# LARGE FILING SEPERATOR SHEET

CASE NUMBER: D8-351-TP-ATA

FILE DATE: 3/31/08

SECTION: 1 OF 3

NUMBER OF PAGES: 200

**DESCRIPTION OF DOCUMENT:** 

APPLICATION





Sprint Nextel
6450 Sprint Parkway
KSOPHN0212-2A318
Overland Park, Kansas 66251
Office: (913) 315-9351 Fax: (913) 523-7730

Shelia Sharp
State Tariff Analyst
E-Mall: shelia.sharp@sprint.com

Via DHL March 28, 2008

Ms. Renee' J. Jenkins Director of Administration Public Utilities Commission of Ohio 180 East Broad Street, 13th Floor Columbus, OH 43215-3793

Re: Sprint Communications Company L.P. Ohio Tariff PUCO No. 1

Docket No. 90-9015-TP-TRF Case No. 08-351-TP-ATA

Dear Ms. Jenkins:

Attached for filing with the Commission is a "Telecommunications Application Form for Detariffing and Related Actions" and supporting documents to detariff services as found in Sprint Communications Company, L.P. Ohio Tariff PUCO. No. 1, in compliance with the Commission's Order in Case No. 06-1345-TP-ORD.

Sprint respectfully requests that these changes be processed with an effective date of April 1, 2008. Should you have any questions, please do not hesitate to call me.

Sincerely,

Shelia Sharp

State Tariff Analyst

**Enclosures** 

OH 08-03

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

Technician So Date Processed 4/108

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# The Public Utilities Commission of Ohio TELECOMMUNICATIONS APPLICATION FORM for

# **DETARIFFING AND RELATED ACTIONS**

Per the Commission's 09/19/07 "Implementation Order" in Case No. 06-1345-TP-ORD (Effective: 10/01/2007 through 04/01/2008)

In the Matter of the Application of Sprint Communication Company L.P. to Detariff Certain Tier 2 Services and make other changes related to the Implementation of Case No. 06-1345-TP-ORD  Name of Registrant(s) Sprint Communications Company, L.P.	) ) ) )	TRF Docket No. 9 Case No.08 -351 - NOTE: Unless you ha fields BLANK.	TP - ATA	No. leave the "Case No."
DBA(s) of Registrant(s)				
Address of Registrant(s) 6450 Sprint Parkway, Overland Park	. KS 6625	<u>1</u>		
Company Web Address www.sprint.com				
Regulatory Contact Person(s) Garnet Goins		Phone <u>703-4</u>	33-4248 Fax	703-433-4142
Regulatory Contact Person's Email Address gamet.goins@spr	rint.com			
Contact Person for Annual Report Todd Clapp			Pho	one <u>913-315-7942</u>
Address (if different from above)				
Consumer Contact Information DJ Huston			Pho	one <u>817-698-2109</u>
Address (if different from above) 4701 Mercantile Dr. N., Ft.	Worth, T2	C 76137		
Consumer Contact Information			Pho	one
Address (if different from above)				
Part I – Tariffs				
Please indicate the Carrier Type and the reason for s NOTE: All cases are ATA process cases, tariffs are effect Commission acts to suspend.				
Carrie	r Type	☐ ILEC	☐ CLEC	☐ CTS
Business Tier 2 Services				
Residential & Business Toll Services				
Other Changes required by Rule		П		
(Describe in detail in Exhibit C)				

#### Part II - Exhibits

Note that the following exhibits are required for all filings using this form.

Included	Identified As:	Description of Required Exhibit:
$\boxtimes$	Exhibit A	The existing affected tariff pages.
X	Exhibit B	The proposed revised tariff pages.
$\boxtimes$	Exhibit C	Matrix or narrative summarizing all changes proposed in the application, and/or other information intended to assist Staff in the review of the Application.
	Exhibit D	Explanation of how the Applicant intends to comply with Rule 4901:1-6-05(G)(3) regarding disclosure of rates, terms, and conditions for detariffed services, including:  • citation to the appropriate Web Page if any, in accordance with rule 4901:1-6-05(G)(4), and/or  • copy of other materials and publications to be used to comply with 4901:1-6-05(G)(3).
	Exhibit E	One-time customer notice of detariffing and related changes consistent with rule 4901:1-06-16(B), including where customers may find the information regarding such services as required by rule 4901:1-6-05(G)(3).
	Exhibit F	Affidavit that the Customer Notice described in Exhibit C has been sent to Customers.

Registrant hereby attests to its compliance with pertinent entries and orders issued by the Commission.

# **AFFIDAVIT**

# Compliance with Commission Rules and Service Standards

I am an officer/agent of the applicant corporation, Sprint Communications Company, L.P. and am authorized to make this statement on its behalf.

1 attest that these tariffs comply with all applicable rules, including the Minimum Telephone Service Standards (MTSS) Pursuant to Chapter 4901:1-5 OAC for the state of Ohio. 1 understand that tariff notification filings do not imply Commission approval and that the Commission's rules, including the Minimum Telephone Service Standards, as modified and clarified from time to time, supersede any contradictory provisions in our tariff. We will fully comply with the rules of the state of Ohio and understand that noncompliance can result in various penalties, including the suspension of our certificate to operate within the state of Ohio.

the suspension of our certificate to operate within the state of Ohio.
I declare under penalty of perjury that the foregoing is true and correct.
Executed on (Date) 2 2 2 3 at (Location) 6450 Sprint Parkway, Overland Park, Kansas  *(Signature and Title) Shelia Sharp, Tariff Analyst  (Date) 3 2 3 - 0 8
<ul> <li>This affidavit is required for every tariff-affecting filling. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.</li> </ul>
VERIFICATION
I,
*(Signature and Title) Shelia Sharp, Tariff Analyst  *Verification is required for every filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.
Send your completed Application Form, including all required attachments as well as the required number of copies, to:

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

Or

Make such filing electronically as directed in Case No 06-900-AU-WVR

# Exhibit B 08-351-TP-ATA Proposed revised tariff pages

By this filing, Applicant's regulated nonresidential Tier II services and all regulated toll services are removed from its tariff, as reflected in the attached pages, pursuant to the Implementation Order in Case No. 06-1345-TP-ORD. Due to the large size of the tariff, Exhibit B pages have been renumbered.

Original Page 1

# LOCAL EXCHANGE SERVICES

TARIFF SCHEDULE
APPLICABLE TO
LOCAL EXCHANGE SERVICES
WITHIN
THE STATE OF OHIO
ISSUED BY
SPRINT COMMUNICATIONS COMPANY L.P.

Public Utilities Commission of Ohio Local Exchange Tariff No. 1

This tariff contains the regulations and rates applicable for the furnishing of basic Local Exchange telecommunications services provided by Sprint Communications Company, L.P. ("Sprint") within the State of Ohio. This tariff is on file with the Public Utilities Commission of Ohio. This tariff is also available on the Company's website at <a href="https://www.sprint.com/tariffs">www.sprint.com/tariffs</a>.

This Tariff replaces Sprint Communications Company L.P Ohio Tariff PUCO No. 1 in its entirety.

ISSUED: 03-28-08

State Tariffs 6450 Sprint Parkway Overland Park, KS 66251

#### 1. APPLICATION OF TARIFF

- 1.1 This tariff applies to the furnishing of the Local Exchange Services by Sprint Communications Company L.P. (hereinafter referred to as the "Company" or "Sprint"), to Customers within the State of Ohio.
- 1.2 The provision of local exchange service is subject to regulations, applicable Minimum Telecommunications Service Standards (as they relate to CLECs) and terms and conditions specified in this tariff and may be revised, added to or supplemented by superseding issues.
- 1.3 The rates, charges, and conditions shown herein include all network facilities on the Company's side of the point of demarcation (Network Interface Device). The purpose of the point of demarcation is to separate responsibility of the Company from the responsibility of the building owner/Customer.

ISSUED: 03-28-08

State Tariffs 6450 Sprint Parkway Overland Park, KS 66251

# 2. <u>RULES AND REGULATIONS</u> (Continued)

# 2.1. Payment

### .1 Late Payment Charge

A late payment charge of one and one-half (1.5%) percent per month will be applied to the current month's outstanding balance of all regulated services.

- a. Payments will not be considered delinquent if the account is paid in full within twenty (20) days from the date of the bill. The billing date and due date will be printed on the bill.
- b. The late payment charge will not be applied to any amount billed as taxes by federal, state or local governments.
- The late payment charge will not be applied to any previous late payment charges.
- d. The late payment charge will not apply to any Interexchange Carrier billing to which a late payment fee has already been rendered by an Interexchange Carrier.
- e. The late payment charge will not apply to amounts that are in dispute.

#### .2 Non-Sufficient Funds Checks

When a customer's check is not honored by the financial institution and the check is returned to the Company due to "Insufficient Funds" in the customer's account, or for similar reasons, a charge of \$25.00 shall apply, unless the customer can establish that the charge should not be assessed.

Receipt of a Non-Sufficient Funds Check or any negotiable payment instrument, by the Company, in response to a notice of discontinuance, shall not constitute payment of the Customer's account and the Company will not be required to issue additional notice prior to discontinuance. However, three (3) banking days must be allowed for redemption of such instrument.

ISSUED: 03-28-08

State Tariffs 6450 Sprint Parkway Overland Park, KS 66251

# 2. RULES AND REGULATIONS (Continued)

# 2.2 N11 Liability

- 1. N11 Services (i.e. 911, 711, etc.), except for 411, are offered solely as an aid in handling assistance calls in connection with fire, police and other emergency and non-emergency calls. The company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the customer or by any other party or person for personal injury or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by:
  - A. mistakes or omissions, interruptions, delays, errors or other defects in the provision of service; or
  - B. installation, operation, failure to operate, eminence, removal, presence, condition, local or use of any equipment and facilities furnishing this service; or
  - C. any person who dials or attempts to dial the digits "9-1-1" or to any person who may be affected by the dialing of the digits "9-1-1".
- 2. The Company is not responsible for any infringement, or invasion of the right of privacy of any person or persons, caused or claimed to have been caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 service and non-emergency N11 service features and equipment associated therewith, or by any services furnished by the Company, including but not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 service, and which arise out of negligence or other wrongful act of the Company, the Customer, its users, agencies or municipalities, to the employees or agents of any one of them.

ISSUED: 03-28-08

State Tariffs 6450 Sprint Parkway Overland Park, KS 66251

### 2. RULES AND REGULATIONS (Continued)

# 2.2 N11 Liability (Continued)

- 3. When a customer with a nonpublished telephone number, as defined herein, places a call to the emergency 911 service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local government authority responsible for emergency 911 service upon request of such governmental authority. By subscribing to service under this tariff, the Customer acknowledges and agrees with the release of information as described above.
- 4. The Company's entire liability to any person for interruption or failure of 911 Service shall be limited to the terms set forth in this section and other sections of this tariff. The Company shall not be liable to any person or entity for any damages whatsoever resulting from or in connection with the provision of access to 911 Service during the temporary denial of a subscriber service for non-payment.

ISSUED: 03-28-08

State Tariffs 6450 Sprint Parkway Overland Park, KS 66251

# 2. RULES AND REGULATIONS (Continued)

### 2.3 9-1-1 TELECOMMUNICATIONS SERVICE

The Company is obligated to supply the E-911 service provider in the Company's service area with accurate information necessary to update the E-911 database at the time the Company submits Customer orders to the local exchange telecommunications company whose services are being resold pursuant to this tariff.

At such time that the Company provides basic local service to a Customer by means of the Company's own cable pair, or over any other exclusively owned facility, the Company will make the necessary equipment or facility additions in the E-911 service provider's equipment in order to accurately and properly update the database for E-911.

The Company will provide facilities to route calls from the end users to the proper Public Safety Answering Point. The Company recognizes the authority of the E-911 Customer to establish service specifications and grant final approval or denial of service configurations offered by the Company.

The Company recognizes its responsibility to E-911 administrators, to collect and remit any applicable E-911 taxes or surcharges as required in the serving areas identified per this tariff. All required E-911 taxes or surcharges will be collected and remitted to the appropriate authority as required by the applicable governing body.

# 2. <u>RULES AND REGULATIONS</u> (Continued)

### 2.4 Presubscribed Interexchange Carrier (PIC) Change Charge

This refers to an arrangement whereby a customer may select and designate an Interexchange Carrier to access, without an access code, for interLATA and intraLATA intrastate calls. Charges apply per line or trunk, per carrier changed.

Single line customers requesting a PIC to only one line or trunk will incur the per line charge. Multiline customers requesting a PIC to more than one line or trunk in a single request will incur the per line charge for the first line and the additional line charge for each additional line or trunk.

Per line or trunk	Nonrecurring Charge
- InterLATA	\$ 5.00
- InterLATA – Add'l	1.50
- IntraLATA	5.00
- IntraLATA – Add'l	1.50

### 2. <u>RULES AND REGULATIONS</u> (Continued)

# 2.5 Blocking of Calling Party Number (CPN)

### 1. Description

When Caller ID is activated on a customer's line, the CPN of incoming calls is displayed at the called Customer Premise Equipment (CPE) during the first, long silent interval of the ringing cycle.

Per line blocking of CPN is available upon request, at no charge, to the following entities for lines over which the official business of the agency is conducted, including those at the residences of employees/volunteers, where an executive officer of the agency registers a need for blocking and provides the required certification to Sprint: a) private, nonprofit, tax exempt, domestic violence intervention agencies and b) federal, state, and local law enforcement agencies. The CPN will not be transmitted from a line equipped with this capability. Per line blocking is operational on a continuous basis but can be deactivated by the customer by dialing an access code immediately prior to placing a call. Line blocking customers can unblock their CPN information on a per call basis, at no charge, by dialing an access code (\*82 on their touch tone pad or 1182 from a rotary phone) immediately prior to placing a call.

A customer may prevent the delivery of their calling name and/or number to the called party by dialing an access code (\*67 on their touch tone pad or 1167 from a rotary phone) immediately prior to placing a call. The access code will activate per call blocking, which is available at no charge. If the calling party activates blocking, the CPN will not be transmitted across the line to the called party. Instead, customers will receive an anonymous indicator notifying the Caller ID customer that the calling party has elected to block the delivery of their name and telephone number. The blocking of CPN will not be provided on calls originating from Customer Owned Pay Telephones. If the Caller ID customer also subscribes to Selective Call Rejection, the calling party will be routed to a telephone company recording advising the caller that the called party will not accept calls whose CPN has been blocked.

ISSUED: 03-28-08

State Tariffs 6450 Sprint Parkway Overland Park, KS 66251

### 2. RULES AND REGULATIONS (Continued)

# 2.5 Blocking of Calling Party Number (CPN) (Continued)

#### 2. Rate

Monthly Recurring Charge

Per-Call

N/C

Per-Line\*

\$1.00

Per Line Blocking is provided with Non-Listed and Non-Published Listing Service and as specified in Section 8.10.2 of this Tariff at no charge.

# 2.6 900 Blocking

900 Blocking enables Customers to prevent 900 service calls from being placed over their local exchange service lines. There is no charge for this service. Service Connection Charges do not apply when 900 Blocking is initially ordered. Subsequent changes are subject to applicable Service Connection Charges.

- Per line, channel or trunk

\$0.00

# 2.7 Toll Restriction 1 + and 0+ Blocking

Toll Restriction 1 + and 0+ Blocking provides the subscriber with local dialing capabilities but blocks any Customer-dialed calls that have a long distance charge associated with it. Toll Restriction will not block the following types of calls: 911 (Emergency), 1 + 800 (Toll Free), and operator assisted toll calls. This service is only available to Sprint Integrated Local Services Customers.

- Per line, channel or trunk

\$0.00

ISSUED: 03-28-08

State Tariffs 6450 Sprint Parkway Overland Park, KS 66251

# 2. RULES AND REGULATIONS (Continued)

# 2.8 Blocking Services

#### A. Description

Blocking service is a feature that permits Customers to restrict access from their telephone line to various discretionary services. The following blocking options are available to Customers where facilities and services permit. This service is only available to Sprint Integrated Local Services Customers.

The minimum service period is one month. Service is furnished subject to the technical capability.

The Customer indemnifies and saves harmless the Company from any and all claims, losses and damages caused by this blocking of the Customer's calling.

- 101XXXX Blocking Allows the subscriber to block outgoing calls to 101XXXX1+ and 101XXXX011+ numbers.
- 2. International Blocking Allows the subscriber to block outgoing calls to 011+ and 101XXXX011+ numbers.
- 101XXXX Blocking or International Blocking, per line, channel or trunk

\$0.00

# 2. RULES AND REGULATIONS (Continued)

### 2.9 N11 SERVICES

### 1. 211 Service for Information and Referral Service

# 1. General Regulations

- 1. The 211 Service for Information and Referral Service (211 Service) is a locally assigned three digit abbreviated dialing code provided to an Approved Information and Referral Service Provider for use in making available community information and referral services to the public by way of voice grade facilities. The 211 abbreviated dialing code is available to the Approved Information and Referral Service Provider as a tariffed, local calling area based service (the "211 Service").
- 2. The 211 Service allows a Company subscriber to access an Approved Information and Referral Service Provider call center by dialing only the 211 abbreviated dialing code. Subject to other terms and conditions of this Tariff, Company subscribers shall be able to make and the Approved Information and Referral Service Provider shall be able to receive calls using the 211 Service as part of their local exchange services. The 211 Service is supplemental to and is not a replacement for either party's local exchange service.
- 3. All 211 abbreviated dialing code calls must be local in nature and must not result in any Expanded Local Calling Area (ELCA), intraLATA toll, interLATA long distance or pay-per-call charges to Company subscribers.
- 4. The 211 Service is not available for the following classes of service: inmate service, 1+ and 0+ calling, 0- operator assisted calling and 101XXXX calling. The 211 Service is otherwise available wherever local service is available.

# 2. Obligations of the Approved Information and Referral Service Provider

1. The Approved Information and Referral Service Provider must submit a written application for 211 Service to the Company at the local exchange level. The Approved Information and Referral Service Provider may establish 211 Service in all or part of the Company's local exchanges. There may be only one 211 Service Provider per exchange.

