIAL ARRANGEMENTS (continued)

2.8.5 Term

The minimum term for any Service shall not be less than one (1) month, unless otherwise agreed by the Company. The Customer and Company may agree to longer minimum terms for particular services.

2.8.6 Extension of Line Facilities

Extensions of line facilities for exchange service will generally be made without construction charges under the normal construction programs of the Company to meet the needs of present or future applicants for new permanent telephone exchange service to permanent premises for year round occupancy.

2.8.7 Moves, Adds and Changes

Upon receipt of written notice from the Customer, the Company will add, delete or change locations or features of specific lines and equipment. The Company shall charge the Customer a nonrecurring charge for such service. In the event that in excess of 10% of the lines and equipment installed are deleted, the Customer will be subject to the Company's standard termination charge.

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2. GENERAL REGULATIONS

2.9 APPLICATION OF RATES

The regulations set forth in this Section govern the application of rates for services contained in the tariffs of the Company.

2.9.1 Rates Based on Duration of Use

Where charges for a service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

- A. Usage is timed and rated per call in increments specified in the applicable service tariffs.
- B. Timing begins with the completion of the connection and ends with the termination of the connection.
- C. Partial increments will be rounded up to the next full increment on a per call basis and partial cents will be rounded to the next whole cent on a per call basis.

2.9.2 Rates Based Upon Distance

Where charges for a service are specified based upon distance, the following rules apply:

- A. Distance between two points is measured as airline distance between the Rate Centers of the originating and terminating telephone lines. The Rate Center is a set of geographic coordinates, as referenced in National Exchange Carrier Association, Inc. Tariff FCC No.4, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number). Where there is no telephone number associated with an access line on the Company's network (such as a dedicated access line), the Company will apply the Rate Center of the Customer's main billing telephone number.

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2. GENERAL REGULATIONS

2.9 APPLICATION OF RATES (Continued)

2.9.2 Rates Based Upon Distance (Continued)

- B. The airline distance between any two Rate Centers is determined as follows:
- 1) Obtain the "V" (vertical) and "H" (horizontal) coordinates for each Rate Center from the above-referenced NECA tariff.
 - 2) Compute the difference between the "V" coordinates of the two rate centers; and the difference between the two coordinates.
 - 3) Square each difference obtained in step (b) above.
 - 4) Add the square of the "V" difference and the square of the difference obtained in step (c) above.
 - 5) Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.

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3. SERVICE AREAS

3. LOCAL CALLING AREAS

3.2.1 Local Calling Area Exchanges

Basic Local Exchange Service is offered in the following counties:

Athens, Belmont, Brown, Butler, Carroll, Clark, Clermont, Clinton, Coshocton, Cuyahoga, Delaware, Fairfield, Fayette, Franklin, Gallia, Geauga, Greene, Guernsey, Hamilton, Harrison, Highland, Hocking, Jefferson, Lake, Lawrence, Licking, Lorain, Madison, Medina, Meigs, Monroe, Montgomery, Morgan, Muskingum, Noble, Perry, Pickaway, Preble, Ross, Scioto, Summit, Tuscarawas, Union, Warren, and Washington Service Areas Within the State of Ohio.

3.2.2 Local Calling Exchange Service Areas

Local Calling Exchange Services are provided in limited geographic areas. Exchange Services bearing the following NPA-NXX designations are provided at the following locations and in the following areas.

<u>Exchange Area</u>	<u>Local Calling Exchange Areas</u>
Aberdeen	Aberdeen, Ripley
Akron	Akron, Atwater, Greensburg, Hartville, Kent, Manchester, Mogadore, North Canton, Uniontown, Ravenna, Rootstown
Alexandria	Cincinnati Metropolitan Area
Alliance	Alliance, Atwater, Canton, Marlboro, Sebring
Alton	Alton, Canal Winchester, Cheshire Center, Columbus, Dublin, Gahanna, Grove City, Groveport, Harrisburg, Hilliard, Lockbourne, London, New Albany, Pataskala, Rathbone, Sunbury, Resaca, Reynoldsburg, Westerville, W. Jefferson, Worthington
Arabia	Arabia, Guyan, Ironton, Walnut
Atwater	Akron, Atwater, Alliance, Kent, Marlboro, Ravenna, Rootstown
Adena	Adena, Cadiz, Dillonvale-Mt. Pleasant, Wheeling: Zone VII, Wheeling: Zone VIII

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3. SERVICE AREAS

3. LOCAL CALLING AREAS (Continued)

3.2.2 Local Calling Exchange Service Areas (Continued)

<u>Exchange Area</u>	<u>Local Calling Exchange Areas</u>
Barnesville	Barnesville, Beallsville, Bethesda, Fairview, Morrystown, Quaker City, Somerton
Beallsville	Beallsville, Barnesville, Bethesda, Clarington, Somerton, Woodsfield
Beavercreek	Dayton Metropolitan Area, Donnelsville, Enon, Jamestown, Medway, New Carlisle, Spring Valley, Xenia
Bedford	Aurora, Bainbridge, Bedford, Berea, Brecksville, Chagrin Falls, Chesterland, Cleveland, Columbia Station, Gates Mills, Hillcrest, Hinckley, Independence, Montrose, North Royalton, Northfield, Olmsted Falls, Richfield, Russell, Strongsville, Terrace, Trinity, Twinsburg, Victory, Wickliffe, Willoughby
Belfast	Belfast, Hillsboro, Marshall, Sugar Tree Ridge
Bellaire	Wheeling: Zone VI, Wheeling: Zone VII, Wheeling: Zone VIII
Bellbrook	Dayton Metropolitan Area, Donnelsville, Enon, Medway, New Carlisle, Spring Valley, Xenia
Belpre	Belpre, Marietta

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3. SERVICE AREAS

3. LOCAL CALLING AREAS (Continued)

3.2.2 Local Calling Exchange Service Areas (Continued)

<u>Exchange Area</u>	<u>Local Calling Exchange Areas</u>
Berea	Aurora, Bainbridge, Bedford, Berea, Brecksville, Chagrin Falls, Chesterland, Cleveland, Columbia Station, E. Claridon, Elyria, Gates Mills, Hillcrest, Hinckley, Independence, Montrose, North Royalton, North Eaton, Northfield, Olmsted Falls, Richfield, Russell, Strongsville, Terrace, Trinity, Twinsburg, Victory, Wickliffe, Willoughby
Bethesda	Bethesda, Barnesville, Beallsville, Centerville, Morristown, Somerton, Wheeling: Zone VIII
Bloomington	Bloomington, Jeffersonville, New Holland, Sedalia, Washington Court House
Bloomingtonville	Bloomingtonville, Castalia, Sandusky
Bloomingtondale	Amsterdam, Bloomingtondale, Hopedale, Jewett, Richmond, Smithfield, Steubenville,
Bowersville	Bowersville, Jamestown, Milledgeville, Xenia
Brecksville	Aurora, Bainbridge, Bedford, Berea, Brecksville, Chagrin Falls, Chesterland, Cleveland, Columbista, Gates Mills, Hillcrest, Hinckley, Independence, Montrose, North Royalton, Northfield, Olmsted Falls, Richfield, Russell, Strongsville, Terrace, Trinity, Twinsburg, Victory, Wickliffe, Willoughby
Brilliant	(a) Brilliant, Mingo Junction, Smithfield, Steubenville
Burton	Burton, Chagrin Falls, Cleveland, Terrace

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3. SERVICE AREAS

3. LOCAL CALLING AREAS (Continued)

3.2.2 Local Calling Exchange Service Areas (Continued)

<u>Exchange Area</u>	<u>Local Calling Exchange Areas</u>
Canal Fulton	Canal Fulton, Akron, Canton, Manchester, Massillon, North Canton
Canal Winchester	Columbus, Alton, Canal Winchester, Dublin, Gahanna, Grove City, Groveport, Harrisburg, Hilliard, Lockbourne, New Albany, Reynoldsburg, Westerville, W. Jefferson, Worthington, Carroll, Lancaster, Amanda, Baltimore, Cheshire Center, Pataskala, Rathbone, Sunbury
Canfield	Canfield, North Jackson, North Lima, Salem, Youngstown
Canton	Canton, Alliance, Canal Fulton, Hartville, Louisville, Magnolia-Waynesburg, Marlboro, Massillon, Navarre, North Canton
Carroll	Baltimore, Carroll, Canal Winchester, Columbus, Lancaster
Castalia	Castalia, Bloomingville, Sandusky
Cedarville	Cedarville, Jamestown, Pitchin, South Solon, South Charleston, Yellow Springs-Clifton, Xenia
Centerville	Beallsville, Bethesda, Centerville, Powhatan Point, Wheeling Zone 6, Wheeling Zone 8
Chagrin Falls	Aurora, Bainbridge, Bedford, Berea, Brecksville, Burton, Chagrin Falls, Cleveland, Columbia Station, Gates Mills, Hillcrest, Hinckley, Independence, Montrose, Newbury, North Royalton, Northfield, Olmsted Falls, Richfield, Russell, Strongsville, Terrace, Trinity, Twinsburg, Victory, Wickliffe, Willoughby, Chesterland

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3. SERVICE AREAS

3. LOCAL CALLING AREAS (Continued)

3.2.2 Local Calling Exchange Service Areas (Continued)

<u>Exchange Area</u>	<u>Local Calling Exchange Areas</u>
Cheshire	Cheshire, Gallipolis, Pomeroy, Vinton
Chesterland	Bedford, Berea, Brecksville, Chagrin Falls, Cleveland, E. Claridon, Gates Mills, Hillcrest, Independence, Montrose, Newbury, North Royalton, Olmsted Falls, Russell, Strongsville, Terrace, Trinity, Victory, Wickliffe, Willoughby, Chesterland, Kirtland
Christiansburg	Christiansburg, Fletcher Lena, New Carlisle, North Hampton
Cincinnati	Cincinnati Metropolitan Area, Butlerville, Fayetteville, Mason, South Lebanon, Lebanon, Oxford, Morrow
Clarington	Clarington, Beallsville, Duffy, Woodsfield
Clermont	Cincinnati Metropolitan Area, Mason, Fayetteville
Cleveland	Aurora, Avon Lake, Bainbridge, Bedford, Berea, Brecksville, Burton, Chagrin Falls, Cleveland, Columbia Station, E. Claridon, Elyria, Gates Mills, Grafton, Hillcrest, Hinckley, Independence, Leroy, Montrose, Montville, Newbury, North Royalton, North Eaton, Northfield, Olmsted Falls, Perry, Richfield, Russell, Strongsville, Terrace, Trinity, Twinsburg, Victory, Wickliffe, Willoughby, Chesterland
Columbiana	Columbiana, East Palestine, Lisbon, Leetonia, New Waterford, North Lima, Rogers, Salem, Youngstown

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3. SERVICE AREAS

3. LOCAL CALLING AREAS (Continued)

3.2.2 Local Calling Exchange Service Areas (Continued)

<u>Exchange Area</u>	<u>Local Calling Exchange Areas</u>
Columbus	Carroll, Columbus, Alton, Canal Winchester, Dublin, Gahanna, Grove City, Groveport, Harrisburg, Hilliard, Lockbourne, New Albany, Reynoldsburg, Westerville, W. Jefferson, Worthington, London, Ashville, Alexandra, Baltimore, Cheshire Center, Delaware, Johnstown, Kilbourne, Mt. Sterling, Pataskala, Rathbourne, Sunbury, Granville, Resaca, Plain City
Conesville	Conesville, Coshocton, Dresden, West Lafayette
Corning	Corning, New Lexington, Shawnee
Coshocton	Coshocton, Conesville, West Lafayette
Dalton	Dalton, Massillon
Danville	Danville, Hillsboro, Sugar Tree Ridge
Dayton	Dayton Metropolitan Area, Donnelstown, Enon, Franklin, Jamestown, Medway, Middletown, New Carlisle, Spring Valley, Yellow Springs-Clifton, Xenia
Donnelstown	Donnelstown, Dayton Metropolitan Area, Enon, Medway, New Carlisle, North Hampton, Springfield
Dresden	Dresden, Conesville, Zanesville
Dublin	Columbus, Alton, Canal Winchester, Cheshire Center, Dublin, Gahanna, Grove City, Groveport, Harrisburg, Hilliard, Lockbourne, New Albany, Reynoldsburg, Westerville, W. Jefferson, Worthington, Delaware, Pataskala, Plain City, Rathbone, Sunbury
Duffy	Duffy, Clarrington, Graysville, New Matamoras, Woodsfield

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3. LOCAL CALLING AREAS (Continued)

3.2.2 Local Calling Exchange Service Areas (Continued)

<u>Exchange Area</u>	<u>Local Calling Exchange Areas</u>
East Liverpool	East Liverpool, Lisbon, Rogers, Salineville, Wellsville
East Palestine	East Palestine, Columbiana, Lisbon, New Waterford, Rogers, Salem, Youngstown
Enon	Enon, Dayton Metropolitan Area, Donnelsville, Springfield, Yellow Springs-Clifton
Fairborn	Dayton Metropolitan Area, Donnelsville, Enon, Medway, New Carlisle, Spring Valley, Yellow Springs-Clifton
Findlay	Findlay
Fletcher-Lena	Fletcher-Lena, Christiansburg, Piqua
Fostoria	Fostoria, New Riegel
Flushing	Flushing, Cadiz, Freeport, Wheeling Zone 8
Franklin	Dayton, Franklin, Miamisburg-West, Carrolton, Middletown
Fremont	Fremont, Lindsey
Fultonham	Fultonham, New Lexington, Roseville, Somerset, Zanesville
Gahanna	Columbus, Alton, Canal Winchester, Dublin, Gahanna, Grove City, Groveport, Harrisburg, Hilliard, Lockbourne, New Albany, Reynoldsburg, Westerville, W. Jefferson, Worthington, Cheshire Center, Johnstown, Pataskala, Rathbone, Sunbury, Plain City
Gallipolis	Gallipolis, Cheshire, Guyan, Rio Grande, Vinton, Walnut

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3.2.2 Local Calling Exchange Service Areas (Continued)

<u>Exchange Area</u>	<u>Local Calling Exchange Areas</u>
Gates Mills	Aurora, Bainbridge, Bedford, Berea, Brecksville, Chagrin Falls, Cleveland, Columbia Station, E. Claridon, Gates Mills, Hillcrest, Hinckley, Independence, Montrose, North Royalton, Northfield, Olmsted Falls, Richfield, Russell, Strongsville, Terrace, Trinity, Twinsburg, Victory, Wickliffe, Willoughby, Chesterland, Kirtland, Mentor
Girard	Girard, Hubbard, Niles, Youngstown
Glenford	Glenford, New Lexington, Somerset, Thornville
Gnadenhutten	Gnadenhutten, Newcomerstown, Uhrichsville
Graysville	Graysville, Duffy, Lewisville, New Matamoras, Woodsfield
Greensburgh	Greensburg, Akron, Manchester, North Canton, Uniontown
Grove City	Columbus, Alton, Canal Winchester, Dublin, Gahanna, Grove City, Groveport, Harrisburg, Hilliard, Lockbourne, New Albany, Reynoldsburg, Westerville, W. Jefferson, Worthington, Cheshire Center, Mt. Sterling, Pataskala, Rathbone, Sunbury
Groveport	Columbus, Alton, Canal Winchester, Dublin, Gahanna, Grove City, Groveport, Harrisburg, Hilliard, Lockbourne, New Albany, Reynoldsburg, Westerville, W. Jefferson, Worthington, Cheshire Center, Rathbone, Pataskala, Sunbury
Guyan	Guyan, Arabia, Gallipolis, Walnut
Hamilton	Cincinnati Metropolitan Area, Morning Sun, Mason, Oxford

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3. LOCAL CALLING AREAS (Continued)

3.2.2 Local Calling Exchange Service Areas (Continued)

<u>Exchange Area</u>	<u>Local Calling Exchange Areas</u>
Harrisburg	Columbus, Alton, Canal Winchester, Dublin, Gahanna, Grove City, Groveport, Harrisburg, Hilliard, Lockbourne, New Albany, Reynoldsburg, Westerville, W. Jefferson, Worthington, London, Cheshire Center, Mt. Sterling, Pataskala, Rathbone, Sunbury
Harrison	Cincinnati Metropolitan Area, Mason
Hartville	Hartville, Akron, Canton, Louisville, Marlboro, North Canton, Uniontown
Hillcrest	Aurora, Bainbridge Bedford, Berea, Brecksville, Chagrin Falls, Cleveland, Columbia Station, E. Claridon, Elyria, Gates Mills, Hillcrest, Hinckley, Independence, Montrose, North Royalton, Northfield, Olmsted Falls, Richfield, Russell, Strongsville, Terrace, Trinity, Twinsburg, Victory, Wickliffe, Willoughby, Chesterland, Kirtland
Hilliard	Columbus, Alton, Canal Winchester, Dublin, Gahanna, Grove City, Groveport, Harrisburg, Hilliard, Lockbourne, New Albany, Reynoldsburg, Westerville, W. Jefferson, Worthington, Cheshire Center, Pataskala, Plain City, Rathbone, Sunbury, Resaca
Hillsboro	Hillsboro, Belfast, Danville, Marshall, Rainsboro, Sugar Tree Ridge
Holland	Toledo Metropolitan Area
Hubbard	Hubbard, Girard, Lowellville, Youngstown, Sharon