ISSUED: 03-28-08

State Tariffs 6450 Sprint Parkway Overland Park, KS 66251

### 2. <u>RULES AND REGULATIONS</u> (Continued)

# 2.9 <u>N11 SERVICES</u> (Cont'd)

- 1. 211 Service for Information and Referral Service (Cont'd)
  - 2. Obligations of the Approved Information and Referral Service Provider (Cont'd)
    - 2. The Approved Information and Referral Service Provider's written application to establish 211 Service in a Company local exchange must include the following:
      - The local, foreign exchange or toll free telephone number into which the Company is to translate the dialed 211 abbreviated code. If the Approved Information and Referral Service Provider desires to change the telephone number into which the 211 abbreviated dialing code is translated, the Approved Information and Referral Service Provider must pay the Number Change Charge specified in 12.7.C.6. following.
      - A location description of the Approved Information and Referral Service Provider call center where 211 calls made from the Company local exchange will be routed.
      - 3. For network sizing and protection, an estimate of annual call volumes, the expected busy hour and holding time for each call to the 211 Service.
      - 4. An acknowledgment of the possibility that the Commission's assignment of the 211 abbreviated dialing code may be recalled at any time.

# 3. Local Calling For Company Subscribers

- The Approved Information and Referral Service Provider, in cooperation with the Company, must assure that all 211 Service calls are local in nature and do not generate intraLATA toll, interLATA long distance or pay-per-call charges for Company subscribers.
- 2. When the Approved Information and Referral Service Provider applies for 211 Service in a Company local exchange, the Approved Information and Referral Service Provider must supply the Company with a seven or ten digit telephone number that terminates within the Company local exchange's local calling area. The Company will translate the 211 digits into the telephone number provided by the Approved Information and Referral Service provider
- 3. When the Approved Information and Referral Service Provider applies for 211 Service in a Company local exchange and an Approved Information and Referral Service Provider call center is not located within the local exchange's local calling area, then the Approved Information and Referral Service Provider must establish foreign exchange service or supply the Company with a toll free telephone number so that Company subscribers' 211 Service calls do not incur toll charges.

ISSUED: 03-28-08

State Tariffs 6450 Sprint Parkway Overland Park, KS 66251

# 2. RULES AND REGULATIONS (Continued)

### 2.9 N11 SERVICES (Cont'd)

- 1. 211 Service for Information and Referral Service (Cont'd)
  - 3. Local Calling For Company Subscribers (Cont'd)
    - 4. The Approved Information and Referral Service Provider is liable for and will indemnify, protect, defend and hold harmless the Company against all suits, actions, claims, demands and judgments, plus any expenses and counsel fees incurred by the Company on account thereof, whether suffered, made, instituted or asserted by the Approved Information and Referral Service Provider or any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by the Approved Information and Referral Service Provider or others, arising out of or resulting directly or indirectly from the 211 Service.
    - 5. The Approved Information and Referral Service Provider must develop an appropriate method for responding to 211 calls directed to it out of confusion or in error by Company subscribers.
    - 6. The Approved Information and Referral Service Provider must subscribe to termination facilities and lines in sufficient quantities to provide adequate service to the public, and enable the Approved Information and Referral Service Provider to receive calls to the 211 Service during normal business hours.
    - 7. The 211 Service is provided on the condition that the Approved Information and Referral Service Provider subscribes to termination facilities and lines in sufficient quantities to adequately handle calls to the 211 Service without interfering with or impairing any services offered by the Company. There will be one path available for each line to which the 211 Provider subscribes.
    - 8. The Approved Information and Referral Service Provider must comply with all present and future state and federal rules pertaining to abbreviated dialing codes.
    - 9. The Approved Information and Referral Service Provider is responsible for obtaining all necessary permissions, licenses, written consents, waivers and releases and all other rights from all persons whose work, statements or performances are used in connection with the 211 Service, and from all holders of copyrights, trademarks and patents used in connection with the said service.
    - 10. The Approved Information and Referral Service Provider shall respond promptly to any and all complaints lodged with any regulatory authority against the 211 Service. If requested by the Company, the Approved Information and Referral Service Provider will assist the Company in responding to complaints made to the Company concerning the 211 Service.

ISSUED: 03-28-08

State Tariffs 6450 Sprint Parkway Overland Park, KS 66251

### 2. <u>RULES AND REGULATIONS</u> (Continued)

### 2.9 N11 SERVICES (Cont'd)

- 1. 211 Service for Information and Referral Service (Cont'd)
  - 3. Local Calling For Company Subscribers (Cont'd)
    - 11. The Approved Information and Referral Service Provider shall not promote the 211 Service with the use of an autodialer or broadcasting of tones that dial the 211 abbreviated dialing code.
    - 12. The 211 Service is only available to end users located in Company local exchanges. To establish 211 calling to end users in non-Company local exchanges, the Approved Information and Referral Service Provider must make appropriate arrangements with the companies serving those local exchanges, even where Company subscribers may make local calls to the non-Company local exchanges.
    - 13. The Approved Information and Referral Service Provider must work separately with other competitive local exchange carriers and the incumbent local exchange carrier operating and serving customers in the Company's local exchanges to ascertain whether 211 abbreviated dialing will be available to their end users.

# 4. Obligations of the Company

- 1. The Company will establish the 211 Service within ninety days after receipt of the Approved Information and Referral Service Provider's completed application(s) for service or the effective date of this tariff, whichever is later.
- 2. When a 211 Service call is placed by the calling party via interconnection with an interexchange carrier, the Company cannot guarantee the completion of said 211 Service call, the quality of the call or any features that may otherwise be provided with 211 Service.
- 3. The Company does not undertake to answer and forward 211 Service calls but furnishes the use of its facilities to enable the Approved Information and Referral Service Provider to respond to such calls at the Approved Information and Referral Service Provider established call centers.
- 4. The rates charged for 211 Service do not contemplate the inspection or constant monitoring of facilities to discover errors, defects, and malfunctions in service, nor does the Company undertake such responsibility. The Approved Information and Referral Service Provider shall make such operational tests as, in the judgment of the Approved Information and Referral Service Provider, are required to determine whether the Company's facilities are functioning properly for its use. The Approved Information and Referral Service Provider shall promptly notify the Company in the event the Company's facilities are not functioning properly.

ISSUED: 03-28-08

State Tariffs 6450 Sprint Parkway Overland Park, KS 66251

# 2. RULES AND REGULATIONS (Continued)

### 2.9 N11 SERVICES (Cont'd)

1. 211 Service for Information and Referral Service (Cont'd)

#### 5. Liability

- 1. The liability of the Company for losses or damages of any kind arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission, or failure or defects in any facility furnished by the Company, occurring in the course of furnishing 211 Service, or of the Company in failing to maintain proper standards of maintenance and operation or to exercise reasonable supervision, shall in no event exceed an amount equivalent to the proportionate charge to the Approved Information and Referral Service Provider for the 211 Service and local exchange services for the period of service during which such mistake, omission, interruption, delay, error or defect in transmission or defect or failure in facilities occurs.
- 2. The Company is not liable for losses or damages caused by the negligence of the Approved Information and Referral Service Provider.
- 3. The Company's entire liability to any person for interruption or failure of the 211 Service is limited to the terms set forth in this section and other sections of this Tariff.

#### 6. Other Terms and Conditions

- 1. The 211 Service will not provide calling number information in real time to the Approved Information and Referral Service Provider. If this type of information is required, the Approved Information and Referral Service Provider must subscribe to compatible services as described in this tariff.
- 2. The 211 Service is provided for the benefit of the Approved Information and Referral Service Provider. The provision of the 211 Service by the Company shall not be interpreted, constructed or regarded, either expressly or implied, as being for the benefit of or creating any Company obligation toward any third person or legal entity other than the Approved Information and Referral Service Provider.

ISSUED: 03-28-08

State Tariffs 6450 Sprint Parkway Overland Park, KS 66251

### 2. RULES AND REGULATIONS (Continued)

# 2.9 N11 SERVICES (Cont'd)

- 1. 211 Service for Information and Referral Service (Cont'd)
  - 6. Other Terms and Conditions (Cont'd)
    - 3. A written notice will be sent to the Approved Information and Referral Service Provider following oral notification when its 211 Service unreasonably interferes with or impairs other services rendered to the public by the Company or by other subscribers of abbreviated dialing codes. If after notification the Approved Information and Referral Service Provider makes no modification in method of operation or in the service arrangements that are deemed service-protective by the Company, or if the Approved Information and Referral Service Provider is unwilling to accept the modifications, or if the Approved Information and Referral Service Provider continues to cause service impairment, the Company reserves the right, at any time, without further notice, to institute protective measures, up to and including termination of service.
    - 4. In an emergency situation as determined by the Company, the Company reserves the right, at any time, without notice, to institute protective measures, up to and including termination of service.

### 7. Rates and Charges

- Subject to other terms and conditions of this Tariff, Company subscribers shall be
  able to make and the Approved Information and Referral Service Provider shall be
  able to receive calls using the 211 Service as part of both parties' local exchange
  service. The 211 Service is supplemental to and is not a replacement for either
  party's local exchange service.
- 2. A nonrecurring Central Office Charge applies for each Company host central office out of which 211 Service is established, as follows:
  - When a Company local exchange is served by more than one host central office a Central Office Charge is applicable for each host central office in the Company local exchange.
  - 2. If the Approved Information and Referral Service Provider establishes 211 Service in multiple Company local exchanges served by the same host central office, only one Central Office Charge shall apply. However, the full Central Office Charge applies whether or not the Approved Information and Referral Service Provider requests 211 Service in all the Company local exchanges served by that host central office.

ISSUED: 03-28-08

State Tariffs 6450 Sprint Parkway Overland Park, KS 66251

### 2. RULES AND REGULATIONS (Continued)

# 2.9 N11 SERVICES (Cont'd)

- 1. 211 Service for Information and Referral Service (Cont'd)
  - 7. Rates and Charges (Cont'd)
    - 3. An Exclusion Charge Applies for the establishment of 211 Service as follows:
      - 1. When the Approved Information and Referral Service Provider does not simultaneously establish 211 Service in every Company local exchange served by a host central office, the Approved Information and Referral Service Provider shall pay an Exclusion Charge for each Company local exchange served by the host central office where 211 Service is not established.
      - 2. When a Company local exchange is once excluded, but the Approved Information and Referral Service Provider later applies to establish 211 Service in the Company local exchange, an Exclusion Charge again applies for each local exchange that continues to be excluded.
      - 3. When the Approved Information and Referral Service Provider requests a different telephone number be translated to the 211 abbreviated dialing code in a participating central office than the telephone number translated to the 211 abbreviated dialing code in the host central office, an Exclusion Charge applies for each local exchange that is to be excluded.
    - 4. A nonrecurring Number Change Charge applies when the Approved Information and Referral Service Provider changes the telephone number into which the 211 abbreviated dialing code is translated. The Number Change Charge is applied on a per telephone number, per host central office basis.
    - 5. When translating the seven or ten digit number to the 211 abbreviated dialing code, applicable Service Connection Charges as specified in Section 8.3 of this tariff will apply as follows, in addition to the rates listed below.
      - 1. A business rate Change Order Subsequent Charge per order, as found in Section 8.3 of this tariff.

#### 6. Rates

		Current Nonrecurring <u>Charge</u>
1.	Central Office Charge (per host Central Office)	\$ 115.00
2.	Exclusion Charge (per Exchange)	225.00
3.	Number Change Charge (per telephone number)	22.65

ISSUED: 03-28-08

State Tariffs 6450 Sprint Parkway Overland Park, KS 66251

	ATTACHMENT A	
<u>ILEC</u>	COUNTY	<b>EXCHANGE</b>
Arcadia	HANCOCK	Arcadia
AT&T Ohio	ADAMS	Winchester
AT&T Ohio	ATHENS	Nelsonville
AT&T Ohio	BELMONT	Barnesville
AT&T Ohio	BELMONT	Bellaire
AT&T Ohio	BELMONT	Bethesda
AT&T Ohio	BELMONT	Martins Ferry-Bridgeport
AT&T Ohio	BELMONT	Somerton
AT&T Ohio	BELMONT	St. Clairsville
AT&T Ohio	BROWN	Aberdeen
AT&T Ohio	BROWN	Ripley
AT&T Ohio	BUTLER	Middletown
AT&T Ohio	BUTLER	Monroe
AT&T Ohio	BUTLER	Trenton
AT&T Ohio	CHAMPAIGN	Christiansburg
AT&T Ohio	CLARK	Donnelsville
AT&T Ohio	CLARK	Enon
AT&T Ohio	CLARK	Medway
AT&T Ohio	CLARK	New Carlisle
AT&T Ohio	CLARK	North Hampton
AT&T Ohio	CLARK	Pitchin
AT&T Ohio	CLARK	South Charleston
AT&T Ohio		South Vienna
AT&T Ohio	CLARK CLARK	
AT&T Ohio		Springfield
AT&T Onlo	CLARK	Tremont City
AT&T Onlo	COLUMBIANA	Columbiana
AT&T Onlo	COLUMBIANA	East Liverpool
AT&T Onlo	COLUMBIANA	East Palestine
AT&T Onlo	COLUMBIANA	Leetonia Lishon
AT&T Ohio	COLUMBIANA	Lisbon
	COLUMBIANA	New Waterford
AT&T Ohio	COLUMBIANA	Rogers
AT&T Ohio	COLUMBIANA	Salem
AT&T Ohio	COLUMBIANA	Salineville
AT&T Ohio	COLUMBIANA	Wellsville
AT&T Ohio	COSHOCTON	Conesville
AT&T Ohio	COSHOCTON	Coshocton
AT&T Ohio	COSHOCTON	West Lafayette
AT&T Ohio	CUYAHOGA	Bedford
AT&T Ohio	CUYAHOGA	Berea
AT&T Ohio	CUYAHGOA	Brecksville
AT&T Ohio	CUYAHGOA	Chagrin Falls
AT&T Ohio	CUYAHGOA	Cleveland
AT&T Ohio	CUYAHGOA	Gates Mills
AT&T Ohio	CUYAHGOA	Hillcrest
AT&T Ohio	CUYAHGOA	Independence
AT&T Ohio	CUYAHGOA	Montrose (CUY)
AT&T Ohio	CUYAHGOA	North Royalton
AT&T Ohio	CUYAHGOA	Olmsted Falls
AT&T Ohio	CUYAHGOA	Strongsville
AT&T Ohio	CUYAHGOA	Terrace
AT&T Ohio	CUYAHGOA	Trinity

	ATTACHMENT A	
ILEC	COUNTY	EXCHANGE
AT&T Ohio	CUYAHGOA	Victory
AT&T Ohio	ERIE	Bloomingville
AT&T Ohio	ERIE	Castalia
AT&T Ohio	ERIE	Sandusky
AT&T Ohio	FAIRFIELD	Carroll
AT&T Ohio	FAIRFIELD	Lancaster
AT&T Ohio	FAIRFIELD	Rushville
AT&T Ohio	FAIRFIELD	Sugar Grove
AT&T Ohio	FAYETTE	Bloomingburg
AT&T Ohio	FAYETTE	Jeffersonville
AT&T Ohio	FAYETTE	Milledgeville
AT&T Ohio	FAYETTE	Washington Court House
AT&T Ohio	FRANKLIN	Alton
AT&T Ohio	FRANKLIN	Canal Winchester
AT&T Ohio	FRANKLIN	Columbus
AT&T Ohio	FRANKLIN	Dublin
AT&T Ohio	FRANKLIN	Gahanna
AT&T Ohio	FRANKLIN	Grove City
AT&T Ohio	FRANKLIN	Groveport
AT&T Ohio	FRANKLIN	Harrisburg
AT&T Ohio	FRANKLIN	Hilliard
AT&T Ohio	FRANKLIN	Lockbourne
AT&T Ohio	FRANKLIN	New Albany
AT&T Ohio	FRANKLIN	Reynoldsburg
AT&T Ohio	FRANKLIN	Westerville
AT&T Ohio	FRANKLIN	Worthington
AT&T Ohio	GALLIA	Chesire
AT&T Ohio	GALLIA	Gallipolis
AT&T Ohio	GALLIA	Guyan
AT&T Ohio	GALLIA	Rio Grande
AT&T Ohio	GALLIA	Vinton
AT&T Ohio	GALLIA	Walnut
AT&T Ohio	GEAUGA	Burton
AT&T Ohio	GEAUGA	Chesterland
AT&T Ohio	GREENE	Beavercreek
AT&T Ohio	GREENE	Bellbrook
AT&T Ohio	GREENE	Bowersville
AT&T Ohio	GREENE	Cedarville
AT&T Ohio	GREENE	Fairborn
AT&T Ohio	GREENE	Jamestown
AT&T Ohio	GREENE	Spring Valley
AT&T Ohio	GREENE	Xenia
AT&T Ohio	GREENE	Yellow Sprints - Clifton
AT&T Ohio	HANCOCK	Findlay ·
AT&T Ohio	HIGHLAND	Belfast
AT&T Ohio	HIGHLAND	Danville (HIG)

	ATTACHMENT A	
ILEC	COUNTY	EXCHANGE
AT&T Ohio	HIGHLAND	Hillsboro
AT&T Ohio	HIGHLAND	Marshall
AT&T Ohio	HIGHLAND	Rainsboro
AT&T Ohio	HIGHLAND	Sugar Tree Ridge
AT&T Ohio	HOCKING	Murray City
AT&T Ohio	JEFFERSON	Mingo Junction
AT&T Ohio	JEFFERSON	Steubenville
AT&T Ohio	JEFFERSON	Toronto
AT&T Ohio	LAKE	Leroy
AT&T Ohio	LAKE	Mentor
AT&T Ohio	LAKE	Painesville
AT&T Ohio	LAKE	Wickliffe
AT&T Ohio	LAKE	Willoughby
AT&T Ohio	LAWRENCE	Arabia
AT&T Ohio	LAWRENCE	Ironton
AT&T Ohio	LUCAS	Holland
AT&T Ohio	LUCAS	Maumee
AT&T Ohio	LUCAS	Toledo
AT&T Ohio	LUCAS	Whitehouse
AT&T Ohio	MADISON	London
AT&T Ohio	MADISON	Sedalia
AT&T Ohio	MADISON	South Solon
AT&T Ohio	MADISON	West Jefferson
AT&T Ohio	MAHONING	Canfield
AT&T Ohio	MAHONING	Lowellville
AT&T Ohio	MAHONING	North Jackson
AT&T Ohio	MAHONING	North Lima
AT&T Ohio	MAHONING	Sebring
AT&T Ohio	MAHONING	Youngstown
AT&T Ohio	MIAMI	Fletcher-Lena
AT&T Ohio	MIAMI	Piqua
AT&T Ohio	MONROE	Beallsville
AT&T Ohio	MONROE	Clarington
AT&T Ohio	MONROE	Duffy
AT&T Ohio	MONROE	Graysville
AT&T Onio	MONROE	Lewisville
		Woodsfield
AT&T Ohio	MONROE	
AT&T Ohio	MONTGOMERY	Centerville (MOT)
AT&T Ohio	MONTGOMERY	Dayton
AT&T Ohio	MONTGOMERY	Miamisburg-W.Carroliton
AT&T Ohio	MONTGOMERY	Vandalia
AT&T Ohio	MUSKINGUM	Dresden
AT&T Ohio	MUSIKINGUM	Fultonham
AT&T Ohio	MUSIKINGUM	Norwich
AT&T Ohio	MUSIKINGUM	Philo
AT&T Ohio	MUSIKINGUM	Zanesville