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3. SERVICE AREAS

3. LOCAL CALLING AREAS (Continued)

3.2.2 Local Calling Exchange Service Areas (Continued)

<u>Exchange Area</u>	<u>Local Calling Exchange Areas</u>
Independence	Aurora, Bainbridge Bedford, Berea, Brecksville, Chagrin Falls, Cleveland, Columbista, Gates Mills, Hillcrest, Hinckley, Montrose, North Royalton, Northfield, Olmsted Falls, Perry, Richfield, Russell, Strongsville, Terrace, Trinity, Twinsburg, Victory, Wickliffe, Willoughby, Chesterland
Irononton	Irononton, Arabia
Jamestown	Jamestown, Beaver creek, Bowersville, Cedarville, Dayton, Jeffersonville, Milledgeville, South Solon, Xenia
Jeffersonville	Jeffersonville, Bloomingburgh, Jamestown, Milledgeville, Sedalia, South Solon, Washington Court House
Kent	Kent, Akron, Atwater, Mantua, Mogadore, Ravenna, Rootstown
Kirtland	Kirtland, Chesterland, Gates Mills, Hillcrest, Mentor, Painesville, Terrace, Wickliffe, Willoughby
Knoxville	Knoxville, Steubenville, Toronto, Richmond

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3. LOCAL CALLING AREAS (Continued)

3.2.2 Local Calling Exchange Service Areas (Continued)

<u>Exchange Area</u>	<u>Local Calling Exchange Areas</u>
Lancaster	Lancaster, Canal Winchester, Carroll, Rushville, Sugar Grove
Leetonia	Leetonia, Lisbon, Columbiana, Salem, Youngstown
Leroy	Leroy, Cleveland, Mentor, Painesville, Willoughby
Lewisville	Lewisville, Graysville, Woodsfield
Lindsey	Lindsey, Fremont
Lisbon	Lisbon, Columbiana, East Liverpool, East Palestine, Leetonia, Rogers, Salem, Salineville, Wellsville, New Waterford
Little Miami	Cincinnati Metropolitan Area, Mason, South Lebanon, Fayetteville, Morrow
Lockbourne	Columbus, Alton, Canal Winchester, Dublin, Gahanna, Grove City, Groveport, Harrisburg, Hilliard, Lockbourne, New Albany, Reynoldsburg, Westerville, W. Jefferson, Worthington, Ashville, Cheshire Center, Pataskala, Rathbone, Sunbury
London	London, Alton, Columbus, Harrisburg, Sedalia, South Charleston, South Solon, South Vienna, West Jefferson
Louisville	Louisville, Canton, Hartville, North Canton
Lowellville Mason	Lowellville, Hubbard, North Lima, Youngstown Cincinnati Metropolitan Area, South Lebanon, Lebanon, Mason, Morrow, Waynesville
Mingo Junction	Mingo Junction, Steubenville, Brilliant

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3. SERVICE AREAS

3. LOCAL CALLING AREAS (Continued)

3.2.2 Local Calling Exchange Service Areas (Continued)

<u>Exchange Area</u>	<u>Local Calling Exchange Areas</u>
Magnolia-Waynesburg	Mangonlia-Wanesburg, Caton
Manchester	Manchester, Akron, Canal Fulton, Greensburg
Mantua	Mantua, Kent, Ravenna
Marietta	Marietta, Newport, Belpre, New Matamoras
Marlboro	Marlboro, Alliance, Atwater, Canton, Hartville, Rootstown
Marshall	Marshall, Belfast, Hillsboro, Rainsboro
Martins Ferry-Bridgeport	Wheeling: Zone VI, Wheeling: Zone VII, Wheeling: Zone VIII
Massillon	Massillon, Canal Fulton, Canton, Dalton, Navarre, North Canton
Maumee	Toledo Metropolitan Area
Medway	Medway, Dayton Metropolitan Area, Donnelsville, New Carlisle, Springfield
Mentor	Mentor, Gates Mills, Krtland, Leroy, Painesville, Wickliffe, Willoughby
Miamisburg-West	Dayton Metropolitan Area, Donnelsville, Enon, Franklin, Medway, New Carlisle, Spring Valley

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3. SERVICE AREAS

3. LOCAL CALLING AREAS (Continued)

3.2.2 Local Calling Exchange Service Areas (Continued)

<u>Exchange Area</u>	<u>Local Calling Exchange Areas</u>
Middletown	Middletown, Dayton, Franklin, Monroe, Trenton
Milledgeville	Milledgeville, Bowersville, Jamestown, Jefferson, Washington Court House
Mingo Junction	Mingo Junction, Steubenville
Mogadore	Mogadore, Akron, Kent, Uniontown
Monroe	Monroe, Middletown, Trenton
Montrose	Aurora, Bainbridge, Bedford, Berea, Brecksville, Chagrin Falls, Chesterland, Cleveland, Columbista, Gates Mills, Hillcrest, Hinckley, Independence, Montrose, North Royalton, Northfield, Olmsted Falls, Richfield, Russell, Strongsville, Terrace, Trinity, Twinsburg, Victory, Wickliffe, Willoughby
Morristown	Morristown, Barnesville, Bethesda, Fairview, Wheeling Zone 8, Flushing
Murray City Mentor	Murray City, Nelsonville, Shawnee Mentor, Gates Mills, Kirkland, Leroy, Painesville, Wickliffe, Willoughby, Perry

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3. SERVICE AREAS

3. LOCAL CALLING AREAS (Continued)

3.2.2 Local Calling Exchange Service Areas (Continued)

<u>Exchange Area</u>	<u>Local Calling Exchange Areas</u>
Navarre	Navarre, Canton, Massillon
Nelsonville	Nelsonville, Murray City, Shawnee
New Albany	Columbus, Alton, Canal Winchester, Dublin, Gahanna, Grove City, Groveport, Harrisburg, Hilliard, Lockbourne, New Albany, Reynoldsburg, Westerville, W. Jefferson, Worthington, Cheshire Center, Johnstown, Pataskala, Rathbone, Sunbury, Plain City
New Carlisle	New Carlisle, Christiansburg, Dayton Metropolitan Area, Donnelville, Medway, North Hampton, Springfield
Newcomerstown	Newcomerstown, Gnadenhutten, Washington Court House
New Lexington	New Lexington, Corning, Fultonham, Glenford, Roseville, Shawnee, Somerset, Thornville, Zanesville
New Matamoras	New Matamoras, Duffy, Graysville, Marietta, Newport
Newport	Newport, Marietta, New Matamoras
New Waterford	New Waterford, Columbiana, East Palestine, Rogers, Lisbon, North Lima, Youngstown
Niles	Niles, Girard, North Jackson, Youngstown
North Canton	North Canton, Akron, Canal Fulton, Canton, Greensburg, Hartville, Louisville, Massillon, Uniontown
North Hampton	North Hampton, Christiansburg, Donnelville, New Carlisle, Springfield, Tremont City
North Jackson	North Jackson, Canfield, Niles, Youngstown

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3. LOCAL CALLING AREAS (Continued)

3.2.2 Local Calling Exchange Service Areas (Continued)

<u>Exchange Area</u>	<u>Local Calling Exchange Areas</u>
North Lima	North Lima, Canfield, Columbiana, Lowellville, Youngstown, New Waterford
North Royalton	Aurora, Bainbridge, Bedford, Berea, Brecksville, Chagrin Falls, Cleveland, Columbia Station, Elyria, Gates Mills, Hillcrest, Hinckley, Independence, Montrose, North Royalton, North Eaton, Northfield, Olmsted Falls, Richfield, Russell, Strongsville, Terrace, Trinity, Twinsburg, Victory, Wickliffe, Willoughby, Chesterland
Norwich	Norwich, Pilo, Zanesville
Olmsted Falls	Aurora, Bainbridge, Bedford, Berea, Brecksville, Chagrin Falls, Cleveland, Columbiana, Elyria, Gates Mills, Hillcrest, Hinckley, Independence, Montrose, North Royalton, North Eaton, Northfield, Olmsted Falls, Richfield, Russell, Strongsville, Terrace, Trinity, Twinsburg, Victory, Wickliffe, Willoughby, Chesterland
Painesville	Chardon, Kirkland, Leroy, Madison, Mentor, Montville, Perry, Painesville, Willoughby
Powhatan Point	Powhatan Point, Centerville, Clarington, Beallsville, Wheeling Zone 6, Wheeling Zone 8
Painesville	Painesville, Kirtland, Leroy, Mentor, Willoughby
Perrysburgh	Toledo Metropolitan Area
Philo	Philo, Norwich, Roseville, Zanesville
Piqua	Piqua, Fletcher-Lena
Pitchin	Pirchin, Cedarville, South Charleston, Springfield, Yellow Springs-Clifton

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3. LOCAL CALLING AREAS (Continued)

3.2.2 Local Calling Exchange Service Areas (Continued)

<u>Exchange Area</u>	<u>Local Calling Exchange Areas</u>
Rainsboro	Rainsboro, Hillsboro, Marshall
Ravenna	Akron, Atwater, Ravenna, Kent, Mantua, Rootstown
Reynoldsburg	Columbus, Alton, Canal Winchester, Dublin, Gahanna, Grove City, Groveport, Harrisburg, Hilliard, Lockbourne, New Albany, Reynoldsburg, Westerville, W. Jefferson, Worthington, Alexander, Baltimore, Cheshire Center, Pataskala, Rathbone, Sunbury
Rio Grande	Rio Grande, Gallipolis, Vinton, Walnut, Ripley, Aberdeen
Richmond	Richmond, Amsterdam, Steubenville, Bergholz, Knoxville
Seven Mile	Cincinnati Metropolitan Area, Oxford
Smithfield	Smithfield, Brilliant, Steubenville, Dillonvale-Mt. Pleasant, Tiltonsville
Somerton	Somerton, Barnesville, Beallsville, Bethesda, Woodsfield
Rogers	Rogers, Columbiana, East Liverpool, East Palestine, Lisbon, New Waterford
Rootstown	Rootstown, Atwater, Kent, Marlboro, Ravenna, Akron
Roseville	Roseville, Rultonham, New Lexington, Philo, Zanesville
Rushville	Rushville, Lancaster, Somerset, Thornville

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3. LOCAL CALLING AREAS (Continued)

3.2.2 Local Calling Exchange Service Areas (Continued)

<u>Exchange Area</u>	<u>Local Calling Exchange Areas</u>
St. Clairsville	Bethesda, Wheeling: Zone VI, Wheeling: Zone VII, Wheeling: Zone VIII
Salem	Canfield, East Palestine, Salem, Columbiana, Leetonia, Lisbon, Youngstown
Salineville	Salineville, East Liverpool, Lisbon, Wellsville
Sandusky	Sandusky, Bloomingville, Castalia
Sebring	Sebring, Alliance
Sedalia	Sedalia, Bloomingburg, Jeffersonville, London, South Solon
Sharon	Sharon, Hubbard, Youngstown
Shawnee	Shawnee, Corning, Murray City, Nelsonville, New Lexington
Somerset	Somerset, Fultonham, Glenford, New Lexington, Rushville, Thornville
Somerton	Somerton, Barnesville, Beallsville, Bethesda, Woodsfield
South Charleston	South Charleston, Dedarville, London, Pitchin, South Solon, South Vienna, Springfield

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3. SERVICE AREAS

3. LOCAL CALLING AREAS (Continued)

3.2.2 Local Calling Exchange Service Areas (Continued)

<u>Exchange Area</u>	<u>Local Calling Exchange Areas</u>
South Solon	South Solon, Cedarville, Jamestown, Jeffersonville, London, Sedalia, South Charleston
South Vienna	South Vienna, London, South Charleston, Springfield
Springfield	Springfield, Donnelsviele, Enon, Medway, New Carlisle, North Hampton, Pitchin, South Charleston, South Vienna, Tremont City, Yellow Springs-Clifton
Spring Valley	Spring Valley, Dayton Metropolitan Area, Xenia
Steubenville	Steubenville, Mingo Junction, Toronto, Amsterdam, Bergholz, Bloomingdale, Brilliant, Dillonvale-Mt. Pleasant, Hopedale, Knoxville, Richmond, Smithfield, Tiltonsville
Strongsville	Aurora, Bainbridge, Bedford, Berea, Brecksville, Chagrin Falls, Cleveland, Columbista, Elyria, Gate Mills, Hillcrest, Hinckley, Independence, Montrose, North Royalton, North Eaton, Northfield, Olmsted Falls, Richfield, Russell, Strongsville, Terrace, Trinity, Twinsburg, Victory, Wickliffe, Willoughby, Chesterland
Sugar Grove	Sugar Grove, Lancaster
Sugar Tree Ridge	Sugar Tree Ridge, Belfast, Danville, Hillsboro, Winchester

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3. SERVICE AREAS

3. LOCAL CALLING AREAS (Continued)

3.2.2 Local Calling Exchange Service Areas (Continued)

<u>Exchange Area</u>	<u>Local Calling Exchange Areas</u>
Terrace	Aurora, Bainbridge, Bedford, Berea, Brecksville, Burton, Chagrin Falls, Cleveland, Columbista, Gates Mills, Hillcrest, Hinckley, Independence, Montrose, North Royalton, Northfield, Olmsted Falls, Richfield, Russell, Strongsville, Terrace, Trinity, Twinsburg, Victory, Wickliffe, Willoughby, Burton, Chesterland, Kirtland
Thornville	Thornville, Glenford, New Lexington, Rushville, Somerset
Tiffin	Tiffin, New Riegel
Tiltonsville	Tiltonsville, Wheeling Zone 7, Dillonvale-Mt. Pleasant, Smithfield, Steubenville
Toledo	Toledo Metropolitan Area
Toronto	Knoxville, Toronto, Steubenville, Wellsville
Tremont City	Tremont City, Steubenville, Wellsville
Trenton	Trenton, Middletown, Monroe
Trinity	Aurora, Avon Lake, Bainbridge, Bedford, Berea, Brecksville, Chagrin Falls, Cleveland, Columbia Station, Elyria, Gates Mills, Hillcrest, Hinckley, Independence, Montrose, North Royalton, North Eaton, Northfield, Olmsted Falls, Richfield, Russell, Strongsville, Terrace, Trinity, Twinsburg, Victory, Wickliffe, Willoughby, Chesterland

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3. SERVICE AREAS

3. LOCAL CALLING AREAS (Continued)

3.2.2 Local Calling Exchange Service Areas (Continued)

<u>Exchange Area</u>	<u>Local Calling Exchange Areas</u>
Uhrichsville	Uhrichsville, Gnadenhutten
Uniontown	Uniontown, Akron, Greensburg, Mogadore, Hartville, North Canton
Upper Sandusky	Upper Sandusky
Vandalia	Dayton Metropolitan Area, Donnelville, Enon, Medway, New Carlisle, Spring Valley
Victory	Aurora, Bainbridge, Bedford, Berea, Brecksville, Chagrin Falls, Cleveland, Columbia Station, Elyria, Gates Mills, Hillcrest, Hinckley, Independence, Montrose, North Royalton, North Eaton, Northfield, Olmsted Falls, Richfield, Russell, Strongsville, Terrace, Trinity, Twinsburg, Victory, Wickliffe, Willoughby, Chesterland
Vinton	Vinton, Cheshire, Gallipolis, Rio Grande
Walnut	Walnut, Arabia, Gallipolis, Guyan, Rio Grande
Washington Court House	Washington Court House, Bloomingburg, Jeffersonville, Milledgeville, New Holland
Wellsville	Wellsville, East Liverpool, Lisbon, Salineville, Toronto

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3. SERVICE AREAS

3. LOCAL CALLING AREAS (Continued)

3.2.2 Local Calling Exchange Service Areas (Continued)

<u>Exchange Area</u>	<u>Local Calling Exchange Areas</u>
Westerville	Columbus, Alton, Canal Winchester, Dublin, Gahanna, Grove City, Groveport, Harrisburg, Hilliard, Lockbourne, New Albany, Reynoldsburg, Westerville, W. Jefferson, Worthington, Delaware, Johnstown, Kilbourne, Pataskala, Rathbone, Sunbury, Plain City
West Jefferson	Columbus, Alton, Canal Winchester, Dublin, Gahanna, Grove City, Groveport, Harrisburg, Hilliard, Lockbourne, New Albany, Reynoldsburg, Westerville, W. Jefferson, Worthington, London, Cheshire Center, Pataskala, Plain City, Rathbone, Sunbury, Resaca
West Lafayette	West Lafayette, Conesville, Coshocton, Newcomerstown
Whitehouse	Toledo Metropolitan Area
Wheeling Zone 6	Wheeling Zone 6, Wheeling Zone 7, Wheeling Zone 8, Powhatan Point, Centerville
Wickliffe	Aurora, Bainbridge, Bedford, Berea, Brecksville, Chagrin Falls, Cleveland, Columbia Station, Gates Mills, Hillcrest, Hinckley, Independence, Montrose, North Royalton, Northfield, Olmsted Falls, Richfield, Russell, Strongsville, Terrace, Trinity, Twinsburg, Victory, Wickliffe, Willoughby, Chesterland, Kirtland, Mentor
Wheeling Zone 8	Wheeling Zone 8, Morristown, Flushing, Adena, Bethesda, Wheeling Zone 6, Wheeling Zone 7, Centerville