	ATTACHMENT A	
<u>ILEC</u>	COUNTY	<b>EXCHANGE</b>
AT&T Ohio	PERRY	Corning
AT&T Ohio	PERRY	Glenford
AT&T Ohio	PERRY	New Lexington
AT&T Ohio	PERRY	Roseville
AT&T Ohio	PERRY	Shawnee
AT&T Ohio	PERRY	Somerset
AT&T Ohio	PERRY	Thornville
AT&T Ohio	PICKAWAY	New Holland
AT&T Onio	PORTAGE	Atwater
AT&T Ohio	PORTAGE	Kent
AT&T Ohio	PORTAGE	Mantua
		Mogadore
AT&T Ohio	PORTAGE	Ravenna
AT&T Ohio	PORTAGE	
AT&T Ohio	PORTAGE	Rootstown
AT&T Ohio	SANDUSKY	Fremont
AT&T Ohio	SANDUSKY	Lindsey
AT&T Ohio	SENECA	Fostoria
AT&T Ohio	SENECA	New Riegel
AT&T Ohio	SENECA	Tiffin
AT&T Ohio	STARK	Alliance
AT&T Ohio	STARK	Canal Fulton
AT&T Ohio	STARK	Canton
AT&T Ohio	STARK	Hartville
AT&T Ohio	STARK	Louisville
AT&T Ohio	STARK	Magnolia-Waynesburg
AT&T Ohio	STARK	Marlboro
AT&T Ohio	STARK	Massillon
AT&T Ohio	STARK	Navarre
AT&T Ohio	STARK	North Canton
AT&T Ohio	STARK	Uniontown
AT&T Ohio	SUMMIT	Akron
AT&T Ohio	SUMMIT	Greensburg
AT&T Ohio	SUMMIT	Manchester (SUM)
AT&T Ohio	TRUMBULL	Girard
AT&T Ohio	TRUMBULL	Hubbard
AT&T Ohio	TRUMBULL	Kirtland
AT&T Ohio	TRUMBULL	Niles
AT&T Ohio	TRUMBULL	Sharon
AT&T Ohio	TUSCARAWAS	Gnadenhutten
AT&T Ohio	TUSCARAWAS	Newcomerstown
AT&T Ohio	TUSCARAWAS	Uhrichsville
AT&T Ohio	WARREN	Franklin
AT&T Ohio	WASHINGTON	Belpre
AT&T Ohio	WASHINGTON	Marietta
AT&T Ohio	WASHINGTON	New Matamoras
AT&T Ohio	WASHINGTON	Newport
		P

AT	TACHMENT A	
ILEC	COUNTY	<b>EXCHANGE</b>
AT&T Ohio	WAYNE	Dalton
AT&T Ohio	WOOD	Perrysburg
AT&T Ohio	WYANDOT	Upper Sandusky
Century	ERIE	Birmingham
Century	ERIE	Vermilion
Century	LORAIN	Amherst
Century	LORAIN	Avon
Century	LORAIN	Avon Lake
Century	LORAIN	Lorain
Champaign	CHAMPAIGN	Terre Haute
Champaign	CHAMPAIGN	Urbana
Chillicothe	ROSS	Bainbridge (ROS)
Chillicothe	ROSS	Bourneville
Chillicothe	ROSS	Chillicothe
Chillicothe	ROSS	Clarksburg
Chillicothe	ROSS	Frankfort
Chillicothe	ROSS	Hallsville
Chillicothe	ROSS	Kingston
Chillicothe	ROSS	Londonderry
Chillicothe	ROSS	Massieville
Chillicothe	ROSS	Richmondale
Cincinnati Bell	BUTLER	Bethany-West Chester
Cincinnati Bell	BUTLER	Hamilton
Cincinnati Bell	BUTLER	Reily
Cincinnati Bell	BUTLER	Seven Mile
Cincinnati Bell	BUTLER	Shandon
Cincinnati Bell	CLERMONT	Bethel
Cincinnati Bell	CLERMONT	Clermont
Cincinnati Bell	CLERMONT	Little Miami
Cincinnati Bell	CLERMONT	Newtonsville
Cincinnati Bell Cincinnati Bell	CLERMONT	Williamsburg
	HAMILTON	Cincinnati
Cincinnati Bell	HAMILTON	Harrison
Columbus Grove	PUTNAM	Columbus Grove
Conneaut	ASHTUBLA	Conneaut
Doylestown Germantown	WAYNE	Doylestown Germantown
Little Miami	MONTGOMERY	Fayetteville
Little Miami	BROWN WARREN	Butlerville
Telephone Service Co	AUGLAIZE	Cridersville
Telephone Service Co	AUGLAIZE	Wapakoneta
United Telephone d/b/a Embarg	ALLEN	Beaverdam
United Telephone d/b/a Embarg	ALLEN	Bluffton
Officer Telephone u/b/a Embarq	OFFE!A	Diamon

A	TTACHMENT A (C	ontinued)
ILEC	COUNTY	EXCHANGE
United Telephone d/b/a Embarq	ALLEN	Cairo
United Telephone d/b/a Embarg	ALLEN	Delphos
United Telephone d/b/a Embarq	ALLEN	Elida
United Telephone d/b/a Embarq	ALLEN	Gomer
United Telephone d/b/a Embarq	ALLEN	Lafayette
	ALLEN	Lima
United Telephone d/b/a Embarq	ALLEN	Westminster
United Telephone d/b/a Embarq	ASHTABULA	Andover
United Telephone d/b/a Embarq		Jefferson
United Telephone d/b/a Embarq	ASHTABULA	
United Telephone d/b/a Embarq	ASHTABULA	New Lyme
United Telephone d/b/a Embarq	ATHENS	Glouster
United Telephone d/b/a Embarq	AUGLAIZE	Waynesfield
United Telephone d/b/a Embarq	CHAMPAIGN	North Lewisburg
United Telephone d/b/a Embarq	CHAMPAIGN	Rosewood
United Telephone d/b/a Embarq	CRAWFORD	Bucyrus
United Telephone d/b/a Embarq	CRAWFORD	Chatfield
United Telephone d/b/a Embarq	CRAWFORD	Lykens
United Telephone d/b/a Embarq	CRAWFORD	New Winchester
United Telephone d/b/a Embarq	DARKE	Ansonia
United Telephone d/b/a Embarq	DARKE	Arcanum
United Telephone d/b/a Embarq	DARKE	Bradford
United Telephone d/b/a Embarq	DARKE	Gettysburg
United Telephone d/b/a Embarq	DARKE	Greenville
United Telephone d/b/a Embarq	DARKE	Hollansburg
United Telephone d/b/a Embarq	DARKE	New Madison
United Telephone d/b/a Embarq	DARKE	Rossburg
United Telephone d/b/a Embarq	DARKE	Versailles
United Telephone d/b/a Embarq	DEFIANCE	Defiance
United Telephone d/b/a Embarq	DEFIANCE	Jewell
United Telephone d/b/a Embarq	DELAWARE	Sunbury
United Telephone d/b/a Embarq	FULTON	Archbold
United Telephone d/b/a Embarq	FULTON	Lyons
United Telephone d/b/a Embarq	FULTON	Metamora
United Telephone d/b/a Embarq	FULTON	Swanton
United Telephone d/b/a Embarg	FULTON	Wauseon
United Telephone d/b/a Embarq	HARDIN	Ada
United Telephone d/b/a Embarq	HARDIN	Alger
United Telephone d/b/a Embarq	HARDIN	Dunkirk
United Telephone d/b/a Embarq	HARDIN	Mount Victory
United Telephone d/b/a Embarq	HARDIN	Ridgeway
United Telephone d/b/a Embarq	HENRY	Deshler
United Telephone d/b/a Embarq	HENRY	Florida
United Telephone d/b/a Embarq	HENRY	Gerald
United Telephone d/b/a Embarq	HENRY	Grelton-Malinta
United Telephone d/b/a Embarq	HENRY	Hamler
United Telephone d/b/a Embarq	HENRY	Holgate
United Telephone d/b/a Embarq	HENRY	Liberty Center
	HENRY	Napoleon
United Telephone d/b/a Embarg	HOLMES	Big Prairie
United Telephone d/b/a Embarg	HOLMES	Glenmont
United Telephone d/b/a Embarg	HOLMES	Holmesville
United Telephone d/b/a Embarg	HOLMES	Killbuck
United Telephone d/b/a Embarq		
United Telephone d/b/a Embarq	HOLMES	Millersburg

ΛТ	TACHMENT A (Co	ntinued)
ILEC	COUNTY	EXCHANGE
	HOLMES	Nashville
United Telephone d/b/a Embarq	KNOX	Centerburg
United Telephone d/b/a Embarq		Danville [KNO]
United Telephone d/b/a Embarq	KNOX	Fredericktown
United Telephone d/b/a Embarq	KNOX	Gambier
United Telephone d/b/a Embarq	KNOX	5' 5'
United Telephone d/b/a Embarq	KNOX	Martinsburg Mount Vernon
United Telephone d/b/a Embarq	KNOX	Alexandria
United Telephone d/b/a Embarq	LICKING	Croton
United Telephone d/b/a Embarq	LICKING	Hebron
United Telephone d/b/a Embarq	LICKING	
United Telephone d/b/a Embarq	LICKING	Johnstown Detector
United Telephone d/b/a Embarq	LICKING	Pataskala
United Telephone d/b/a Embarq	LICKING	Utica-Homer
United Telephone d/b/a Embarq	LOGAN	Belle Center
United Telephone d/b/a Embarq	LOGAN	Bellefontaine
United Telephone d/b/a Embarq	LOGAN	De Graff
United Telephone d/b/a Embarq	LOGAN	East Liberty
United Telephone d/b/a Embarq	LOGAN	Huntsville
United Telephone d/b/a Embarq	LOGAN	Rushsylvania
United Telephone d/b/a Embarq	LOGAN	Russells Point
United Telephone d/b/a Embaro	LOGAN	West Liberty
United Telephone d/b/a Embarq	LOGAN	West Mansfield
United Telephone d/b/a Embarq	LUCAS	Richfield Center-Berkey
United Telephone d/b/a Embarq	LUCAS	Waterville
United Telephone d/b/a Embarq	MAHONING	Berlin Center
United Telephone d/b/a Embarq	MAHONING	Damascus
United Telephone d/b/a Embarq	MAHONING	North Benton
United Telephone d/b/a Embarq	MARION	Caledonia
United Telephone d/b/a Embarq	MERCER	Rockford
United Telephone d/b/a Embarq	MORGAN	Chesterhill
United Telephone d/b/a Embarq	MORGAN	McConnelsville
United Telephone d/b/a Embarq	MORGAN	Pennsville
United Telephone d/b/a Embarq	MORGAN	Reinersville-Hackney
United Telephone d/b/a Embarq	MORGAN	Stockport
United Telephone d/b/a Embarq	MORROW	Cardington
United Telephone d/b/a Embarq	MORROW	Chesterville
United Telephone d/b/a Embarq	MORROW	Johnsville
United Telephone d/b/a Embarq	MORROW	Marengo
United Telephone d/b/a Embarq	MORROW	Mount Gilead
United Telephone d/b/a Embarq	MUSKINGUM	Adamsville
United Telephone d/b/a Embarq	MUSKINGUM	Frazeysburg
United Telephone d/b/a Embarq	PERRY	Crooksville
United Telephone d/b/a Embarq	PERRY	Junction City
United Telephone d/b/a Embarq	PICKAWAY	Mount Sterling
United Telephone d/b/a Embarq	PORTAGE	Lake Milton
United Telephone d/b/a Embarq	PORTAGE	Wayland
United Telephone d/b/a Embarg	PORTAGE	Windham
United Telephone d/b/a Embarq	PREBLE	Camden
United Telephone d/b/a Embarq	PREBLE	Eaton
United Telephone d/b/a Embarq	PREBLE	Eldorado
United Telephone d/b/a Embarq	PREBLE	New Paris
United Telephone d/b/a Embarq	PREBLE	West Manchester
United Telephone d/b/a Embarq	PUTNAM	Ottawa

#### LOCAL EXCHANGE SERVICES

ATTACHMENT A (Continued)

**ILEC** COUNTY **EXCHANGE** Adario United Telephone d/b/a Embarg RICHLAND United Telephone d/b/a Embarg **RICHLAND** Bellville United Telephone d/b/a Embarg RICHLAND **Butler** United Telephone d/b/a Embarg RICHLAND Lexington United Telephone d/b/a Embarg RICHLAND Lucas United Telephone d/b/a Embarg RICHLAND Mansfield United Telephone d/b/a Embarg RICHLAND Shelby United Telephone d/b/a Embarg RICHLAND Shiloh United Telephone d/b/a Embarg SANDUSKY Woodville United Telephone d/b/a Embarg **SENECA Green Springs** United Telephone d/b/a Embarg **SENECA** Old Fort United Telephone d/b/a Embarg **SHELBY** Anna United Telephone d/b/a Embarg SHELBY **Botkins** United Telephone d/b/a Embarg SHELBY Fort Loramie United Telephone d/b/a Embaro SHELBY Jackson Center United Telephone d/b/a Embaro SHELBY Sidney United Telephone d/b/a Embarg TRUMBULL Bristolville United Telephone d/b/a Embarg TRUMBULL Cortland United Telephone d/b/a Embarg **TRUMBULL** Greene United Telephone d/b/a Embarg Hartford TRUMBULL United Telephone d/b/a Embarg TRUMBULL **Johnston** United Telephone d/b/a Embarg TRUMBULL Kinsman United Telephone d/b/a Embarg TRUMBULL **Newton Falls** United Telephone d/b/a Embarg TRUMBULL Warren United Telephone d/b/a Embaro UNION Byhalia United Telephone d/b/a Embarg UNION Magnetic Springs United Telephone d/b/a Embarg UNION Marysville United Telephone d/b/a Embarg UNION Milford Center United Telephone d/b/a Embarg UNION Raymond United Telephone d/b/a Embarg UNION York Center United Telephone d/b/a Embarg **VAN WERT** Van Wert United Telephone d/b/a Embarg VAN WERT Venedocia United Telephone d/b/a Embarg WARREN Lebanon United Telephone d/b/a Embarg WARREN Mason United Telephone d/b/a Embaro WARREN Morrow United Telephone d/b/a Embarg WARREN South Lebanon United Telephone d/b/a Embarg WARREN Waynesville United Telephone d/b/a Embarg WASHINGTON Bartlett United Telephone d/b/a Embarg **WAYNE** Apple Creek United Telephone d/b/a Embarg WAYNE Fredericksburg United Telephone d/b/a Embarq WAYNE Kidron Marshallville United Telephone d/b/a Embarg WAYNE United Telephone d/b/a Embarg WAYNE Orrville United Telephone d/b/a Embarg **WAYNE** Rittman United Telephone d/b/a Embarg WAYNE Shreve United Telephone d/b/a Embarg WAYNE Smithville United Telephone d/b/a Embarg WAYNE Sterling United Telephone d/b/a Embarg WAYNE Wooster United Telephone d/b/a Embaro WILLIAMS Strvker United Telephone d/b/a Embaro WOOD Bloomdale United Telephone d/b/a Embard WOOD Cygnet United Telephone d/b/a Embarg WOOD Luckey United Telephone d/b/a Embara WOOD Moline

Verizon North

Verizon North

Attachment A Page 9

# LOCAL EXCHANGE SERVICES

	TA 01/11/15 1 T A / O / / /	
	TACHMENT A (Conti	
ILEC	COUNTY	<u>EXCHANGE</u>
United Telephone d/b/a Embarq	WOOD	Portage
United Telephone d/b/a Embarq	WOOD	Risingsun
United Telephone d/b/a Embarq	WOOD	Stony Ridge
Vanlue	HANCOCK	Vanlue
Verizon North	ADAMS	Manchester [ADA]
Verizon North	ADAMS	Peebles
Verizon North	ADAMS	Seaman
Verizan North	ADAMS	West Union
Verizon North	ALLEN	Spencerville
Verizon North	ASHLAND	Ashland
Verizon North	ASHLAND	Hayesville
Verizon North	ASHLAND	Loudonville
Verizon North	ASHLAND	Perrysville
Verizon North	ASHLAND	Polk
Verizon North	ASHLAND	Redhaw
Verizon North	ASHLAND	Savannah
Verizon North	ATHENS	Albany
Verizon North	ATHENS	Amesville
Verizon North	ATHENS	Athens
Verizon North	ATHENS	Guysville
Verizon North	ATHENS	New Marshfield
Verizon North	ATHENS	Shade
Verizon North	ATHENS	The Plains
Verizon North	AUGLAIZE	Minster
Verizon North	AUGLAIZE	New Bremen
Verizon North	AUGLAIZE	St. Marys
Verizon North	BELMONT	Flushing
Verizon North	BROWN	Decatur
Verizon North	BROWN	Georgetown
Verizon North	BROWN	Hamersville
Verizon North	BROWN	Higginsport
Verizon North	BROWN	Mount Orab
Verizon North	BROWN	Russellville
Verizon North	BROWN	Sardinia
Verizon North	BUTLER	Morning Sun
Verizon North	BUTLER	Oxford
Verizon North	CARROLL	Carroliton
Verizon North	CARROLL	Deilroy
Verizon North	CARROLL	Harlem Springs
Verizon North	CARROLL	Malvern
Verizon North	CARROLL	Mechanicstown
Verizon North	CHAMPAIGN	Mechanicsburg
Verizon North	CHAMPAIGN	Woodstock
Verizon North	CLARK	Catawba
Verizon North	CLERMONT	Felicity
Verizon North	CLINTON	Blanchester
Verizon North	CLINTON	Clarksville
Verizon North	CLINTON	Martinsville
Verizon North	CLINTON	New Burlington
12 ' 11 (1	OUNTON	

CLINTON

**CLINTON** 

New Vienna

Port William

# LOCAL EXCHANGE SERVICES

	ATTACUMENT A /Co.	ation and \
11.50	ATTACHMENT A (Cor	EXCHANGE
ILEC	COUNTY	Sabina
Verizon North	CLINTON	
Verizon North	CLINTON	Wilmington
Verizon North	COLUMBIANA	East Rochester
Verizon North	COLUMBIANA	Hanoverton
Verizon North	COLUMBIANA	North Georgetown
Verizon North	COLUMBIANA	Winona
Verizon North	COSHOCTON	Cooperdale
Verizon North	COSHOCTON	Warsaw
Verizon North	CRAWFORD	Crestline
Verizon North	CRAWFORD	Galion
Verizon North	CRAWFORD	New Washington
Verizon North	DARKE	North Star
Verizon North	DARKE	Yorkshire
Verizon North	DEFIANCE	Hicksville
Verizon North	DEFIANCE	Ney
Verizon North	DELAWARE	Ashley
Verizon North	DELAWARE	Cheshire Center
Verizon North	DELAWARE	Delaware
Verizon North	DELAWARE	Kilbourne
Verizon North	DELAWARE	Ostrander
Verizon North	DELAWARE	Radnor
Verizon North	DELAWARE	Rathbone
Verizon North	ERIE	Berlin Heights
Verizon North	ERIÉ	Huron
Verizon North	ERIE	Kelleys Island
Verizon North	ERIE	Milan
Verizon North	FAIRFIELD	Amanda
Verizon North	FAIRFIELD	Baltimore
Verizon North	FAIRFIELD	Bremen
Verizon North	FAIRFIELD	Millersport
Verizon North	FAIRFIELD	Pleasantville
Verizon North	FULTON	Fayette
Verizon North	GUERNSEY	Byesville
Verizon North	GUERNSEY	Cambridge
Verizon North	HANCOCK	Arlington
Verizon North	HANCOCK	Jenera
Verizon North	HANCOCK	McComb
Verizon North	HANCOCK	Mount Blanchard
Verizon North	HANCOCK	Rawson
Verizon North	HANCOCK	Van Buren
Verizon North	HARDIN	Forest
Verizon North	HARRISON	Bowerston
Verizon North	HARRISON	Cadiz
Verizon North	HARRISON	Freeport
Verizon North	HARRISON	Jewett
Verizon North	HARRISON	Scio
Verizon North	HIGHLAND	Greenfield
Verizon North	HIGHLAND	Leesburg
Verizon North	HIGHLAND	Lynchburg
Verizon North	HIGHLAND	Mowrystown
Verizon North	HIGHLAND	Sinking Spring
Verizon North	HOCKING	Laurelville
Verizon North	HOCKING	Logan

**HOCKING** 

Logan

Verizon North

	ATTACHMENT A (Co	untinued\
ILEC	COUNTY	EXCHANGE
Verizon North	HOLMES	Berlin
Verizon North	HOLMES	Lakeville
Verizon North	HURON	Bellevue
Verizon North	HURON	Greenwich
Verizon North	HURON	Monroeville
Verizon North	HURON	New London
Verizon North	HURON	Norwalk
Verizon North	HURON	Wakeman
Verizon North	HURON	Willard
Verizon North	JACKSON	Jackson
Verizon North	JACKSON	Oak Hill
Verizon North	JACKSON	Wellston
Verizon North	JEFFERSON	Adena
Verizon North	JEFFERSON	Amsterdam
Verizon North	JEFFERSON	Bergholz
Verizon North	JEFFERSON	Brilliant
Verizon North	JEFFERSON	Dillonvale-Mt. Pleasant
Verizon North	JEFFERSON	Knoxville
Verizon North	JEFFERSON	Richmond
Verizon North	JEFFERSON	Smithfield
Verizon North	JEFFERSON	Tiltonsville
Verizon North	LAWRENCE	Chesapeake
Verizon North	LORAIN	Grafton
Verizon North	LORAIN	North Eaton
Verizon North	LORAIN	Oberlin
Verizon North	LORAIN	Wellington
Verizon North	LUCAS	Curtice-Oregon
Verizon North	LUCAS	Sylvania
Verizon North	MADISON	Resaca
Verizon North	MARION	Green Camp
Verizon North	MARION	Larue
Verizon North	MARION	Marion
Verizon North	MARION	Morral
Verizon North	MARION	Prospect
Verizon North	MARION	Waldo
Verizon North	MEDINA	Brunswick
Verizon North	MEDINA	Chatham
Verizon North	MEDINA	Homerville
Verizon North	MEDINA	Lodi
Verizon North	MEDINA	Medina
Verizon North	MEDINA	Seville
Verizon North	MEDINA	Sharon Center
Verizon North	MEDINA	Spencer
Verizon North	MEDINA	Valley City
Verizon North	MEDINA	Wadsworth
Verizon North	MEDINA	Westfield Center
Verizon North	MEIGS	Letart Falls
Verizon North	MEIGS	Pomeroy
Verizon North	MEIGS	Portland
Verizon North	MERCER	Celina
Verizon North	MERCER	Coldwater
Verizon North	MERCER	Fort Recovery
Verizon North	MERCER	Maria Stein

Verizon North

Verizon North

Attachment A Page 12

# LOCAL EXCHANGE SERVICES

	ATTAOLISAENT A (O	.i
	ATTACHMENT A (Con	
ILEC	COUNTY	<u>EXCHANGE</u>
Verizon North	MERCER	Mendon
Verizon North	MIAMI	Laura
Verizon North	MIAMI	Tipp City
Verizon North	MIAMI	Troy
Verizon North	MIAMI	West Milton
Verizon North	MONTGOMERY	Brookville
Verizon North	MONTGOMERY	Englewood Farmersville
Verizon North	MONTGOMERY	
Verizon North	MONTGOMERY	Liberty
Verizon North	MONTGOMERY	New Lebanon
Verizon North	MONTGOMERY	Phillipsburg
Verizon North	MONTGOMERY	Trotwood
Verizon North	MUSKINGUM	New Concord Caldwell
Verizon North	NOBLE	= = = = = = = = = = = = = = = = = = = =
Verizon North	NOBLE	Dexter City Summerfield
Verizon North	NOBLE	
Verizon North	OTTAWA	Elmore Genoa
Verizon North	OTTAWA	
Verizon North	OTTAWA	Marblehead
Verizon North	OTTAWA	Oak Harbor
Verizon North	OTTAWA	Port Clinton
Verizon North	OTTAWA	Put-In-Bay
Verizon North	PAULDING	Antwerp
Verizon North	PAULDING	Payne Ashville
Verizon North	PICKAWAY	
Verizon North	PICKAWAY	Circleville
Verizon North Verizon North	PICKAWAY	Williamsport
	PIKE	Beaver
Verizon North	PIKE	Idaho Dikatan
Verizon North	PIKE	Piketon
Verizon North	PIKE	Waverly Garrettsville
Verizon North Verizon North	PORTAGE	Gratis
· - · · - · · · · · · · · · · · · · · ·	PREBLE	
Verizon North	PREBLE	Lewisburg
Verizon North	PREBLE	West Alexandria
Verizon North Verizon North	RICHLAND	Plymouth Chalo
	SANDUSKY	Clyde
Verizon North Verizon North	SANDUSKY SANDUSKY	Gibsonburg Helena
Verizon North		
Verizon North	SCIOTO	Portsmouth Attica
Verizon North	SENECA	Bettsville
Verizon North	SENECA SENECA	Bloomville
Verizon North	SENECA	Republic
Verizon North		Beach City
Verizon North	STARK STARK	Brewster
Verizon North	STARK	Minerva
Verizon North	STARK	Paris
Verizon North	STARK	Wilmot
Verizon North	SUMMIT	Montrose [SUM]
Verizon North	TUSCARAWAS	Baltic
Verizon North	TUSCARAYVAS	Politor

**TUSCARAWAS** 

**TUSCARAWAS** 

Bolivar

Mineral City

Windstream Ohio

Attachment A Page 13

# LOCAL EXCHANGE SERVICES

	ATTAOUNATION A	الممريحتك
11.50	ATTACHMENT A (Con	
ILEC	COUNTY	EXCHANGE
Verizon North	TUSCARAWAS	New Philadelphia
Verizon North	TUSCARAWAS	Strasburg
Verizon North	TUSCARAWAS	Sugarcreek
Verizon North	UNION	Plain City
Verizon North	UNION	Richwood
Verizon North	VAN WERT	Convoy
Verizon North	VAN WERT	Ohio City
Verizon North	VAN WERT	Scott
Verizon North	VAN WERT	Willshire-Wren
Verizon North	VINTON	McArthur
Verizon North	VINTON	Wilkesville
Verizon North	WASHINGTON	Barlow
Verizon North	WASHINGTON	Beverly
Verizon North	WASHINGTON	Lowell
Verizon North	WASHINGTON	Lower Salem
Verizon North	WASHINGTON	Watertown
Verizon North	WAYNE	Burbank
Verizon North	WAYNE	Congress
Verizon North	WAYNE	Creston
Verizon North	WAYNE	West Salem
Verizon North	WILLIAMS	Bryan
Verizon North	WILLIAMS	Edgerton
Verizon North	WILLIAMS	Edon
Verizon North	WILLIAMS	Evansport
Verizon North	WILLIAMS	Montpelier
Verizon North	WILLIAMS	Pioneer
Verizon North	WILLIAMS	West Unity
Verizon North	WOOD	Bowling Green
Verizon North	MOOD	Grand Rapids
Verizon North	WOOD	Haskins-Tontogany
Verizon North	WOOD	North Baltimore
Verizon North	WOOD	Pemberville
Verizon North	WOOD	Wayne-Bradner
Verizon North	WOOD	Weston
Verizon North	WYANDOT	Carey
Verizon North	WYANDOT	Harpster
Verizon North	WYANDOT	Nevada
Verizon North	WYANDOT	Wharton
Windstream Ohio	CHAMPAIGN	St. Paris
Windstream Ohio	FULTON	Chesterfield
Windstream Ohio	FULTON	Delta
Windstream Ohio	FULTON	Neapolis
Windstream Ohio	HARDIN	Kenton
Windstream Ohio	LICKING	Granville
Windstream Ohio	LICKING	Gratiot
Windstream Ohio	LICKING	Marne
Windstream Ohio	LICKING	Newark
Windstream Ohio	LICKING	St. Louisville
Windstream Ohio	LORAIN	Columbia Station
Windstream Ohio	LORAIN	Elyria
Windstream Ohio	MIAMI	Covington
Windstream Ohio	MIAMI	Pleasant Hill
Windstroom Ohio	DALII DINIC	Doubling

**PAULDING** 

Paulding

	THE PROPERTY OF	
ILEC	COUNTY	<u>EXCHANGE</u>
Windstream Western Reserve	ASHTABULA	Ashtabula
Windstream Western Reserve	ASHTABULA	Austinburg
Windstream Western Reserve	ASHTABULA	Dorset
Windstream Western Reserve	ASHTABULA	Geneva
Windstream Western Reserve	ASHTABULA	Kingsville
Windstream Western Reserve	ASHTABULA	Pierpont
Windstream Western Reserve	ASHTABULA	Rock Creek
Windstream Western Reserve	ASHTABULA	Trumbull
Windstream Western Reserve	ATHENS	Coolville
Windstream Western Reserve	BELMONT	Centerville [BEL]
Windstream Western Reserve	BELMONT	<b>Morristown</b>
Windstream Western Reserve	BELMONT	Powhatan Point
Windstream Western Reserve	GEAUGA	Bainbridge [GEA]
Windstream Western Reserve	GEAUGA	Chardon
Windstream Western Reserve	GEAUGA	East Claridon
Windstream Western Reserve	GEAUGA	Huntsburg
Windstream Western Reserve	GEAUGA	Middlefield
Windstream Western Reserve	GEAUGA	Montville
Windstream Western Reserve	GEAUGA	Newbury
Windstream Western Reserve	GEAUGA	Parkman
Windstream Western Reserve	GEAUGA	Russell
Windstream Western Reserve	GEAUGA	Thompson
Windstream Western Reserve	GUERNSEY	Cumberland
Windstream Western Reserve	GUERNSEY	Fairview
Windstream Western Reserve	GUERNSEY	Old Washington
Windstream Western Reserve	GUERNSEY	Quaker City
Windstream Western Reserve	HARRISON	Hopedale
Windstream Western Reserve	JEFFERSON	Bloomingdale
Windstream Western Reserve	LAKE	Madison
Windstream Western Reserve	LAKE	Perry
Windstream Western Reserve	MEDINA	Hinckley
Windstream Western Reserve	MEIGS	Chester
Windstream Western Reserve	PORTAGE	Aurora
Windstream Western Reserve	PORTAGE	Hiram
Windstream Western Reserve	SUMMIT	Hudson
Windstream Western Reserve	SUMMIT	Northfield
Windstream Western Reserve	SUMMIT	Peninsula
Windstream Western Reserve	SUMMIT	Richfield
Windstream Western Reserve	SUMMIT	Twinsburg
Windstream Western Reserve	TRUMBULL	Mesopotamia
Windstream Western Reserve	WASHINGTON	Little Hocking

# Exhibit C 08-351-TP-ATA

## **Summary of Changes**

This filing replaces Sprint's Ohio Tariff PUCO No. 2 with an entirely new tariff containing the regulations required by the Public Utilities Commission of Ohio for detariffed services, in compliance with Case No. 06-1345-TP-ORD

This filing detariffs the following services:

Business Local Exchange Service Sprint Integrated Local Services N11 Services

## The following items remain in the tariff:

- 1. Application of Tariff (includes reference to MTSS rules)
- 2. Rules and Regulations
  - 2.1 Payment
    - 2.1.1 Late Payment Charge
    - 2.1.2 Non-Sufficient Funds Checks
  - 2.2 N11 Liability
  - 2.3 911 Telecommunications Service
  - 2.4 Presubscribed Interexchange Carrier (PIC) Charge
  - 2.5 Blocking of Calling Party Number (CPN)
  - 2.6 900 Blocking
  - 2.7 Toll Restriction 1+ and 0+ Blocking
  - 2.8 Blocking Services
  - 2.9 N11 Services
    - 2.9.1 211 Service for Information and Referral Service

#### Attachment A

# Exhibit D 08-351-TP-ATA

# Compliance with Rule 4901:1-6-05(G)(4)

The applicant will post retail service descriptions on its website at <a href="www.sprint.com/tariffs">www.sprint.com/tariffs</a> that outlines the services offered, terms and conditions and instruction as to where customers may obtain their specific rates.

# Exhibit E 08-351-TP-ATA Customer Notice

One-time customer notice of detariffing and related changes consistent with rule 4901:1-06-16(B), including where customers may find the information regarding such services as required by rule 4901:1-6-05(G)(3).

Dear Valued Sprint Customer,

Beginning on April 1, 2008, the prices, service descriptions, and the terms and conditions for certain telecommunication services that you are provided by Sprint Communications Company, L.P. (Sprint) will no longer be on file at the Public Utilities Commission of Ohio (PUCO).

The services affected are Business Local Exchange Service, Sprint Integrated Local Service, N11 Services,

which you currently subscribe. Sprint must still provide a customer notice at least 15 days in advance of rate increases, changes in terms and conditions and discontinuance of existing services. Additionally, you will be able to view the company's future service offerings in the company's Intrastate Schedule online at sprint.com/tariffs or you can request a copy of this information by contacting Sprint at P.O. Box 15955, Shawnee Mission, KS 66285 or by This modification does not automatically result in a change in the prices, terms or conditions of those services to calling 1-800-877-4020.

Because these services will no longer be on file with the Commission, the agreement reached between the customer and the company, instead of the document on file at the PUCO, will now control new services or changes in service. This agreement, whether it is verbal or written, will still be subject to consumer protections required and enforced by

For any new services or changes in service, it will be important that you carefully review and confirm the price, terms and conditions.

If you have any questions about this matter, please call Sprint tolt free at 1-800-877-4020 or visit sprint.com/tarilfs.

Sincerely, Sprint Communications Company, L.P.

FE8001-4123

CLEC Busines

# Exhibit F 08-351-TP-ATA Customer Notice Affidavit

Affidavit that the Customer Notice described in Exhibit E has been sent to Customers.

#### **CUSTOMER NOTICE AFFIDAVIT**

STATE OF:

Kansas SS: Johnson COUNTY OF:

# <u>AFFIDAVIT</u>

I Shelia Sharp, am an authorized agent of the applicant corporation, Sprint Communications Company, L.P., and am authorized to make this statement on its behalf. I attest that customer notices accompanying this affidavit were sent to affected customers through direct mail in February 2008, in accordance with Rule 4901:1-6-16, Ohio Administrative Code. I declare under penalty of perjury that the foregoing is true and correct.

Overland Pack, Kr

Shelia Sharp, State Tariff Analyst

March 28, 2008

Subscribed and sworn to before me this 3/28

NOTARY PUBLIC - State of Kansas Shelly L. Green

Notary Public

My Commission Expires:

# Exhibit A 08-351-TP-ATA Existing affected tariff pages

Please see attached P.U.C.O. Tariff No. 1, Pages 1 through 193 and Attachment A Pages 1-14

TARIFF SCHEDULE
APPLICABLE TO
LOCAL EXCHANGE SERVICES
WITHIN
THE STATE OF OHIO
ISSUED BY
SPRINT COMMUNICATIONS COMPANY L.P.

Public Utilities Commission of Ohio Local Exchange Tariff No. 1

This tariff contains the regulations and rates applicable for the furnishing of basic Local Exchange telecommunications services provided by Sprint Communications Company, L.P. ("Sprint") within the State of Ohio. This tariff is on file with the Public Utilities Commission of Ohio.