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3. SERVICE AREAS

3. LOCAL CALLING AREAS (Continued)

3.2.2 Local Calling Exchange Service Areas (Continued)

<u>Exchange Area</u>	<u>Local Calling Exchange Areas</u>
Willoughby	Aurora, Bainbridge, Bedford, Berea, Brecksville, Chagrin Falls, Cleveland, Columbia Station, Gates Mills, Hillcrest, Hinckley, Independence, Leroy, Montrose, North Royalton, Northfield, Olmsted Falls, Perry, Richfield, Russell, Strongsville, Terrace, Trinity, Twinsburg, Victory, Wickliffe, Willoughby, Chesterland, Kirtland, Mentor, Painesville
Winchester	Winchester, Sugar Tree Ridge
Woodsfield	Woodsfield, Beallsville, Clarington, Duffy, Graysville, Lewisville, Somerton
Worthington	Columbus, Alton, Canal Winchester, Dublin, Gahanna, Grove City, Groveport, Harrisburg, Hilliard, Lockbourne, New Albany, Reynoldsburg, Westerville, W. Jefferson, Worthington, Cheshire Center, Delaware, Kilbourne, Pastaskala, Rathbone, Sunbury, Plain City
Zanesville	Zanesville, Dresden, Fultonham, Norwich, Philo, Roseville, New Lexington, Adamsville, Frazeysburg, Gratiot
Xenia	Xenia, Beavercreek, Bellbrook, Bowersville, Cedarville, Jamestown, Spring Valley, Yellow Springs-Clifton, Dayton
Yellow Springs-Clifton	Yellow Springs-Clifton, Cedarville, Enon, Fairborn, Ptiching, Xenia, Springfield, Dayton
Zanesville	Zanesville, Dresden, Fultonham, Norwich, Philo, Roseville, New Lexington

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4. SPECIAL ARRANGEMENTS

4.1 CONTRACTS

The Company may offer customized service packages under special arrangements on a case by case basis. Service offered under this tariff provision will be provided to customers 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.

4.2 MARKET TRIALS

The Company may offer service to test and evaluate service capabilities, Implementation procedures, technical processes, etc., or for market research including rate experimentation purposes. Such trials will be for a limited duration.

4.3 PROMOTIONAL OFFERINGS

From time to time, the company will introduce promotional offerings. The Company may offer services at a reduced rate, free of charge, or offer incentives including gift certificates and coupons for promotional, market research, or rate experimentation purposes. Such offerings will be for a limited duration.

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5. EMERGENCY NUMBER SERVICE (911)

5.1 GENERAL

- 5.1.1 This tariff provides for Emergency Number Service (911 Service) which is an arrangement of Company Central Office and trunking facilities whereby any user who dials the number 911 will reach the Public Safty Answering Point (PSAP) for the telephone from which the number is dialed or will be routed to an operator if all lines to the PSAP are busy. The telephone user who dials the 911 number will not be charged for the call.
- 5.1.2 Emergency Number Service (911), is a telephone exchange communication service whereby a Public Safety Answering Point (PSAP) designated by the Customer may receive telephone calls dialed to the telephone number 911, from service users within a 911 service area.
- 5.1.3 Two types of 911 service are offered: Basic 911 (911) and Enhanced 911 Service (E911).
- A. Basic 911 Service: provides for routing all 911 calls originated by telephones having telephone numbers beginning with a given central office prefix code or codes to a single PSAP equipped to receive those calls.
 - B. E911 Service provides additional features: such as selective routing of 911 calls to a specific PSAP which is selected from the various PSAPs serving Customers within that central office area; E911 trunks; Automatic Number Identification and PSAP Data Base Establishment and Update Service.
- 5.1.4 The 911 calling party waives the privacy afforded by non-listed and non-published service to the extent that the telephone number, address and name associated with the originating access line location are furnished to the PSAP.

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5. EMERGENCY NUMBER SERVICE (911)

5.2 DEFINITIONS

Automatic Location Identification (ALI) - an E911 feature that provides information automatically to the PSAP with each E911 call, including the caller's telephone number, the service address or location of the telephone, and supplementary emergency services information of the location from which a call originates. Additional telephones with the same number as the calling party's (secondary locations, off-premise extensions, etc.) are identified with the address of the telephone number at the main location.

Automatic Number Identification (ANI) - telephone number associated with the access line from which a call originates.

911 Service Area - the geographic area in which a particular PSAP will respond to all 911 calls and dispatch appropriate emergency assistance.

911 Trunks - trunks between a serving central office and a PSAP or between two central offices, except where one of the central offices is a remote unit. In instances where one of the central offices is a remote unit, nonrecurring charges and monthly rates do not apply to that segment of the 911 trunk.

Emergency Number Service - a telephone exchange communication service whereby a Public Safety Answering Point (PSAP) serving the customer's location may receive telephone calls dialed to the telephone number 911. The 911 Service includes lines and equipment necessary for transferring and dispatching public emergency telephone calls originated by persons within the telephone central offices areas arranged for 911 calling.

Emergency Service Number (ESN) - a Selective Routing (SR) code assigned to each telephone number in an exchange where SR is provided to route E911 calls to an appropriate PSAP. The ESN defines the set of emergency services (e.g., police, fire, PSAP and medical) within a particular serving area. An ESN is associated with a primary PSAP, and possibly one or more secondary PSAPs.

Emergency Telephone Service Charge - a charge for the network start-up costs, custom notification costs, billing costs including an allowance for uncollectibles and network nonrecurring and recurring installation, maintenance, service, and equipment network charges of the Company providing 911 service.

PSAP Data Base Establishment and Update Service - provides the PSAP with the initial list, as well as periodic updates of customer names, telephone numbers and addresses for ALI.

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5. EMERGENCY NUMBER SERVICE (911)

5.2 DEFINITIONS (continued)

Public Safety Answering Point (PSAP) - facility equipped and staffed to receive 911 calls, operated or answered on a 24-hour basis, assigned responsibility by a public agency or county to receive 911 calls and, as appropriate, to directly dispatch emergency response services, or to transfer or relay emergency 911 calls to other public safety agencies. It is the first point of reception by a public safety agency of a 911 call, and serves the jurisdictions in which it is located and other participating jurisdictions, if any.

Serving Central Office - central office from which a PSAP, either primary or secondary, is served.

Service Supplier - any provider of regulated telephone service to service user in the state.

5.3 EMERGENCY TELEPHONE SERVICE CHARGE

5.3.1 The Company may assess customers a fee, on a recurring basis, nonrecurring basis, or both to recover the costs incurred by the Company for providing 911 service, and may, where permitted, also assess and remit appropriated surcharges or other amounts payable to public or other agencies that provide 911 service.

5.3.2 Because the Company's serving boundaries may not coincide with political subdivisions and 911 service district boundaries, the Company may assess standard fees and surcharges upon all service users served by a central office providing 911 service.

5.4 RATES AND CHARGES

5.4.1 Appropriate recurring and non-recurring service charges apply as set forth in the applicable Commission tariffs of the Company or by concurrence with other telephone company tariffs or by special contractual agreements between the Company and the appropriate governmental agency.

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5. EMERGENCY NUMBER SERVICE (911)

5.5 RULES AND REGULATIONS

This service is limited to the use of central office telephone number 911 as the emergency telephone number.

The Company shall not be required to provide 911 Service to less than an entire central office (switching entity).

The Company will not provide both Basic 911 and Enhanced 911 service within a given central office (switching entity).

911 Service is furnished to the customer only for the purpose of receiving reports of emergencies from the public.

Intercept service for the seven-digit emergency numbers replaced by 911 will be provided, upon request, for up to one year or until the next customer directory issuance, whichever is longer, at no charge.

911 Service lines are arranged for one-way incoming service to the appropriate PSAP. These lines cannot be used to originate calls from a PSAP.