ISSUED: 10-09-02

Director - Tariffs 6450 Sprint Parkway Overland Park, KS 66251 EFFECTIVE: 10-09-02

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Terms and Conditions			
Business Product Descriptions	62		
Business Services Price List	123		
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(N)

### LOCAL EXCHANGE SERVICES

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ISSUED: December 11, 2006 Director - Tariffs 6450 Sprint Parkway Overland Park, KS 66251 EFFECTIVE: December 11, 2006

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		(D)
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#### **EXPLANATION OF SYMBOLS**

When changes are made on any tariff page, a revised page will be issued canceling the tariff page affected; such changes will be identified through the use of the following symbols:

- C To signify a "Change" in existing rate and/or regulation.
- D To signify the "Deletion/Discontinuance" of rates, regulations, and/or text.
- I To signify a rate "Increase."
- M To signify matter "Moved/Relocated" within the tariff with no change to the material.
- N To signify "New" text, regulation, service, and/or rates.
- R To signify a rate "Reduction."
- T To signify a "Text Change" in tariff, but no change in rate or regulation.
- Z To signify a correction.

The above symbols will apply except where additional symbols are identified at the bottom of an individual page.

ISSUED: 10-09-02

Director - Tariffs 6450 Sprint Parkway Overland Park, KS 66251 EFFECTIVE: 10-09-02

## Trademarks and Service Marks Used in this Tariff

Below is a list of trademarks which may be used in this tariff. These designations will not be listed hereafter in the tariff. However, the laws regarding trademarks and service marks will still apply. Trademarks that are owned by Sprint cannot be used by another party without authorization.

Sprint Business Flex<sup>SM</sup> with All Calls All Day<sup>SM</sup>

(D)

(D)

ISSUED: APRIL 20, 2007 Manager - Tariffs 6450 Sprint Parkway Overland Park, KS 66251

#### 1. APPLICATION OF TARIFF

- 1. This tariff applies to the furnishing of the Local Exchange Services by Sprint Communications Company L.P. (hereinafter referred to as the "Company" or "Sprint"), to Customers within the State of Ohio. Services contained in this tariff will be provided in the Service Areas listed in Section 3 of this Tariff.
- 2. The provision of local exchange service is subject to regulations, applicable Minimum Telecommunications Service Standards (as they relate to CLECs) and terms and conditions specified in this tariff and may be revised, added to or supplemented by superseding issues.
- 3. The rates, charges, and conditions shown herein include all network facilities on the Company's side of the point of demarcation (Network Interface Device). The purpose of the point of demarcation is to separate responsibility of the Company from the responsibility of the building owner/Customer.

(D)

4. Sprint 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 submitted to the Commission for approval and be in effect for a limited duration.

**(T)** 

#### 2. UNDERTAKING OF THE COMPANY

- 1. The Company undertakes to provide the services offered in this tariff on the terms and conditions and at the rates and charges specified.
- 2. Service will be provided where facilities, ordering and billing capabilities and the resale of necessary underlying network elements are technologically available and operationally and/or economically feasible. The furnishing of service under this tariff is subject to the continuing availability of all necessary facilities.
- 3. The Company reserves the right to limit use of facilities when necessary due to a shortage of facilities or other cause beyond the Company's control.
- 4. The Company's services are available for use twenty-four hours per day, seven days per week.
- 5. Except as otherwise stated in this tariff, service is provided on the basis of a minimum period of thirty days. For the purposes of computing charges in this Tariff, a month is considered to have 30 days.
- 6. Customers may be required to enter into written agreements which shall contain or reference a specific description of the service(s) ordered, the rate(s) to be charged, the duration of the service(s), and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- 7. Except as otherwise stated in the tariff, at the expiration of the initial term specified in each written agreement or service order, or in any extension thereof, service shall continue on a month to month basis, unless terminated by either party upon thirty days' notice. Any termination shall not relieve the Customer of its obligation to pay any charge incurred under the service order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- 8. The Company's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services.
- The use of the Company's services without payment for service or attempting to avoid payment
  for service by fraudulent means or devices, schemes, false or invalid numbers, or false call or
  credit cards is prohibited.
- 10. The Company does not transmit messages pursuant to this Tariff, but its services may be used for that purpose.
- 11. The Company's services may be canceled for nonpayment of uncontested bill charges or for other violations of this Tariff.
- 12. The use and restoration of service in emergencies shall be in accordance with the Federal Communications Commission's Rules and Regulations and the Regulations of the Commission which specify the priority system for such activities.
- 13. Sprint and/or its authorized agents will monitor its network and all associated facilities to resolve troubles and ensure the proper operation of its network.

ISSUED: April 2, 2004 Director - Tariffs 6450 Sprint Parkway Overland Park, KS 66251 EFFECTIVE: April 2, 2004

#### 3. SERVICE AREA

## 1. Service Areas for Business Services

Sprint provides Local Exchange Service in the areas as defined below, where necessary underlying network elements are reasonably available to the company on terms that are both technically and economically feasible. As technical and/or economic feasibility allows, this section will be modified to reflect additional areas in which Sprint will offer local exchange service.

1.	Serving Areas	for Business Local	Exchange Services

(T)

Rate Center(s)	Rate Group	(T)
N/A	1	
N/A	2	
N/A	3	
Bedford, Berea, Brecksville, Chagrin Falls, Cleveleand, Hillcrest, Independence (Cuyahoga Mentor, Montrose (Cuyahoga), North Royalton, Painesville, Strongsville, Terrace, Trinity, Victory, Wickliffe, and Willoughby	4 a),	<b>(N)</b>

Material previously appearing on this page now appears on 4th Revised Page 9.1.

(M)

(N)

(M)

ISSUED: APRIL 20, 2007 Manager - Tariffs 6450 Sprint Parkway Overland Park, KS 66251

- 3. SERVICE AREA (Continued)
  - 1. Service Areas for Business Services (Cont'd)
    - 2. Local Calling Areas for Business Local Exchange Services

Local Calling Areas for customers whose premises are located in exchanges as identified by Rate Groups are as follows:

Rate Group

Rate Center

**(T)** 

1, 2 and 3

N/A

ISSUED; APRIL 20, 2007

Manager - Tariffs 6450 Sprint Parkway Overland Park, KS 66251

3.	SERVICE	AREA (	(Continued)
↩.	<u> </u>	* ** * * * * * * * * * * * * * * * * *	( COMMINGOU)

- 1. Service Areas for Business Services (Continued)
  - 2.

2. Local Calling	Areas for Business L	ocal Exchange Services (Continued)	
Rate Group	Rate Center	Local Calling Area	<b>(</b> T)
Berea, Breck	sville, Chagrin Farth Royalton, Olmste	Cleveland Metropolitan Area are as follows: Bedford, lls, Cleveland, Gates Mills, Hillcrest, Independence, ed Falls, Strongsville, Terrace, Trinity, Victory, Wickliffe,	(M) (M)
4 Clevel	land Metropolitan As Bedford	rea: Cleveland Metropolitan Area, Aurora, Bainbridge (Geauga), Brunswick, Chesterland, Columbia Station, Hinckley, Northfield, Richfield, Russell, Twinsburg	
	Berea	Cleveland Metropolitan Area, Aurora, Bainbridge (Geauga), Brunswick, Chesterland, Columbia Station, Elyria, Hinckley, North Eaton, Northfield, Richfield, Russell, Twinsburg	
	Brecksville	Cleveland Metropolitan Area, Aurora, Bainbridge (Geauga), Brunswick, Chesterland, Columbia Station, Hinckley, Northfield, Richfield, Russell, Twinsburg	
	Chagrin Falls	Cleveland Metropolitan Area, Aurora, Bainbridge (Geauga), Brunswick, Burton, Chesterland, Columbia Station, Hinckley, Newbury, Northfield, Richfield, Russell, Twinsburg	
	Cleveland	Aurora, Avon Lake, Bainbridge (Geauga), Brunswick, Burton, Cleveland Metropolitan Area, Chesterland, Columbia Station, East Claridon, Elyria, Grafton, Hinckley, Leroy, Montville, Newbury, North Eaton, Northfield, Perry, Richfield, Russell, Twinsburg, Valley City.	(T) 
	Hillcrest	Cleveland Metropolitan Area, Aurora, Bainbridge (Geauga), Brunswick, Chesterland, Columbia Station, East Claridon, Hinckley, Kirtland, Northfield, Richfield, Russell, Twinsburg	
(M) Material currently app	pearing on this page	previously appeared on 8th Revised Page 8.	

ISSUED: APRIL 20, 2007

Manager - Tariffs 6450 Sprint Parkway Overland Park, KS 66251

# 3. SERVICE AREA (Continued)

- 1. Service Areas for Business Services (Continued)

]	Rate Group	Rate Center	Local Calling Area	<b>(T)</b>
	4 Cleve	land Metropolitan A	area (Continued):	
		Independence	Cleveland Metropolitan Area, Aurora, Bainbridge (Geauga), Brunswick, Chesterland, Columbia Station, Hinckley, Northfield, Richfield, Russell, Twinsburg	
		Montrose	Cleveland Metropolitan Area, Aurora, Bainbridge (Geauga), Brunswick, Columbia Station, Hinckley, Northfield, Richfield, Russell, Twinsburg	
		North Royalton	Cleveland Metropolitan Area, Aurora, Bainbridge (Geauga), Brunswick, Chesterland, Columbia Station, Elyria, Hinckley, North Eaton, Northfield, Richfield, Russell, Twinsburg	
		Strongsville	Cleveland Metropolitan Area, Aurora, Bainbridge (Geauga), Brunswick, Chesterland, Columbia Station, Elyria, Hinckley, North Eaton, Northfield, Richfield, Russell, Twinsburg	
		Terrace	Cleveland Metropolitan Area, Aurora, Bainbridge (Geauga), Brunswick, Burton, Chesterland, Columbia Station, Hinckley, Kirtland, Northfield, Richfield, Russell, Twinsburg	(N
		Trinity	Cleveland Metropolitan Area, Aurora, Avon Lake, Bainbridge (Geauga), Brunswick, Chesterland, Columbia Station, Elyria, Hinckley, North Eaton, Northfield, Richfield, Russell, Twinsburg	
		Victory	Cleveland Metropolitan Area, Aurora, Bainbridge (Geauga), Brunswick, Chesterland, Columbia Station, Elyria, Hinckley, North Eaton, Northfield, Richfield, Russell, Twinsburg	

ISSUED: APRIL 20, 2007

Manager - Tariffs 6450 Sprint Parkway Overland Park, KS 66251

**(T)** 

#### LOCAL EXCHANGE SERVICES

#### 3. SERVICE AREA (Continued)

Rate Group

- 1. Service Areas for Business Services (Continued)
  - 2. Local Calling Areas for Business Local Exchange Services (Continued)

4 Cleveland Metropolitan Area (Continued):

Rate Center

Wickliffe Cleveland Metropolitan Area, Aurora, Bainbridge

(Geauga), Brunswick, Chesterland, Columbia Station, Hinckley, Kirtland, Mentor, Northfield, Richfield,

Russell, Twinsburg

Local Calling Area

Willoughby Cleveland Metropolitan Area, Aurora, Bainbridge

(Geauga), Brunswick, Chesterland, Columbia Station, Hinckley, Kirtland, Leroy (Lake), Mentor, Northfield,

Painesville, Perry, Richfield, Russell, Twinsburg

4 Outside Cleveland Metropolitan Area:

Mentor, Gates Mills, Kirtland, Leroy (Lake),

Painesville, Petty, Wickliffe, Willoughby

Painesville Painesville, Chardon, Kirtland, Leroy (Lake), Madison,

Mentor, Montville, Perry, Willoughby

ISSUED: APRIL 20, 2007 Director - Tariffs 6450 Sprint Parkway Overland Park, KS 66251

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Director - Tariffs 6450 Sprint Parkway Overland Park, KS 66251

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Director - Tariffs 6450 Sprint Parkway Overland Park, KS 66251

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Director - Tariffs 6450 Sprint Parkway Overland Park, KS 66251 EFFECTIVE: February 19, 2006

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Director - Tariffs 6450 Sprint Parkway Overland Park, KS 66251

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ISSUED: February 19, 2006 Director - Tariffs 6450 Sprint Parkway Overland Park, KS 66251

# 4. TERMS AND CONDITIONS

#### 1. Definitions

Certain terms used generally throughout this tariff for services furnished by the Carrier are defined below.

#### Access Lines

A Telephone facility which permits access to and from both the Customer's premises and the telephone exchange or serving central office.

#### Account

A company accounting category containing one or more business local exchange access lines billed to the same customer at the same address.

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# Additional Listing

Any listing of a name or other authorized information in connection with a Customer's telephone number in addition to that which is entitled in connection with his regular service.

## Advance Payment

A payment that may be required by the Company as a means of being compensated for extraordinary expenses, including, but not limited to, special construction costs associated with a particular service installation.

### <u>Agent</u>

A business representative, whose function is to modify, affect, accept performance of, or terminate contractual obligations between the Company, its applicants or Customers.

## **Applicant**

A person who applies for telecommunications service, including persons seeking reconnection of their service after Company-initiated termination.

#### **Application**

A request made orally or in writing for telephone service.

ISSUED: April 20, 2006 Director - Tariffs 6450 Sprint Parkway Overland Park, KS 66251 EFFECTIVE: April 20, 2006

# 4. TERMS AND CONDITIONS (Continued)

# 1. Definitions (Continued)

# Basic Local Exchange Service

The provision of an access line and usage within a local calling area for the transmission of 2-way interactive switched voice/data communication.

#### Billing Cycle

The frequency with which the customer bills are rendered customer bills are typically generated once each month. For purpose of billing, a month is considered to consist of thirty days.

### Building

A structure under one roof and of such a nature that it can in itself fulfill the requirements of a business or two or more structures that are connected by means of enclosed passageways (overhead bridges, subways, or a ground level) or common basements, permitting access from one building to the other, that are suitable for the routing, placing, and proper protection of inside applicable and wire type facilities. In no case can conduit be considered an enclosed passageway.

# **Business Service**

Determination as to whether or not Customer's service should be classified as Business will be based on the character or use to be made of the service. The practice of advertising a telephone number in newspapers, business cards, or on trucks shall be a contributing, but not an exclusive factor in determining the classification of service. Service will be classified as Business service where the use is primarily or substantially of a business, professional, institutional, or otherwise occupational nature.

ISSUED: April 20, 2006 Director - Tariffs 6450 Sprint Parkway Overland Park, KS 66251 EFFECTIVE: April 20, 2006

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# 4. TERMS AND CONDITIONS (Continued)

# 1. <u>Definitions</u> (Continued)

#### Central Office

A switching unit in a telephone system which provides service to the general public, having the necessary equipment and operating arrangements for terminating and interconnecting Customer lines and trunks or trunks only. There may be more than one central office in a building or exchange.

# Class of Service

The categories of service generally available to the Customer.

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## Commission

The Public Utilities Commission of Ohio.

# Company

Sprint Communications Company L. P.

#### Competitive Local Exchange Carrier (CLEC)

A common carrier that is issued a Certificate of Public Convenience and Necessity to provide local exchange telecommunications service for a geographic area specified by such carrier within the State of Ohio.

# Completed Call or Telephonic Communication

A call, or other telephonic communication, originated by a person or mechanical/electrical device from a number to another number which is answered by a person or mechanical/electrical device. The numbers may be located any distance apart within the state; and the communication may consist of voice, data, the combination of both, or other transmission via a wire or wireless medium; and may be for any duration of time.

ISSUED: April 20, 2006 Director - Tariffs 6450 Sprint Parkway Overland Park, KS 66251 EFFECTIVE: April 20, 2006

# 4. TERMS AND CONDITIONS (Continued)

#### 1. <u>Definitions</u> (Continued)

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# Connecting Company

A corporation, association, partnership or individual owning or operating one or more exchanges and with which communications services are interchanged.

# Construction Charges

Separate charges made for the construction of facilities in excess of those contemplated under the rates quoted in this tariff.

### Continuous Property



A plot of ground, together with any buildings thereon, occupied by the Customer, which is not separated by public thoroughfares or by property occupied by others.

#### Contract

The agreement between a Customer and the Company under which service and facilities are furnished in accordance with the applicable provisions of the Tariffs.

#### Cost

The cost of labor and materials, which includes appropriate amounts to cover the Company's general operating and administrative expenses.

#### Customer

The person, firm or corporation which orders service and is responsible for the payment of charges and compliance with the terms and conditions of this tariff.

# Customer Provided Equipment

All communications systems, devices, apparatus and their associated wiring, provided by Customer.

(M) Material previously appearing on this page now appears on Page 13.

ISSUED:

Director - Tariffs 6450 Sprint Parkway Overland Park, KS 66251

EFFECTIVE: February 3, 2003

February 3, 2003

# 4. TERMS AND CONDITIONS (Continued)

# 1. Definitions (Continued)

## Date of Presentation

Postmark date on billing or notice envelope.

#### Dedicated

A facility or equipment system or subsystem set aside for the sole use of a specific Customer. This term is generally used to describe higher capacity trunks used in typical commercial applications.

#### **Directory Listing**

A publication in dominant LECs alphabetical directory of information relative to a Customer's name or other identification and telephone number.

# Direct Inward Dial (DID)

Provides capability for direct inward dialing to a PBX station without attendant assistance.

# Direct Inward Outward Dial (DIOD)

Provides the combined capabilities of DID and DOD.

### Direct Outward Dial (DOD)

Provides recognition, by the exchange telephone network, of the capability in a PBX for direct outward dialing to an outside station without attendant assistance.

# Disconnect Notice

The written notice sent to a Customer following billing, notifying the Customer that service will be discontinued if charges are not satisfied by the date specified on the notice.

ISSUED: 10-09-02

Director - Tariffs 6450 Sprint Parkway Overland Park, KS 66251 EFFECTIVE: 10-09-02

# 4. TERMS AND CONDITIONS (Continued)

#### 1. <u>Definitions</u> (Continued)

# End Office

Denotes the LEC switching system office or service wire center where Customer station loops are terminated for purposes of interconnection to each other and/or to trunks.

Equal Access (N)

A form of dialed access provided by local exchange companies whereby interexchange calls dialed by the Customer are automatically routed to the Company's network. Presubscribed Customers may also route interexchange calls to the Company's network by dialing an access code supplied by the Company

#### Exchange

A geographical area established for the administration of telephone service in a specified area, called the "Exchange Area", which usually embraces the city, town or village, and its environs. It may contain one or more central offices together with the associated plant, equipment and facilities used in furnishing communication service within that area.

# Exchange Area

The area within which the telephone company furnishes complete telephone service from one specific exchange at the exchange rates applicable within that area.

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#### Flat Rate Service

Unlimited calling privileges to a specified area furnished at a fixed periodic charge.

<u>Holiday</u> (N)

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

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ISSUED: February 3, 2003

Director - Tariffs 6450 Sprint Parkway Overland Park, KS 66251

# 4. TERMS AND CONDITIONS (Continued)

# 1. Definitions (Continued)

#### Interexchange Carrier (IXC)

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See Long Distance Provider.

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# Incumbent Local Exchange Company (ILEC)

ILEC refers to the dominant local exchange carrier(s) in an area also serviced by the Company.

### Installation Charge

A nonrecurring charge made at the time of installation of communications service which may apply in place of or in addition to service charges and other applicable charges for service or equipment.

## Interface

The term "Interface" denotes that point on the premises of the Customer at which provision is made for connection of other than Company provided facilities to facilities provided by the Company.

### Interface Equipment

Equipment provided by the Company at the interface location to accomplish the direct electrical connection of facilities provided by the Company with facilities provided by other than the Company.

ISSUED: February 3, 2003 Director - Tariffs 6450 Sprint Parkway Overland Park, KS 66251

# 4. TERMS AND CONDITIONS (Continued)

# 1. <u>Definitions</u> (Continued)

#### LATA

A Local Access and Transport Area as defined in the Telecommunications Act of 1996; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4.

# Local Exchange Company (LEC)

Term used when provider can be either a CLEC or an ILEC.

# Local Calling Area

That geographic area throughout which a Customer of local exchange service obtains telephone service without payment of a toll charge. It includes the home exchange and may also include other nearby exchanges. A local calling area may consist of one, or more than one, central office areas.

# Local Telephone Number Portability

The ability of end users to retain their existing telephone numbers when remaining at a location, or changing their location within the geographic area served by the initial carrier's serving central office, regardless of the Local Service Provider.

# Long Distance Provider

A long distance telecommunications services provider, also known as Interexchange Carrier or IXC.

# Minimum Service Term

The minimum length of time for which a Customer is obligated to pay for service, whether or not retained by the Customer for such minimum length of time.

ISSUED: March 15, 2004 Director - Tariffs 6450 Sprint Parkway Overland Park, KS 66251 EFFECTIVE: April 25, 2004

Filed under authority of Order of the Public Utilities Commission of Ohio in Case No. 04-350-TP-ATA

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#### LOCAL EXCHANGE SERVICES

# 4. TERMS AND CONDITIONS (Continued)

# 1. <u>Definitions</u> (Continued)

#### Monthly Recurring Charges

The monthly charges paid by the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

# **Network Control Signaling**

The transmission signals used in the telecommunications network, which performs functions such as supervision (control, status and charging signals), address signaling (e.g., dialing), calling and called number identification, audible tone signals (call progress signals indicating reorder or busy conditions, alerting, coin denominations, coin collect and coin return tones) to control the operation of switching machines in the telecommunications network.

#### **NXX Rating Point**

The end office/wire center location designated in the Local Exchange Routing Guide as the assignment point for an NPA-NXX code.

#### Non-Published Service

A service provided to Customers which prevents the Customer's number from being published in either the directory or the directory assistance database.

## Nonrecurring Charge

The one-time initial charge for services or facilities, including but not limited to charges for construction, installation or special fees for which the Customer becomes liable at the time the service order is executed.

## Non-Sufficient Funds (NSF) Check

Any negotiable instrument returned by the bank, savings institution, or other eligible institutions which is returned by that institution with one of the following instructions: non sufficient funds, uncollected funds, account closed, account frozen, no account.

(M) Material now appearing on this page previously appeared on Original Page 20.

ISSUED: February 3, 2003 Director - Tariffs 6450 Sprint Parkway Overland Park, KS 66251

# 4. TERMS AND CONDITIONS (Continued)

# 1. <u>Definitions</u> (Continued)

#### Not Available (N/A)

Service or rate is not available.

### Person

A natural person, firm partnership, corporation, association, municipality, corporation, organization, government agency, real estate trust, or other legal entity.

### Point of Demarcation

The point, usually a Network Interface Device (NID), where Company network services or facilities terminate and the Company's responsibility for installing and maintaining such services or facilities ends.

#### **Premises**

The space occupied by a Customer or authorized user in a building or buildings consisting of all space in the same building occupied by a Customer and all space occupied by the same Customer in different buildings on continuous property.

#### Registered Equipment

The term "Registered Equipment" as used in this tariff denotes equipment which complies with and has been approved within the registration provisions of Part 68 of the Federal Communications Commission's Rules and Regulations.

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ISSUED: April 20, 2006 Director - Tariffs 6450 Sprint Parkway Overland Park, KS 66251 EFFECTIVE: April 20, 2006

# 4. TERMS AND CONDITIONS (Continued)

#### 1. <u>Definitions</u> (Continued)

### Service Area

The area in which the Company is authorized to provide service.

# Service Connection Charge

The nonrecurring charge a Customer is required to pay at the time of the establishment of telephone service or subsequent additions to that service.

# Service Order

The request for the Company's services executed by the Customer and the Company in the format devised by the Company. The acceptance by the Company and the Customer initiates the respective obligations of the parties as set forth therein and pursuant to this tariff.

# Serving Central Office

The term "Serving Central Office" denotes the LEC switching system office or serving wire center where Customer station loops are terminated for purposes of interconnection to each other and/or to trunks.

#### Serving Wire Center

A serving wire center denotes the wire center from which the Customer designated premises would normally obtain dial tone from the Company.

# Shared

A facility or equipment system or sub-system which can be used simultaneously by several Customers.

### **Tariff**

The rates, charges, rules and regulations adopted and filed by the Company with the Public Utilities Commission of Ohio.

# Termination

Permanent disconnection of telecommunications service.

(M) Material now appearing on this page previously appeared on Original Page 22.

ISSUED: February 3, 2003

Director - Tariffs 6450 Sprint Parkway Overland Park, KS 66251 EFFECTIVE: February 3, 2003

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# 4. TERMS AND CONDITIONS (Continued)

# 1. <u>Definitions</u> (Continued)

# Termination Charge

A charge applied under certain conditions when a contract for service is terminated by the Customer before the expiration of the minimum contract period.

# Toll Message

A message between stations in different exchange areas and furnished under the provisions of the applicable toll tariff.

#### Toll Rate

The initial period charge prescribed for toll message usually based upon a minimum initial period and distance between exchanges.

# **Touch Tone Calling**

Touch Tone Calling provides for the origination of calls by means of instruments equipped for tone-type address signaling and special central office facilities. The service is furnished subject to the availability of the central office facilities. All Local Exchange Service lines will be equipped for Touch Tone Calling except for dial-type lines served from a central office where the special features for Touch Tone Calling Service are not available. In order to produce outward dial capability on such non-Touch Tone dial-type lines, a Touch Tone to Dial Pulse Converter is required.

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# User or End User

Any person who uses telecommunications services provided by the Company under the jurisdiction of the Public Utilities Commission of Ohio.

#### Voice Grade Facility

A communications path between two points comprised of any form or configuration of physical plant capable of and typically used in the telecommunications industry for transmission within the frequency bandwidth of approximately 300 to 3000 Hertz.

ISSUED: February 19, 2006 Director - Tariffs 6450 Sprint Parkway Overland Park, KS 66251

# 4. TERMS AND CONDITIONS (Continued)

# 2. Application for Service

Applicants desiring to obtain service must complete the Company's standard service order form(s). The Company will accept an oral or written application from a Customer for additions to or changes in the existing service of such Customer. The Customer will also be requested to execute any other documents as may be reasonably requested by the Company. An applicant for service agrees to pay all charges against such service made in accordance with the provisions of the tariff.

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An application is merely a request for service and does not in itself bind the Company to provide service.

An Applicant for service must pay all previous indebtedness to the Company for local telephone services before local service will be furnished.

# 1. Initiation of Service

Service may be initiated based on a written or oral agreement between the Company and the Customer. In either case, prior to the agreement, the Customer shall be informed of all rates and charges for the services the Customer desires and any other rates or charges which will appear on the Customer's first bill.

#### 2. Initial Service Periods

Except as otherwise provided, the initial (or minimum) period for all services and facilities is one month at the same location.

The length of contract period for directory *listings where* the listing actually appears in the directory, is the directory period. The directory period is from the day on which the directory is first distributed to the Customers to the day the succeeding directory is first distributed to Customers.

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The Company may require a contract period longer than one month at the same location in connection with Business Service and special (non-standard) types of arrangements of equipment, or for unusual construction, necessary to meet special demands and involving extra costs.

ISSUED: February 3, 2003 Director - Tariffs 6450 Sprint Parkway Overland Park, KS 66251

## 4. TERMS AND CONDITIONS (Continued)

2. Application for Service (Continued)

## 3. Business Service Defined

Business rates apply whenever the use of the service is primarily or substantially of a business, professional institution or otherwise occupational nature, or where the listing required is such as to indicate business use. Business rates apply for:

- Offices, stores, factories, boarding houses, offices of hotels and apartment houses, colleges, public private or parochial schools, hospitals, nursing homes, libraries, institutions, churches and all other places of strictly business nature.
- 2. Any location where a business designation is provided or when any title indicating a trade, occupation or profession is listed.
- 3. Service terminating solely on the answering service facilities of a telephone answering firm will carry business rates.



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# 4. TERMS AND CONDITIONS (Continued)

#### 3. Contracts

- 1. Contracts for telecommunications service will not be required as a special condition precedent to service except:
  - 1. As may be required by regulations as set forth in the regular schedule of rates and regulations approved or accepted by the Public Utilities Commission of Ohio.
  - 2. In the case of temporary service or service to speculative projects or risk services, in which case a contract may be required for the period of time such service is required.
  - 3. Rates for special pricing arrangements will be developed on a case-by-case basis in response to a bona fide request from a customer or prospective customer to develop a competitive bid for service(s) offered under this Tariff. Rates quoted in response to competitive requests may be different than those specified for such in this Tariff. Special pricing will be offered to the Customer in writing on a non-discriminatory basis and will be filed with the PUCO.
- 2. Each contract will contain substantially the following provisions:

The contract shall at all times be subject to such changes or modifications by the Public Utilities Commission of Ohio as said Commission may from time to time direct in the exercise of its jurisdiction.

## 4. Individual Case Basis (ICB)

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Rates for ICB arrangements will be developed on a case-by-case basis in response to a bona fide request from a customer or prospective customer for services not offered under this tariff. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis and will be filed with the PUCO.

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(M) Material now appearing on this page previously appeared on First Revised Page 61.

ISSUED: April 16, 2004 Director - Tariffs 6450 Sprint Parkway Overland Park, KS 66251

EFFECTIVE: May 19, 2004

#### 4. TERMS AND CONDITIONS (Continued)

#### 4. Credit

The Company, in order to assure that payment of its charges for service or for loss of or damage to Company property, will require applicants and Customers to establish and maintain credit.

The establishment or re-establishment of credit as provided in this section shall not relieve the applicant or Customer from compliance with other provisions of this tariff as to the payment of bills and shall in no way modify the provisions regarding disconnection and termination of service for failure to pay bills due for service furnished.

If the Company finds that the applicant for service has failed to pay for past due telephone service of the same class provided by any telephone company, the Company may refuse to provide local service unless the applicant, at the option of the Company, pays the Company's past due bill for local service and/or furnishes a deposit.

In order to insure the payment of all charges due for its service or for loss of or damage to Company property, the Company may require any applicant or Customer to establish and maintain his/her credit in one of the following ways:

- 1. Demonstrating to the satisfaction of the Company that his/her credit is acceptable by providing information which is pertinent to the applicant's credit standing.
- 2. By providing a suitable guarantee in writing, in a form presubscribed by the Company.
- 3. By payment of a deposit.
- 4. By establishment of an arrangement to handle payments through a commercial credit card arrangement acceptable to the Company.

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ISSUED: August 4, 2003 Director - Tariffs 6450 Sprint Parkway Overland Park, KS 66251 EFFECTIVE: August 4, 2003

# 4. TERMS AND CONDITIONS (Continued)

## 4. Credit (Continued)

The Company shall judge as to whether or not the reference or guarantee in writing would be acceptable.

Telephone Customer credit information will be exchanged between telephone companies and other utilities. Customer credit information will be retained for three (3) years.

The Company, upon request of its Customers, will provide acceptable options in order to pursue any billing or credit disputes.

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### 1. Failure to Establish Credit

Service may be discontinued for failure to establish credit, not sooner than eight (8) days after mailing of written notice of intention to disconnect.

## 2. Service Connection Charge

Where service has been discontinued for failure to establish credit as authorized by applicable regulations, the Customer will be charged to reestablish service.

ISSUED: February 3, 2003 Director - Tariffs 6450 Sprint Parkway Overland Park, KS 66251

# 4. TERMS AND CONDITIONS (Continued)

# 4. Credit (Continued)

# 3. Business Applicants

For business applicants for Service, satisfactory credit shall be based upon the following standards:

- 1. The Company will extend credit to a business applicant without a deposit if the applicant has verifiable previous or existing business telephone service with any telephone company in the United States for at least twelve months, and the payment record is made available and the account history is satisfactory.
- 2. The payment record of an account will be deemed satisfactory if all of the following are met:
  - (A) The previous or existing service was not discontinued for non-payment, and was not abandoned, within the past twelve months; and
  - (B) The applicant has not been sent denial notices four times for previous or existing service within the past twelve months; and
  - (C) The applicant has paid for all previous and existing service without referral to a collection agency and without a declaration of uncollectibility; and
  - (D) The applicant provides accurate credit information as appropriate.

The Company may require a deposit from a business applicant as a condition of extending credit if the applicant does not meet any one of the above criteria.

ISSUED: 10-09-02

Director - Tariffs 6450 Sprint Parkway Overland Park, KS 66251 EFFECTIVE: 10-09-02

# 4. TERMS AND CONDITIONS (Continued)

## 5. Deposits and Advanced Payments

# 1. Deposits

The Company may, in order to safeguard its interest, require an applicant or a Customer to make a suitable deposit to be held by the Company as a guarantee of the payment of charges for service or for loss of or damage to Company property in accordance with Rule 4901:1-5 of the Ohio Administrative Code. The fact that a deposit has been made in no way relieves the applicant or Customer from complying with the Company's regulations and the prompt payment of bills on presentation.

The deposit will not exceed an amount equal to two (2) month's charges for tariffed services p

Upon discontinuance of service, the Company, within forty-five (45) days, shall refund the Customer's deposit plus accrued interest if applicable, or the balance, if any, in excess of the unpaid bills including any penalties assessed for service furnished by the Company.

Deposits held for 180 days or longer will accrue interest in accordance with Rule 4901:1-17-06 of the Ohio Administrative Code. Deposits held for less than 180 days will not accrue interest.

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# 2. Advance Payments

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished, where special construction is involved. The advance payment may include an amount equal to the estimated nonrecurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill. Advance payments do not accrue interest. An advance payment may be required in addition to a deposit.

ISSUED: April 20, 2006 Director - Tariffs 6450 Sprint Parkway Overland Park, KS 66251

EFFECTIVE: April 20, 2006

# 4. TERMS AND CONDITIONS (Continued)

- 5. Deposits and Advanced Payments
  - 3. Failure to Establish Credit or Pay Deposit

The Company may refuse service if satisfactory credit is not established and may deny or disconnect service if a deposit is not paid.

# 6. Notices

Notice shall be deemed properly given if delivered in person or when deposited with the U.S. Postal Service.

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ISSUED: February 3, 2003 Director - Tariffs 6450 Sprint Parkway Overland Park, KS 66251

# 4. TERMS AND CONDITIONS (Continued)

# 6. Notices (Continued)

#### 1. Discontinuance of Service Notice

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# 1. Notice by Customers

Customers are responsible for notifying the Company of their desire to discontinue service thirty days before the date of disconnection. Such notice may be either verbal or written. The Company shall hold the Customer responsible for payment of all charges, including fixed fees, surcharges, etc. which accrue up to the cancellation date. Customers that cancel the primary local exchange line will have the entire account disconnected, including any secondary line and all associated features and services.

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# 2. Notice by the Company

Discontinuance of Service by the Company shall only occur as provided under this tariff or pursuant to Commission rules.

#### 7. Payment

The Customer is responsible for payment of all charges for facilities and services furnished, including charges for services originated, or charges accepted, at such facilities. This Customer responsibility also includes charges associated with the fraudulent use of facilities and services by the Customer or any end users of the Customer.

At such time as the Company or its Agent completes installation or connection of the necessary facilities and/or equipment to provide service the Company shall conduct appropriate tests thereon. Company shall notify the Customer of the activation date and this date shall be the starting date for billing.

ISSUED: February 3, 2003 Director - Tariffs 6450 Sprint Parkway Overland Park, KS 66251

# 4. TERMS AND CONDITIONS (Continued)

# 7. Payment (Continued)

Customer shall pay the amount(s) as specified in the tariff for the Services. Nonrecurring charges, including construction, are due in advance. Fixed recurring charges shall be billed in advance after the Service date is determined and will be due no later than twenty days after the date of the invoice. Variable recurring charges and other charges shall be billed as incurred, and will be due no later than the bill due date. Any amount not received within this period will be subject to the Company's late payment charge. The Customer agrees to review each invoice promptly and to notify the Company of any discrepancies within thirty days of receipt of each invoice. In the event that the Company's computerized usage recording system fails or is otherwise unavailable for all or part of any billing period, the Company shall be entitled to make a reasonable estimate of the Customer's usage of Services in the period in question for billing purposes.

Any prorated bill shall use a 30-day month to calculate the pro-rata amount. Prorating shall apply only to recurring charges. All nonrecurring and usage charges incurred during the billing period shall be billed in addition to prorated amounts.

1. Reserved For Future Use

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2. Reserved For Future Use

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# 4. TERMS AND CONDITIONS (Continued)

# 7. Payment (Continued)

# 3. Late Payment Charge

A late payment charge of one and one-half (1.5%) percent per month will be applied to the current month's outstanding balance of all regulated services.

- a. Payments will not be considered delinquent if the account is paid in full within twenty (20) days from the date of the bill. The billing date and due date will be printed on the bill.
- b. The late payment charge will not be applied to any amount billed as taxes by federal, state or local governments.
- c. The late payment charge will not be applied to any previous late payment charges.
- d. The late payment charge will not apply to any Interexchange Carrier billing to which a late payment fee has already been rendered by an Interexchange Carrier.
- e. The late payment charge will not apply to amounts that are in dispute.