911 Service lines are provided solely for the benefit of the customer operating the PSAP. The provision of 911 Service by the Company shall not be interpreted, construed, or regarded as being for the benefit of, or creating any obligation, either expressed or implied, toward any third person or legal entity other than the customer.

The Company does not undertake to answer and forward 911 calls, but furnishes the use of its facilities to enable the service users to have the ability to access the PSAP.

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5. EMERGENCY NUMBER SERVICE (911)

5.5 RULES AND REGULATIONS (continued)

Any terminal equipment (PSAP) used in connection with 911 Service, whether such equipment is provided by the Company or the customer, shall not be permitted to be used to extract any information from the Data Management System, other than information relating to number identified as the source of as in-progress 911 call.

E911 information consisting of the names, addresses and telephone numbers of telephone customers whose listings are not published in directories or listed in Directory Assistance Offices is confidential- Information will be provided on a call-by-call basis only for the purpose of responding to emergency calls and is not to be used or disclosed by the customer, its agents or employees for any other purpose.

ANI/ALI may not be displayed on calls placed over party lines.

The Company's entire liability to any person for interruption or failure of 911 Service shall be limited to the terms specified in this and other Tariffs.

The rates charged for 911 Service do not include the monitoring of facilities to discover errors, defects and malfunctions in the service, nor does the Company undertake such responsibility. The customer shall be responsible for making such operational tests as, in the judgment of the customer, are required to determine whether the system is functioning properly for its use. The customer shall promptly notify the Company in the event the system is not functioning properly.

The Company's liability to the customer, the 911 calling party or any other party or persons for any loss or damage arising from errors, interruptions, omissions, delays, defects, failures, or real functions of this service or any part thereof, whether caused by the negligence of the Company or otherwise, shall not exceed the amount equivalent to the pro-rata charges for the service affected during the period of time that the service was fully or partially inoperative. These limited damages shall be in addition to any credits, which may be given for an out-of-service condition.

The customer and participating governmental units and agencies each agree to release, indemnify, defend, and hold harmless the Company, from any and all loss, claims, demands, suits or other action, or any liability whatsoever, other than the Company's sole negligence, arising out of the customer's use of 911 service, whether suffered, made, instituted or asserted by the customer or by any person or persons, or for any loss, damage or destruction of any property, whether owned by the customer or others; and the customer and participating governmental units and agencies agree to purchase and maintain adequate insurance against such liability.

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5. EMERGENCY NUMBER SERVICE (911)

5.5 RULES AND REGULATIONS (continued)

The customer agrees to release, indemnify, defend, and hold harmless the Company from any infringement or invasion of the right of privacy or confidentiality 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 911 service features and the equipment associated therewith, or by any services furnished by the Company in connection therewith, including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing 911 service hereunder, and which arise out of the negligence or other wrongful act of the customer, its user agencies or municipalities, or the employees or agents of any one of them.

The installation of initial or subsequent 911 exchange lines to maintain applicable the Company standards, will be provided, at the appropriate charges by the Company.

Because the Company's telephone exchange boundaries and political subdivisions and 911 service district boundaries may not coincide, as a condition of 911 Service, the customer must handle or make arrangements to handle all 911 calls that originate from telephones served by central offices in the local service area whether or not the calling telephone is situated on property within the geographical boundaries of the customer's public safety jurisdiction.

Application for 911 Service must be made in writing by the customer. If application for service is made by an agent, the Company must be provided with satisfactory written proof of authority of the agent by the customer.

The customer shall:

- A. Subscribe to local exchange service at the PSAP location for administrative purposes, for placing outgoing calls, for receiving non-911 calls, and for operator forwarded calls.
- B. Subscribe to, or provide, telephone equipment with a capacity adequate to handle the number of incoming 911 lines recommended by the Company.
- C. Appoint a coordinator who will be responsible for the implementation of the final 911 service plan and the determination of the Emergency Telephone Service Charge, and will oversee the annual auditing process, and negotiate call handling situations where central office overlaps.

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6. SUPPLEMENTAL SERVICES

6.1 CONNECTION CHARGES

6.1.1 Restoral Charge

A restoral charge applies each time a service is reconnected after suspension or termination for nonpayment but before cancellation of the service, as deemed in Section 2 of this Tariff.

Refer to the Price List.

6.1.2 Moves, Adds and Changes

The Company alone may make changes in the location of its lines and equipment. When it is found that a move or change of such lines or equipment has been made by others, the Connection Charge for the underlying service will apply as if the work had been done by the Company.

The customer will be assessed a charge for any move, add or change of a Company service. Move, Add and Change are defined as follows:

Move

The disconnection of existing equipment at one location and reconnection of the same equipment at a new location in the same building or in a different building on the same premises.

Add

The addition of a vertical service to existing equipment and/or service at one location.

Change

Change, including rearrangement or reclassification of existing service at the same location.

Changes to a billing name or address will be assessed a nonrecurring charge.

6.1.3 Rates and Charges

See Price List

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6. SUPPLEMENTAL SERVICES

6.2 CHARGES ASSOCIATED WITH PREMISES VISIT

6.2.1. Terms and Conditions

The customer may ask for an estimate or a firm bid before requesting a Company technician to visit the customers' premises. When an estimate is provided, the estimate is not binding on the Company and the charge to be billed will be based on the actual time (measured in 1/2 hour increments) and materials charges incurred. When a firm bid is provided at customer request, the charge to be billed is the amount quoted to the customer for the work requested. Special Construction charges are identified in Section 2.

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6. SUPPLEMENTAL SERVICES

6.3 NONRECURRING CHARGES

6.3.1 Service Order Charge

Requests for ordering, connecting, installing, changing or moving of telecommunications services that relate to the Company's basic local exchange services under this tariff are subject to nonrecurring Service Order Charges on a per order basis. Service Order Charges do not apply to disconnection of service.

6.3.2 Line Move or Add with Dispatch

Adds or moves to an existing Basic Local Service line that requires dispatch of Company personnel to a Customer location are subject to nonrecurring charges on a per site, per hour basis, with a one hour minimum charge per site, beginning from the time when the Company's employee or contractor enters the Customer's location. Charges are rounded to the nearest work hour with a 1hour minimum.

6.3.3. Record Order Charge

A Record Order Charge is applied to existing Basic Local Service Customers who initiated a change to their billing records, including but not limited to a suspension of services, change in mailing address of billing party, change in name of billing party, or an addition or change of IntraLATA calling plan services. Changes to such information will be charged a record order charge on a per request basis.

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. SUPPLEMENTAL SERVICES

6.4 PRIMARY INTEREXCHANGE CARRIER (PIC) CHANGE CHARGE

A PIC Change Charge is a non-recurring charge. It applies to existing Local Service Customers who request a change in their PIC designation for pre-subscription of IntraLATA service. The charge is applied on a per-line or per-trunk basis. When both the IntraLATA and InterLATA designation is changed at the same time, only one PIC change charge applies.

The PIC Change Charge applies to the following services contained in this tariff: PrimePath Lines and Trunks, PrimePath Lines on INCS, Prime Digital Trunks, Integrated Prime Digital Trunks, Prime Digital Trunks on INCS, Integrated PrimePath Lines and Trunks, Integrated PrimePath NBX, PrimePath NBX and PrimeNBX.

See the Price List for PIC Change Charge

6.5 RESERVED FOR FUTURE USE

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7. END USER NETWORK ACCESS SERVICES

7.1 INTRODUCTION

The Company undertakes to provide end users with network access services as described in this tariff. End User Network Access Service provides a Customer with the ability to connect its terminal equipment, inside wiring, or transmission facilities to the Company's switched network for the origination and reception of telephonic communications, and includes optional features designed to facilitate the use or expand the functionality of communications services. Services may be provided by the use of the Company's own facilities, by resale of services provided by other telephone companies, or by a combination of these methods.

Each End User Network Access Service is provided in the form of a Port (with an integral Terminal Interface) which corresponds to one or more analog, communications channels. End User Network Access services are designed to transmit any electrical signal within the nominal frequency range of 300 to 3000 Hz. Customers may transmit any form of signals, including data transmissions, that are compatible with the transmission parameters of the service, but the Company does not warrant that the services will be suitable for any purpose other than voice communication.