ISSUED: 10-09-02

Director - Tariffs 6450 Sprint Parkway Overland Park, KS 66251

EFFECTIVE: 10-09-02

# 4. TERMS AND CONDITIONS (Continued)

- 7. Payment (Continued)
  - 4. Non-Sufficient Funds Checks

When a customer's check is not honored by the financial institution and the check is returned to the Company due to "Insufficient Funds" in the customer's account, or for similar reasons, a charge of \$25.00 shall apply, unless the customer can establish that the charge should not be assessed.

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Receipt of a Non-Sufficient Funds Check or any negotiable payment instrument, by the Company, in response to a notice of discontinuance, shall not constitute payment of the Customer's account and the Company will not be required to issue additional notice prior to discontinuance. However, three (3) banking days must be allowed for redemption of such instrument.

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ISSUED: February 3, 2003

Director - Tariffs 6450 Sprint Parkway Overland Park, KS 66251

# 4. TERMS AND CONDITIONS (Continued)

- 7. Payment (Continued)
  - 5. Deferred Payment Agreement

Business Customers who are indebted to the Company for past due utility service shall have the opportunity to make arrangements with the Company to retire the delinquent amount by Deferred Payment Agreement. All applicants for Business service and Business Customers who have failed to make payment under such a plan during the past twelve (12) months, who are indebted to the Company for past due utility service, may have the opportunity, at the discretion of the Company, to make arrangements with the utility to retire the debt by Deferred Payment Agreement.

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- 1. The terms and conditions of a Deferred Payment Agreement shall be determined by the Company after consideration of the following:
  - a. Size of the past due account;
  - b. Business Customer's or applicant's ability to pay;

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c. Business Customer's or applicant's payment history;

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- d. Reasons for delinquency; and
- e. Any other relevant factors relating to the circumstances of the *Business* Customer's or applicant's service.

ISSUED: February 3, 2003

Director - Tariffs 6450 Sprint Parkway Overland Park, KS 66251

# 4. TERMS AND CONDITIONS (Continued)

## 7. Payment (Continued)

## 6. Cancellation of Application for Service

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

Where the Company incurs any 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. In such cases the charge will be based on such elements as the cost of the equipment, facilities, and material, the supervision, general and administrative expense, other provision for return on investment, and any other costs associated with the special construction or arrangements.

ISSUED: 10-09-02

Director - Tariffs 6450 Sprint Parkway Overland Park, KS 66251

EFFECTIVE: 10-09-02

## 4. TERMS AND CONDITIONS (Continued)

7. Payment (Continued)

## 7. Taxes, Fees and Surcharges

The customer is responsible for the payment of all state, local and E911 taxes, surcharges, utility fees, or other similar fees for which the end user is directly responsible and that may be levied by a governing body or bodies in conjunction with or as a result of a service furnished under a tariff on file with the Public Utilities Commission of Ohio. These charges may appear as separate line items on the customer's bill, as opposed to being included in the rates contained in a tariff. Any such line item charges will be reflected in the company's tariff. The company shall not assess separately any taxes, fees or surcharges, other than government-approved sales taxes imposed directly on the end users, without seeking Commission approval under the appropriate local competition procedures required by the Commission. The company shall comply with Commission procedures by sending notice to all customers informing them of the new line item charges.

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ISSUED: February 3, 2003

Director - Tariffs 6450 Sprint Parkway Overland Park, KS 66251

# 4. TERMS AND CONDITIONS (Continued)

#### 8. Disputed Bills

In case of a billing dispute between the Customer and the Company as to the correct amount of a bill, which cannot be adjusted with mutual satisfaction, the Customer can make the following arrangement:

- 1. First, the Customer may make a request, and the Company will comply with the request, for an investigation and review of the disputed amount.
- 2. The undisputed portion of the bill must be paid by the Due By Date shown on the bill or the service will be subject to disconnection if the Company has notified the Customer by written notice of such delinquency and impending termination.
- 3. If there is still disagreement after the investigation and review by a manager of the Company, the Customer may appeal to the Commission for its investigation and decision. To avoid disconnection of service, the Customer must submit the claim with the Commission within seven (7) calendar days after the date the Company notifies the Customer that the investigation and review are completed and that such claim must be made or service will be interrupted.
- 4. The Company will not disconnect the Customer's service for nonpayment as long as the Customer complies with paragraphs 2. and 3, preceding.
- 5. After the investigation and review are completed by the Company as noted in paragraph 1. preceding, if the Customer elects not to make a claim with the Commission, such amount becomes due and payable at once. In order to avoid disconnection of service, such amount must be paid within 7 calendar days after the date the Company notifies the Customer that the investigation and review are completed and that such payment must be made or service will be interrupted.
- 6. Local service may not be disconnected for non payment of toll or non-regulated charges.

ISSUED: 10-09-02

Director - Tariffs 6450 Sprint Parkway Overland Park, KS 66251

EFFECTIVE: 10-09-02

## 4. TERMS AND CONDITIONS (Continued)

- 9. Discontinuance and Restoration of Service
  - 1. <u>Disconnection of Service Other Than Toll Service For Non-Payment</u>
    - 1. For purposes of this section, all regulated telephone services provided by the Company, except toll service (if any), shall be defined as local service.
    - The Company may disconnect its Customer's local service for nonpayment of charges incurred for local service. Such disconnection must be conducted pursuant to all applicable minimum telephone service standards.
      - Disconnection notices, issued by the Company, pursuant to Rule 4901:1-5, O.A.C., will inform the Customer facing local service disconnection of the total amount that the Customer would need to pay in order to avoid disconnection of local service. It will also inform the Customer of the Company's legal obligation to provide "only local" service to customers whose local service charges are paid, even while their toll service is disconnected for nonpayment of outstanding toll debt.
    - 3. The Company is prohibited from disconnecting any customer's local service for nonpayment of charges incurred by the Customer for toll service.
    - 4. Partial payments by a Customer to the Company will be apportioned by the Company to the Company's regulated local service charges first before being applied by the Company to any toll charges and will be apportioned to regulated telephone service charges first before being applied to charges for non-regulated services.

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# 4. TERMS AND CONDITIONS (Continued)

## 9. Discontinuance and Restoration of Service (Continued)

## 2. <u>Disconnection of Toll Services</u>

- 1. In addition to enforcing, on its own behalf, the Company's own billing, credit/deposit, and disconnection policies with respect to all regulated telephone services provided by the Company itself, the Company is not precluded from entering into formal contracts with other toll service providers which would authorize the Company as a formal contractual agent of such other toll service providers for purposes of enforcing the billing, credit/deposit, and disconnection policies of such other toll service providers.
- 2. Unless and until it has entered into a formal contract specifically authorizing it to do so, the Company is not permitted to enforce the billing, credit/deposit, and disconnection policies of any toll service provider other than the Company.
- 3. The Public Utilities Commission of Ohio established rules under which the procedural and substantive safeguards which are afforded to applicants for local exchange service and to subscribers of local exchange service under Chapter 4901:1-5, O.A.C., as pertains to billing, establishing credit/deposits, and to disconnection, shall also inure to applicants for toll service, and to subscribers for toll service, regardless of whether such service is provided by a local exchange company or another toll service provider. All practices of the Company pertaining to either the provision of its own toll service, if any, or as a duly-authorized agent for another toll service provider, shall conform with this policy.

ISSUED: 10-09-02

Director - Tariffs 6450 Sprint Parkway Overland Park, KS 66251 EFFECTIVE: 10-09-02

# 4. TERMS AND CONDITIONS (Continued)

- 9. <u>Discontinuance and Restoration of Service</u> (Continued)
  - 2. <u>Disconnection of Toll Services</u> (Continued)
    - 4. When the Company disconnects toll service for nonpayment of toll debt, whether owed to the Company or to some other provider of toll service, the method of toll disconnection which the Company utilizes:
      - 1. must not function as a vehicle by which the (non-paying) toll subscriber is denied access, through presubscription, to any other toll service provider besides the one whose provision of toll service has precipitated the toll disconnection;
      - 2. must be available from the Company, by tariff, on a nondiscriminatory basis to all toll service providers, and
      - 3. may consist of either a dePICing mechanism or else a selective toll blocking service.
    - 5. Neither purchase of the toll service provider's accounts receivable by the Company nor a requirement that the Company shall be the billing and collection agent for the toll service provider, shall be established as a necessary precondition imposed by the Company in connection with its tariffed disconnection services offered on a nondiscriminatory basis to all toll service providers.
  - 3. Toll disconnection service offerings are available on a nondiscriminatory basis to all toll service providers.

The Company provides the following toll disconnection services, which are available on a nondiscriminatory basis (including rates) to all toll service providers.

All forms of toll disconnection that the Company itself utilizes in connection with its own provision of toll service, if any, refer to the section of this tariff entitled Disconnection of Service For Cause.

ISSUED: 10-09-02

Director - Tariffs 6450 Sprint Parkway Overland Park, KS 66251

EFFECTIVE: 10-09-02

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#### LOCAL EXCHANGE SERVICES

## 4. TERMS AND CONDITIONS (Continued)

- 9. Discontinuance and Restoration of Service (Continued)
  - 4. Discontinuance of Service for Cause
    - 1. Pursuant to the Commission's Minimum Telephone Service Standards, upon nonpayment of any amounts owing to the Company, the Company may, by giving requisite prior written notice to the Customer, discontinue or suspend service without incurring any liability.
    - 2. Upon violation of any of the other material terms or conditions for furnishing service the Company *may discontinue* or suspend service *immediately* without incurring any *liability*.
    - 3. Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
    - 4. Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge on involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.
    - Upon any governmental prohibition or governmental required alteration of the services
      to be provided or any violation of an applicable law or regulation, the Company may
      discontinue service without incurring any liability.
    - In the event of fraudulent use of the Company's network, the Company may suspend or discontinue service. The Customer will be liable for all related costs. The Customer will also be responsible for payment of any reconnection charges.

ISSUED: February 3, 2003 Director - Tariffs 6450 Sprint Parkway Overland Park, KS 66251

## 4. TERMS AND CONDITIONS (Continued)

- 9 Discontinuance and Restoration of Service (Continued)
  - 4. Discontinuance of Service for Cause (Continued)
    - 7. Upon the Company's discontinuance of service to the Customer under this and other sections of this tariff, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, 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 (discounted to present value at six percent).
    - 8. The Customer is responsible for providing adequate access lines to enable the Company to terminate all 800 Service calls to the Customer's telephone equipment. Should the Customer have insufficient access lines on which to terminate 800 Service calls, the Company reserves the right to request the Customer to add additional lines for call terminations. If, after ninety (90) days, the Customer has not made the requested change, the Company, without incurring any liability, reserves the right to terminate the Customer's 800 Service, with thirty (30) days written notice.

#### 5. Fraud

The Company shall have the right to refuse or discontinue service without advance notice if the acts of the Customer are such as to indicate intention to defraud the Company. This includes fraudulently placing and receiving calls and/or providing false credit information. The Customer will be liable for all related costs and will be responsible for payment of any reconnection charges.

10. Reserved For Future Use

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## 4. TERMS AND CONDITIONS (Continued)

## 11. Service Connections and Facilities on Customer's Premises

## 1. Service Connection Charges

Service Connection Charges are nonrecurring charges for establishing or modifying telephone services. Service Connection Charges are incurred pursuant to Customer requests only.

Unless specifically exempted in this or other Sections of this tariff, Service Connection Charges apply to all Customer-initiated requests, and are in addition to all other scheduled rates and charges.

Standard Service Connection Charges reflect service provided during regularly scheduled work hours, at current installation intervals and without work interruptions by the Customer. For Customer requests for expedited services that require installations on a date that is less than the normal offered interval and/or during non regularly scheduled work hours or days, increased rates for applicable Service Connection Charges shall apply along with any additional costs that may be involved.

Service Connection Charges for the initial establishment of telephone service are payable with the first bill rendered for service.

Service Connection Charges do not apply for the reestablishment of service for the same Customer at a location which has been destroyed or made untenantable by fire, wind, or water. Service Connection Charges do apply for establishment of service at a new location for a temporary period, for establishment of service at a new and permanent location, or for reestablishment of service at the same location for other than the previous Customer.

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ISSUED: April 2, 2004 Director - Tariffs 6450 Sprint Parkway Overland Park, KS 66251

EFFECTIVE: April 2, 2004

## 4. TERMS AND CONDITIONS (Continued)

## 11. Service Connections and Facilities on Customer's Premises (Continued)

### 2. Service Connection

A Customer or authorized user may transmit or receive information and signals via the services of the Company.

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All services along the facilities between the point identified as the Company's origination point and the point identified as the Company's termination point will be furnished by the Company, its agents, vendors or contractors.

The Company may undertake to 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.

The Company undertakes to use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer or authorized user may not, nor may he permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise tamper with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.

Equipment the Company provides or installs at the Customer's 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 the equipment.

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 or authorized user when the service difficulty or trouble report results from the use of equipment or facilities the Customer or authorized user provided.

ISSUED: April 20, 2006 Director - Tariffs 6450 Sprint Parkway Overland Park, KS 66251

EFFECTIVE: April 20, 2006

## 4. TERMS AND CONDITIONS (Continued)

11 Service Connections and Facilities on Customer's Premises (Continued)

# 3. Customer Premise Equipment

The Company shall not be responsible for the installation, operation, or maintenance of 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.

The Customer or authorized user is responsible for ensuring that Customer provided equipment connected to Company equipment and facilities is compatible with such Company equipment and facilities. The magnitude and character of the voltages and currents impressed on Company provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company provided equipment and wiring or injury to the Company's employees or to other persons. Customer will submit to Company a complete manufacturer's specification sheet for each item of equipment that is not provided by the Company and which shall be attached to the Company's facilities. The Company shall approve the use of such item(s) of equipment unless such item is technically incompatible with Company's facilities. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

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#### LOCAL EXCHANGE SERVICES

#### 4. TERMS AND CONDITIONS (Continued)

#### 11. Service Connections and Facilities on Customer's Premises (Continued)

## 3. Customer Premise Equipment (Continued)

Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Service and the channels, facilities, or equipment of others shall be provided at the Customer's expense. The Company may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carrier which are applicable to such connections.

# 4. Shortage of Equipment of Facilities

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

The furnishing of all other 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.

## 5. Non-Routine Maintenance

At the *Business* Customer's request, maintenance may be performed outside the Company's regular business hours 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 maintenance is started during regular business hours but, at the *Business* 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.

ISSUED: February 3, 2003 Director - Tariffs 6450 Sprint Parkway Overland Park, KS 66251

# 4. TERMS AND CONDITIONS (Continued)

## 11. Service Connections and Facilities on Customer's Premises (Continued)

## 6. Prohibited Uses

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

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The Company may, without obtaining any further consent from the Customer, assign any rights, privileges, or obligations under this tariff. The Customer shall not, without prior written consent of the Company, which consent shall not be unreasonably withheld, assign, transfer, or in any other manner dispose of, any of its rights, privileges, or obligations under this tariff, and any attempt to make such an assignment, transfer, disposition without consent shall be null and void.

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

A Customer may not use the services so as to interfere with or impair service over any facilities and associated equipment, or so as to impair the privacy of any communications over such facilities and associated equipment.

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#### LOCAL EXCHANGE SERVICES

## 4. TERMS AND CONDITIONS (Continued)

#### 11. Service Connections and Facilities on Customer's Premises (Continued)

## 6. Prohibited Uses (Continued)

A Customer 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.

## 7. Special Construction

Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer.

Special construction is 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 undertake 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.

ISSUED: February 3, 2003

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# 4. TERMS AND CONDITIONS (Continued)

11. Service Connections and Facilities on Customer's Premises (Continued)

# 8. Station Equipment

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

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#### LOCAL EXCHANGE SERVICES

## 4. TERMS AND CONDITIONS (Continued)

## 12. Obligations of the Customer

## 1. Customer Responsibilities

The Customer shall be responsible for:

- 1. The payment of all applicable charges as set forth in this tariff;
- 2. Damage or loss of the Company's or underlying carrier's facilities or equipment caused by the acts or omissions of the Customer, authorized user or the non-compliance by the Customer or authorized user with these regulations, or by fire or theft or other casualty on the premises of the Customer or authorized user unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- 3. Providing as specified from time to time by the Company any needed personnel, equipment, space and power to operate Company or underlying facilities and equipment installed on the premises of the Customer or authorized user and the level of heating and air conditioning necessary to maintain the proper environment on such premises;
- 4. Obtaining, maintaining, and otherwise having full responsibility for all rights of way and conduit necessary for installation of facilities and associated equipment used to provide Service to the Customer or authorized user from the point of entry to the termination point of the Customer's premises. Any and all costs associated with the obtaining and maintaining of the rights of way described herein, including the costs of altering the structure to permit installation of the Company or underlying carrier provided facilities, shall be borne entirely by, or may be charged by the Company to the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;

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## 4. TERMS AND CONDITIONS (Continued)

- 12. Obligations of the Customer (Continued)
  - 1. <u>Customer Responsibilities</u> (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 harm to the Company's employees or property might result from installation or maintenance by the Company;
    - 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, and obtaining permission for Company agents or employees to enter the premises of the Customer or authorized user at any reasonable hour for the purpose of installing, inspecting, repairing, or, upon termination of service as stated herein, removing the facilities or equipment of the Company;
    - 7. Making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes;
    - 8. Keeping the Company's equipment and facilities located on the Customer's premises or rights-of-way obtained by the Customer free and clear of any liens or encumbrances relating to the Customer's use of the Company's services or from the locations of such equipment and facilities.