All of the Company's transmission facilities will meet all technical and service standards set by the Commission. At a minimum, connection to the Company's End User Network Access Service provides:

- Dual tone multi frequency signaling capability on the local access line;
- Facsimile and data transmission of at least 2400 bits per second on analog access lines served from the public switched network when the Customer uses modulation demodulation devices rated for such capability;
- Transmission insertion loss (as measured at the interface with the Company's network at the Customer's location and including any losses in central office equipment) that does not exceed 8.5 dB 1000 +/- 20 HERTZ on all local access lines;
- Circuit noise from the network interface at the Customer's premises to and including the central office termination at a level not exceeding 25 dBrnC for individual lines of less than 30,000 feet in length. For lines exceeding 30,000 feet, the measured circuit noise will not exceed 30 dBrnC.

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7. END USER NETWORK ACCESS SERVICES

7.2 ACCESS TO PUBLIC SWITCHED NETWORK SERVICES

End User Network Access Services provide a Customer with one or more voice-grade Port connections to the Company's switched network, each of which enables the Customer to:

- A. Receive calls from other stations on the public switched telephone network;
- B. Access the Company's Local Calling Services as specified in Section 9 of this tariff, Directory Assistance Services as specified in the Section 6, intraLATA toll services as specified in Section 9, and unregulated services offered by the Company;
- C. Access (at no additional charge) the Company's operators and business office for service related assistance; access toll-free telecommunications services such as 800 NPA; and access 9-1-1 service for emergency calling;
- D. Customers may presubscribe to another provider's interLATA services in order to originate interLATA calls on a 1 + basis or to receive 800 service from such provider, or may access other providers' intraLATA and interLATA services by dialing the provider's Carrier Identification Code. The Customer is solely liable for charges assessed by other providers for their services; and
- E. Originate calls to the Dual Party Relay Service (DPRS) which enables deaf, hard-of-hearing or speech-impaired persons using Telephone Devices for the Deaf (TDDs) or similar devices to communicate freely with the hearing population not using TDDs and vice versa. The Company does not impose any charge to end users for access to DPRS; however, persons using this service are liable for applicable per-call charges specified in the Company's tariffs. The Company will provide, at cost, a TDD device to each individual who is certified as deaf or severely hearing or speech impaired by a licensed physician, audiologist or qualified state agency.

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7. END USER NETWORK ACCESS SERVICES

7.2 ACCESS TO PUBLIC SWITCHED NETWORK SERVICES (continued)

- F. End User Network Access services may not be used to originate calls to Community Information Services (i.e., 976 blocking and similar services for which a charge is imposed in addition to the ordinary local usage charge) offered by other licensed Exchange Service providers within the Customer's local calling area.
- G. End User Network Access services are provided through a Terminal Interface at a Company-designated Point of Connection, or through a standard demarcation point established by another service provider. The Customer is responsible for providing the appropriate transmission facilities, cabling or wiring between the Point of Connection or demarcation point and its premises. Depending upon the service ordered by the Customer, there may be a choice of Terminal Interfaces. In such cases, the Customer is responsible for specifying a Terminal Interface which is compatible with the Customer-provided transmission facilities, cabling, wiring, or terminal equipment.
- H. Each End User Network Access service corresponds to one or more analog, voice-grade telephonic communications channels that can be used to place or receive one call at a time.

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7. END USER NETWORK ACCESS SERVICES

7.3 INTERCONNECTION OF INTERSTATE FACILITIES

Users may interconnect communications facilities that are used in whole or in part for interstate communications to End User Network Access services only to the extent that the User is an "end user" as defined in Section 69.2(m), Title 47, Code of Federal Regulations (1992 edition):

"End User means any Customer of interstate or foreign telecommunications service that is not a carrier except that a carrier other than a telephone company shall be deemed to be an "end user" when such carrier uses telecommunications service for administrative purposes and a person or entity that offers telecommunications services exclusively as a reseller shall be deemed to be an "end user" if all resale transmissions offered by such reseller originate on the premises of such reseller.

7.3.1 Points of Connection

- A. Services terminate at a Point of Connection established by the Company. The Point of Connection will ordinarily be located in the same building as the Customer's or User's Premises; however, a Customer may elect to be served by a Point of Connection in a different building, in which case the Customer is responsible for providing or obtaining, at its own expense, the necessary wire or cable to connect its Premises to the Point of Connection. In a multi-tenant building, the Point of Connection will ordinarily be established in a common area of the building such as an equipment room or wire closet. Customers may connect their transmission facilities, cabling, wiring or terminal equipment to the Company's network at the Point of Connection.
- B. The Company will establish a Point of Connection upon request within a building, campus, or other Customer premises located in a Company-served exchange area, if in the Company's opinion it can recoup its up-front capital cost, ongoing operational cost and provide a fair return to shareholders from the revenue stream derived from the new Point of Connection. A Point of Connection may be established at any location where the preceding conditions are not satisfied, subject to the rates, terms, and conditions applicable to Special Construction as specified in this tariff.

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7. END USER NETWORK ACCESS SERVICES

7.4 NETWORK ACCESS LINE SERVICES

The provision of Network Access Line service at the rates, charges, terms and conditions shown is subject to the provision of other sections of this tariff and the AT&T Ohio Business Service Guide.

ISSUED: NOVEMBER 30, 2012
EFFECTIVE: JANUARY 1, 2013
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8. RESERVED FOR FUTURE USE

ISSUED: NOVEMBER 30, 2012
EFFECTIVE: JANUARY 1, 2013
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9. PRIMEONE LOCAL SERVICE

9.1 LATA CALLING SERVICE

9.1.1 Description

LATA Calling Services allow for the origination and termination of calls within local and toll calling areas from listed exchanges. Local calling plans are marketed under the brand name of PrimeOne, and is provided in conjunction with connection to the Company's network via the access lines listed:

- PrimePath Business Line
- PrimeOne Local Calling Plans

9.1.2 Timing of Messages

- A. Unless other wise indicated, all calls are timed in 6 (six) second increments following the first 18 (eighteen) seconds.
- B. For station to station calls, call timing begins when a connection is established between the calling telephone and the called telephone station.
- C. 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.
- D. 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.
- E. Calls originating in one time period and terminating in another will be billed the rates in effect at the beginning of six second increments.
- F. For collect 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.

ISSUED: NOVEMBER 30, 2012
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9. PRIMEONE LOCAL SERVICE

9.1 LATA CALLING SERVICE (continued)

9.1.3 PrimeOne Local Calling Plans

The Company offers the following Business Local Calling Plans

PrimeOne Calling Plan A
PrimeOne Calling Plan B

The description of PrimePath Service in this tariff is also applicable to PrimeOne Plans, except that the PrimeOne Plans are usage-sensitive services as described in this tariff.

A. PrimeOne Local Calling Plan A

PrimeOne Local Calling Plan A is a local measured plan, billed on a per minute of use (MOU) basis. This plan is combined with a discount scheme based on the total dollar volume of usage.

B. PrimeOne Local Calling Plan B

PrimeOne Local Calling Plan B is a local message based plan, billed on a flat-rated per call basis. This plan is also combined with a discount scheme based on the total dollar volume of usage.

9.1.4 Rates and Charges

A. Non-Recurring Rates

Non-recurring rates apply per the Company's Local Service upon (a) installation of a new service; (b) transfer of an existing service to a different Point of Connection; or (c) a change from one type of service to a different type at the same or different location, such as a change from a Standard Trunk to Standard Line service or vice versa.

PrimePath nonrecurring rates are shown in the Price List.

B. Monthly Recurring Rates

PrimePath monthly recurring rates are shown in the Price List.

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9. PRIMEONE LOCAL SERVICE

9.1 LATA CALLING SERVICE (continued)

9.1.3 PrimeOne Usage Discount

Customers who commit to 1, 2, or 3 year term commitments are eligible to receive the discounts shown below on their PrimeOne and PrimePlus usage charges. Discounts are calculated based on the term commitment and are applied to the total amount of qualifying revenue in a billing period. Customers whose combined PrimeOne and PrimePlus monthly usage exceeds \$100,000.00 will not be eligible for discounts under this plan.

At the end of the Customer's term commitment, the Customer will convert to month-to-month pricing at tariff rates in effect at that time. For services requiring a one-year term commitment, the Customer will receive one-year term rates at tariff rates in effect at that time unless the Customer notifies the Company in writing thirty (30) days prior to the expiration of the Customer's term plan of their intent to discontinue service.

Customers who discontinue service prior to the end of their term commitment will be assessed an early termination charge equal to their average monthly usage charges times the number of months remaining on their term commitment. The average monthly usage will be determined by calculating the Customer's total PrimeOne and PrimePlus usage charges for the first six full months of service and dividing by six. If the Customer has been in service less than six months, the average monthly usage will be determined by calculating the Customer's total usage charges and dividing by the number of months the Customer has been in service.

Customers may discontinue service prior to the end of their term commitment without liability if they migrate to another Company local service offering with a term commitment equal to or greater than their current term commitment.

Usage Discounts are as specified in the Price List.

There are no time of day discounts.

9.1.4 Rates and Charges

See the Price List.

ISSUED: NOVEMBER 30, 2012
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10. PRIMEPATH SERVICE*

10.1 Description

PrimePath business line service provides a Customer with one analog, voice-grade telephonic communications channel that can be used to place or receive one call at a time. A PrimePath business line is provided for connection to a Customer-provided single-line terminal equipment such as station sets or facsimile machines. A PrimePath business line is offered as a single business line.

10.2. Service Charges

Nonrecurring Charges apply to various Customer requests on a per order basis. Requests for ordering, connecting, installing, changing or moving of telecommunications services that relate to business lines. Service Order Charges will apply to initial service orders and subsequent orders on a per request basis.

In addition to the standard Service Order Charge, the charges described in Section 6 of this tariff and in the AT&T Business Service Guide will apply for applicable work performed by the Company after initial installation.

* Effective April 1, 2008, the price, terms and conditions for customers with two or more lines are now governed by the terms of their written contract or Business Service Agreement, which can be found at <http://www.att.com/agreement/>.

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SUPPLEMENTAL SERVICES

6.1 CONNECTION CHARGES

6.1.1 Restoral Charge

Business	<u>Nonrecurring Charge</u>
	\$5.00

6.1.2 Moves, Adds and Changes

Business:	<u>Move</u>	<u>Add</u>	<u>Change</u>
	\$40.00	\$40.00	\$40.00

6.2 CHARGES ASSOCIATED WITH PREMISES VISIT

Per Premises Visit, Business, (1/2 hr.) \$45.00

6.3 NON-RECURRING RATES

Service Order Charge:	<u>First</u>	<u>Add'l.*</u>
Connection Charge:	\$10.00	\$00.00
	\$40.00	\$40.00

* Additional lines of the same type as the first line, purchased at the same time and at the same point.

Added Labor \$8.00 per 6-minute increments

6.4 PIC CHANGE CHARGE*

- Manual	\$ 5.00
- Electronic	\$ 0.00

* All IntraLATA PIC charges will be waived until 2015. Customers will not be charged a PIC change charge until that time.

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. PRIMEONE LOCAL SERVICE

Monthly recurring rates include both connection and usage charges.

	<u>Measured Rate Access Line</u>
Monthly Recurring Charges:	
Basic Service Access Line	\$27.00

9.1.3 PRIMEONE LOCAL CALLING PLANS

(As of August 7, 1999 the following rates are available only to current Prime One customers for the duration of their term commitment.)

A.	<u>PrimeOne Calling Plan A</u>	<u>First 10,000 Calls</u>	<u>Each Additional Call</u>
	Charge Per Minute of Use	\$.0650	\$.0800
B.	<u>PrimeOne Calling Plan B</u>	Per Call	
		\$.0720	

<u>Discount Plan for Calling Plan B</u>		
	<u>Amount</u>	<u>Discount</u>
	\$0-\$100.00	0%
	\$100.01-\$500.00	0%
	\$500.01-1,000.00	5%

A.	<u>PrimeOne Calling Plan A</u>		<u>Day</u>
	<u>Rate Mileage</u>	<u>1st Min</u>	<u>Add'l Min.</u>
	0 - 10	\$0.0360	\$0.0090
	11 - 22	\$0.0405	\$0.0135
	23+	\$0.0450	\$0.0180

(Night/Weekend: 50% discount applies from 9PM to 8AM
 Mon.-Fri.; all day Saturday, Sunday and holidays)

B..	<u>PrimeOne Calling Plan B</u>	<u>All Rate Periods</u>
	- Per Message	\$0.0800

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10. PRIMEPATH SERVICE

The following rate applies to lines that the customers subscribed to on or after April 23, 1998, and before August 7, 1999. The monthly recurring rates are only available on those lines until the customers have moved, made a change to their service or renegotiated their prior term agreement and/or contract.

<u>Business Line</u>	<u>Nonrecurring Charge</u>	<u>Monthly Recurring Charge</u>
-Standard	\$25.00	<u>M-to-M</u> \$18.82

The following rate applies to lines that the customers subscribed to on or after August 7, 1999, and before January 16, 2007. The monthly recurring rates are only available on those lines until the customers have moved, made a change to their service or renegotiated their prior term agreement and/or contract.

<u>Business Line</u>	<u>Nonrecurring Charge</u>	<u>Monthly Recurring Charge</u>
Standard	\$25.00	<u>M-to-M</u> \$22.52

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10. PRIMEPATH SERVICE

A. AT&T Ohio Territory

The following rate applies to lines that the customers subscribed to on or after January 16, 2007, and before February 1, 2008. The monthly recurring rates are only available on those lines until the customers have moved, made a change to their service or renegotiated their prior term agreement and/or contract.

<u>Business Line</u>	<u>Nonrecurring</u>	<u>Monthly Recurring Charge</u>			
	<u>Charge</u>	<u>M-to-M</u>	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>
-Standard	\$25.00	\$23.65	\$21.85	\$21.55	\$21.15

The following rate applies to lines that the customers subscribed to on or after February 1, 2008, and before December 1, 2008. The monthly recurring rates are only available on those lines until the customers have moved, made a change to their service or renegotiated their prior term agreement and/or contract.

<u>Business Line</u>	<u>Nonrecurring</u>	<u>Monthly Recurring Charge</u>			
	<u>Charge</u>	<u>M-to-M</u>	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>
-Standard	\$25.00	\$24.90	\$21.85	\$21.55	\$21.40

ISSUED: NOVEMBER 30, 2012
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10. PRIMEPATH SERVICE

A. AT&T Ohio Territory

The following rate applies to lines that the customers subscribed to on or after December 1, 2008, and before May 1, 2011. The monthly recurring rates are only available on those lines until the customers have moved or renegotiated their prior term agreement and/or contract.

<u>Business Line</u>	<u>Nonrecurring Charge</u>	<u>Monthly Recurring Charge</u>			
		<u>M-to-M</u>	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>
-Standard	\$25.00	\$26.15	\$21.85	\$21.55	\$21.40

The following rates apply to lines that the customers subscribed to on or after May 1, 2011, and before December 28, 2011. The monthly recurring rates are only available on those lines until the customer moves or renegotiates their term agreement and/or contract.

<u>Business Line</u>	<u>Nonrecurring Charge</u>	<u>Monthly Recurring Charge</u>			
		<u>M-to-M</u>	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>
-Standard	\$25.00*	\$28.15	\$24.40	\$24.35	\$24.30

The following rate applies to lines that the customers subscribes to on or after December 28, 2011. These rates are also applicable to the lines the customers subscribed to prior to December 28, 2011, where on or after December 28, 2011, the customers have moved or renegotiated their prior term agreement and/or contract.

<u>Business Line</u>	<u>Nonrecurring Charge</u>	<u>Monthly Recurring Charge</u>			
		<u>M-to-M</u>	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>
-Standard	\$25.00	\$29.40	\$24.40	\$24.35	\$24.30

<u>Service Charges</u>	<u>Nonrecurring Charge</u>
-Service Order	\$ 40.00
-Line Move/Add w/Dispatch, per hour 1 hour minimum)	\$125.00
-Record Order Charge	\$ 20.00

ISSUED: NOVEMBER 30, 2012
EFFECTIVE: JANUARY 1, 2013
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10. PRIMEPATH SERVICE

B. Cincinnati Bell Territory

The following rate applies to lines that the customers subscribed to before December 28, 2011. The monthly recurring rates are only available on those lines until the customers have moved or renegotiated their prior term agreement and/or contract.

	<u>Nonrecurring Charge</u>	<u>Monthly Recurring Charge</u>
<u>Business Line</u>		<u>M-to-M</u>
-Standard	\$25.00	\$47.00

The following rates apply to lines that the customers subscribed to on or after December 28, 2011. These rates are also applicable to lines the customer subscribed to prior to December 28, 2011, where, on or after December 28, 2011, the customer has moved or has renegotiated their prior term agreement and/or contract.

	<u>Nonrecurring Charge</u>	<u>Monthly Recurring Charge</u>
<u>Business Line</u>		<u>M-to-M</u>
-Standard	\$25.00	\$51.50

	<u>Nonrecurring Charge</u>
<u>Service Charges</u>	
-Service Order	\$ 40.00
-Line Move/Add w/Dispatch, per hour 1 hour minimum)	\$125.00
-Record Order Charge	\$ 20.00