ISSUED:

February 3, 2003

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EFFECTIVE: February 3, 2003

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## 4. TERMS AND CONDITIONS (Continued)

#### 13. Limitation of Company's Liability

## 1. General Liability

- 1. Because the customer has exclusive control of its communications over the services furnished by the Company, and because interruptions and errors incident to these services are unavoidable, the services, functions, and products the Company furnishes are subject to the terms, conditions, and limitations specified in this tariff and to such particular terms, conditions, and limitations as set forth in the special rules and regulations applicable to the particular services, functions, and products furnished under this tariff. These limitations shall not limit any right the Company may have to be indemnified, defended, or held harmless against any amounts payable to a third person, including any losses, costs, fines, penalties, criminal or civil judgments or settlements, expenses (including attorney's fees), and consequential damages of such third persons.
- 2. The liability of the Company for damages arising directly or indirectly out of the furnishing of these services, functions, or products, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services, functions, or products or arising out of the failure to furnish the service, function, or product, whether caused by acts of commission or omission, shall be limited to the extension of allowances, if any, for interruption. The credit will be equal to a prorated portion of the monthly recurring charge for all services interrupted. The extension of such allowances for interruption shall be the sole remedy of the Customer or authorized user and the sole liability of the Company. The Company will not be liable for any direct, indirect, special, consequential, exemplary or punitive damages a customer may suffer, including lost business, revenues, profits, or other economic loss, whether or not caused by the intentional acts or omissions or negligence of the Company's employees or agents, whether or not foreseeable, and regardless of notification by any party of the possibility of such damages.

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#### LOCAL EXCHANGE SERVICES

## 4. TERMS AND CONDITIONS (Continued)

- 13. Limitation of Company's Liability (Continued)
  - 1. General Liability (Continued)
    - 3. The Company shall not be liable for any failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood 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 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.
    - 4. Due to the interdependence among telecommunications providers and the interrelationship with non-Telephone Company processes, equipment and systems, the Company is not responsible for failures caused by circumstances beyond its control including, but not limited to, failures caused by: (1) the customer; (2) other telecommunications providers; or (3) customer premises equipment. In addition, the Company does not ensure compatibility between Company and non-Telephone Company services used by the customer.
    - 5. The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by 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 so provided. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this Tariff section as a condition precedent to such installations.

ISSUED: February 3, 2003 Director - Tariffs 6450 Sprint Parkway Overland Park, KS 66251

# 4. TERMS AND CONDITIONS (Continued)

- 13. Limitation of Company's Liability (Continued)
  - 1. General Liability (Continued)
    - 6. The Company is not liable for any defacement of or damage to the premises of a customer, end-user, or authorized user, resulting from the furnishing of services or equipment on such premises or the installation or removal thereof.
    - 7. The Company shall not be liable for any damages resulting from delays in meeting any service dates.
    - 8. The Company shall not be liable for any damages whatsoever to persons or property resulting from the installation, maintenance, repair or removal of equipment and associated wiring.
    - 9. The Company makes no warranties or representations, express or implied either in fact or by operation of law, statutory or otherwise, including warranties of merchantability and fitness for a particular use, except those expressly set forth herein.
    - 10. Failure by the Company to assert its rights pursuant to one provision of this Tariff does not preclude the Company from asserting its rights under other provisions of this Tariff.
    - 11. 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.

ISSUED: February 3, 2003

Director - Tariffs 6450 Sprint Parkway Overland Park, KS 66251

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#### LOCAL EXCHANGE SERVICES

- 4. TERMS AND CONDITIONS (Continued)
  - 13. Limitation of Company's Liability (Continued)
    - 1. General Liability (Continued)
      - 12. The Customer shall defend, indemnify and save harmless the Company from and against any suits, claims, losses or damages, including punitive damages, attorney fees and court costs by third persons arising out of the construction, installation, operation, maintenance, or removal of the Customer's circuits, facilities, or equipment connected to the Company's services provided under this tariff, including, without limitation, Workmen's Compensation claims, actions for unauthorized use of program material, libel and slander actions based on the content of communications transmitted over the Customer's circuits, facilities or equipment, and proceedings to recover taxes, fines, or penalties for failure of the Customer to obtain or maintain in effect any necessary certificates, permits, licenses, or other authority to acquire or operate the services provided under this tariff; provided, however, the foregoing indemnification shall not apply to suits, claims, and demands to recover damages for damage to property, death, or personal injury unless such suits, claims or demands are based on the tortious conduct of the customer, its officers, agents or employees.
      - 13. The Customer shall defend, indemnify and save harmless the Company from and against any suits, claims, losses or damages, including punitive damages, attorney fees and court costs by the Customer or third parties arising out of any act or omission of the Customer in the course of using services provided under this tariff.
      - 14. Approval of limitation of liability language by the PUCO does not constitute a determination by the Commission that the limitation of liability imposed by the company should be upheld in a court of law. Approval by the Commission merely recognizes that since it is a court's responsibility to adjudicate negligence and consequent damage claims, it is also the court's responsibility to determine the validity of the exculpatory clause.

(M) Material appearing on this page previously appeared on Original Page 56.

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## 4. TERMS AND CONDITIONS (Continued)

13. Limitation of Company's Liability (Continued)

## 2. N11 Liability

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- 1. N11 Services (i.e. 911, 711, etc.), except for 411, are offered solely as an aid in handling assistance calls in connection with fire, police and other emergency and non-emergency calls. The company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the customer or by any other party or person for personal injury or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by:
  - A. mistakes or omissions, interruptions, delays, errors or other defects in the provision of service; or
  - B. installation, operation, failure to operate, eminence, removal, presence, condition, local or use of any equipment and facilities furnishing this service; or
  - C. any person who dials or attempts to dial the digits "9-1-1" or to any person who may be affected by the dialing of the digits "9-1-1".
- 2. The Company is not responsible for any infringement, or invasion of the right of privacy of any person or persons, caused or claimed to have been caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 service and non-emergency N11 service features and equipment associated therewith, or by any services furnished by the Company, including but not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 service, and which arise out of negligence or other wrongful act of the Company, the Customer, its users, agencies or municipalities, to the employees or agents of any one of them.

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# 4. TERMS AND CONDITIONS (Continued)

13. Limitation of Company's Liability (Continued)

## 2. N11 Liability (Continued)

- 3. When a customer with a nonpublished telephone number, as defined herein, places a call to the emergency 911 service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local government authority responsible for emergency 911 service upon request of such governmental authority. By subscribing to service under this tariff, the Customer acknowledges and agrees with the release of information as described above.
- 4. The Company's entire liability to any person for interruption or failure of 911 Service shall be limited to the terms set forth in this section and other sections of this tariff. The Company shall not be liable to any person or entity for any damages whatsoever resulting from or in connection with the provision of access to 911 Service during the temporary denial of a subscriber service for non-payment.

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ISSUED: April 20, 2006 Director - Tariffs 6450 Sprint Parkway Overland Park, KS 66251 EFFECTIVE: April 20, 2006

# 4. TERMS AND CONDITIONS (Continued)

## 13. Limitation of Company's Liability (Continued)

## 3. Credit Allowance - Services Other than Directory

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

1. The Telephone Company incorporates by reference, and will adhere to, the guidelines for subscriber billing adjustments for local exchange service, as found in rule 4901:1-5 of the Ohio Administrative Code.

## 4. Credit Allowance - Directory

The Company shall allow, for errors or omissions in alphabetical telephone directories (excluding the use of bold face type), an amount within the following limits:

- 1. For listings in alphabetical telephone directories furnished without additional charge, an amount not in excess of the minimum monthly charge to the Customer for exchange service during the effective life of the directory in which the error or omission occurred or three months, whichever is less.
- 2. For listings and lines of information in alphabetical telephone directories furnished at additional charges, an amount not in excess of the charge for that listing during the effective life of the directory in which the error or omission occurred or three months, whichever is less.
- 3. For listings in information records furnished without additional charge, an amount not in excess of the minimum monthly charge to the Customer for exchange service during the period the error or omission occurred or three months, whichever is less.
- 4. For listings in information records furnished at additional charge, an amount not in excess of the charge for the listing during the period the error or omission occurred or three months, whichever is less.

ISSUED: 10-09-02

Director - Tariffs 6450 Sprint Parkway Overland Park, KS 66251

EFFECTIVE: 10-09-02

## 4. TERMS AND CONDITIONS (Continued)

13. Limitation of Company's Liability (Continued)

## 5. 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 the Customers who may be affected as reasonable notice thereof as circumstances will permit, and will prosecute the work with reasonable diligence, and if practicable at times that will cause the least inconvenience. When the Company is repairing or changing its facilities, it shall take appropriate precautions to avoid unnecessary interruptions of conversations or Customer's service.

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(M) Material previously appearing on this page now appears on Page 53.

ISSUED: February 3, 2003

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#### LOCAL EXCHANGE SERVICES

## 4. TERMS AND CONDITIONS (Continued)

### 14. Claims

The Customer and any authorized users, jointly and serially, shall indemnify and hold the Company harmless from claims, loss, damage, expense (including attorney's fees and court costs), or liability for patent infringement and proprietary or intellectual property rights of third parties arising from (1) combining with, or using in connection with facilities the Company furnished, facilities the Customer or authorized user, furnished or (2) use of facilities the Company furnished in a manner the Company did not contemplate and over which the Company exercises no control; and from all other claims, loss, damage, expense (including attorney's fees and court costs), or liability arising out of any commission or omission by the Customer or authorized user in connection with the service. In the event that any such infringing use is enjoined, the Customer or authorized user at its option and expense, shall obtain immediately a dismissal or stay of such injunction, obtain a license or other agreement so as to extinguish the claim of infringement, terminate the claimed infringing use, or modify such combination so as to avoid any such infringement. In addition and without limitation, the Customer or authorized user shall defend, on behalf of the Company and upon request by the Company, any suit brought for claims asserted against the Company for any such slander, libel, infringement, or other claims arising from the Customer's own communications..

The customer shall not assert any claim against any other customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other customer or user contributes in any way to the occurrence of the damages, unless such damages were caused solely by the negligence or intentional act or omission of the other customer or user and not by any act or omission of the Company. Nothing in this tariff is intended either to limit or to expand the Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

ISSUED: February 3, 2003

Director - Tariffs 6450 Sprint Parkway Overland Park, KS 66251

## 4. TERMS AND CONDITIONS (Continued)

# 15. Tests and Adjustment of Bills for Error

## 1. Testing and Adjusting

Upon suitable notice, the Company may make such tests, adjustments, and inspections as may be necessary to maintain the Company's or underlying carrier's facilities in satisfactory operating condition. No interruption allowance will be credited to the Customer for the period during which the Company makes such tests, adjustments, or inspections.

## 2. Inspections

Upon suitable 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 or authorized user is complying with the requirements set forth above for the installation, operation, and maintenance of Customer provided facilities, equipment, and wiring in the connection of Customer provided facilities and equipment to Company owned facilities and equipment.

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 (10) days of receiving this notice, the Customer must take such action. 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.

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# 4. TERMS AND CONDITIONS (Continued)

## 16. Services Provided by Other Carriers

The customer shall have responsibility with respect to billings, charges or disputes related to services used by the Customer which are not included in the services herein including, without limitation, any local, regional and long distance services not offered by the Company. The Customer shall be fully responsible for the payment of any bills for such services and for the resolution of any disputes or discrepancies with the service provider.

In cases of blatant fraud on the part of another service provider, the Company will exercise its local exchange carrier responsibilities as defined by applicable state or federal law, to protect the consumers.

ISSUED: 10-09-02

Director - Tariffs 6450 Sprint Parkway Overland Park, KS 66251 EFFECTIVE: 10-09-02

## 4. TERMS AND CONDITIONS (Continued)

## 17. Provision and Ownership of Directories

The Customer assumes full responsibility concerning the right to use any name as a directory listing and agrees to hold the Company free and harmless of and from any claims, loss, damage or liability which may result from the use of such listing. The Company does not undertake to determine the legal, contractual or other right to use of a name to be listed in a telephone directory of the Company.

The Company, in contract with the directory provider, distributes to its Customers without charge such directory information as in its opinion is generally necessary for the efficient use of the service. Any additional directories or information requested by a Customer will be furnished without additional charge where, in the opinion of the Company, such provision will lead to a more efficient use of the service by that particular Customer.

### 1. Provision

Directories are furnished annually to Customers as an aid to the use of telephone services. The Company shall have the right to make a charge for directories issued in replacement of directories lost, destroyed, defaced, or mutilated while in possession of Customer.

## 18. Provision and Ownership of Telephone Numbers

The Customer has no property right in the telephone number or any right to continuance of service through any particular office. The Company may change the telephone number or the central office designation, or both, of a Customer whenever it deems it desirable in the conduct of its business.

The numbers will not be changed as a penalty or to enforce payment for directory advertising charges. Changes may be made if required for engineering or technical reasons.

## 19. Assignment or Transfer

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

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ISSUED: February 3, 2003 Director - Tariffs 6450 Sprint Parkway Overland Park, KS 66251

## 4. TERMS AND CONDITIONS (Continued)

## 20. Provision and Ownership of Equipment and Facilities

- 1. Equipment and facilities furnished by the Company on the premises of a subscriber, authorized user, or Company agent, are the property of the Company and are provided upon the condition that such equipment and facilities, except as expressly provided in this Tariff, must be installed, relocated and maintained by the Company. The Company's employees and/or authorized agents may enter said premises at any reasonable hour to install, inspect or repair any part of the Company's equipment and facilities on the subscriber's premises, or upon termination or cancellation of the service, to remove such equipment and facilities. The Company may accomplish the aforementioned maintenance activities via remote monitoring of its network, the facilities and the Services, as necessary.
- Terminal equipment will be directly connected in accordance with Part 68 of the FCC Rules and Regulations which requires the installation of a standard plug and jack arrangement by the Company on all individual line exchange service.
- 3. No equipment, apparatus, circuit or device not furnished by the Company shall be attached to or connected with the facilities furnished by the Company, whether physically, by induction or otherwise, except as provided in other applicable sections of this Tariff. In case such unauthorized attachment or connection is made, the Company shall have the right to remove or disconnect the same, or to suspend the service during the continuance of said attachments or connection, or to terminate the service, all in accordance with regulations specified in this Tariff.
- 4. Subscribers may not disconnect or remove or permit others to disconnect or remove any apparatus installed by the Company, except as expressly provided in this Tariff or upon the written consent of the Company.
- 5. Equipment and facilities furnished by the Company shall upon termination of service, for any cause whatsoever, be returned to it in good condition, reasonable wear and tear thereof excepted.

## 4. TERMS AND CONDITIONS (Continued)

## 21. School and Library Discounts

Pursuant to FCC Docket No. 96-45, FCC 97-157 (Universal Service Order), schools and libraries may be eligible for reduced rates funded by the federal universal service fund.

# 1. General

The Universal Service Support Mechanism was established to ensure affordable telecommunications service to all Americans including low-income consumers and eligible schools and libraries. Public and private schools (grades Kindergarten - Twelve) and public libraries, may be eligible for discounts (Support) through the Schools and Libraries Universal Service Support Mechanism (E-Rate Program) in connection with the purchase of Sprint services and equipment (Service). In addition, these Customers may be eligible for state or local corollaries to the E-Rate Program.

#### 2. Application for Support

# 1. E-Rate Program

The Customer will abide by all E-Rate Program rules for receipt of Support. The Customer is responsible for applying to the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (or other authorized E-Rate Program administrator) for Support from the E-Rate program each year the Customer is eligible for the Support. The Customer will notify Sprint in writing within 30 days of its receipt of a Funding Commitment Decision Letter from the SLD along with a copy of the notice and other relevant documentation as requested by Sprint.

## 2. Other Funding Sources

The Customer is responsible for applying for Support from state and/or local administrators (Funding Sources). The Customer will notify Sprint in writing within 30 days of its receipt of a Support commitment from such Funding Sources and will include a copy of its application, Funding Source Support documentation, and other relevant documentation as requested by Sprint.

## 4. TERMS AND CONDITIONS (Continued)

# 21. School and Library Discounts (Continued)

## 3. Receipt of Support

# 1. E-Rate Program

The Customer will pay, in full, all invoices issued by Sprint prior to Sprint's receipt of notification from the Funding Source acknowledging the Customer's receipt of Service. Upon notification, Sprint will apply discounts to the Customer's invoices or reimburse the Customer according to the Funding Commitment Decision Letter. The Customer is responsible to apply for SLD reimbursement (instead of receiving discounted Sprint bills) for all eligible customer premise equipment rentals or other financed arrangements. Sprint reserves the right to require the Customer to seek SLD reimbursement (instead of receiving discounted Sprint bills) if the Customer has not received its Funding Commitment Decision Letter from the SLD by December 31 of the funding year. All discounts or reimbursements will be retroactive to the date authorized by the SLD funding year. Sprint will either apply a credit to the Customer's account or provide the Customer with a check corresponding to the appropriate amount of Support based on Service received.

## 2. Other Funding Sources

The Customer will pay, in full, all invoices issued by Sprint prior to Sprint's receipt of notification from the Funding Source acknowledging the Customer's receipt of Service. Upon notification, Sprint will apply discounts or reimburse the Customer for Service delivered corresponding to the Funding Source acknowledgement. These discounts or reimbursements will be retroactive to the date authorized by the Funding Source funding year. Sprint may reimburse the Customer with a credit to the Customer's account or with a check corresponding to the appropriate amount of Support based on Service received.

## 4. TERMS AND CONDITIONS (Continued)

## 21. School and Library Discounts (Continued)

## 4. Failure to Obtain Support

- 1. The Customer will reimburse Sprint if the FCC, SLD or Funding Sources fail to do so or if the FCC, SLD or Funding Sources reclaim any portion of Support sent to Sprint on Customer's behalf. Customer will not be responsible for Support withdrawn due to Sprint's material failure to provide Service.
- 2. Sprint is not responsible for the Customer's compliance with FCC, SLD or Funding Source rules and regulations, the Customer's applications for Support, or any decisions or actions by the FCC, SLD or Funding Sources with respect to the Customer.
- 3. For Service agreements of more than one year, the Customer may not terminate the Agreement based solely on its failure to receive Support.

### 5. 9-1-1 TELECOMMUNICATIONS SERVICE

The Company is obligated to supply the E-911 service provider in the Company's service area with accurate information necessary to update the E-911 database at the time the Company submits Customer orders to the local exchange telecommunications company whose services are being resold pursuant to this tariff.

At such time that the Company provides basic local service to a Customer by means of the Company's own cable pair, or over any other exclusively owned facility, the Company will make the necessary equipment or facility additions in the E-911 service provider's equipment in order to accurately and properly update the database for E-911.

The Company will provide facilities to route calls from the end users to the proper Public Safety Answering Point. The Company recognizes the authority of the E-911 Customer to establish service specifications and grant final approval or denial of service configurations offered by the Company.

The Company recognizes its responsibility to E-911 administrators, to collect and remit any applicable E-911 taxes or surcharges as required in the serving areas identified per this tariff. All required E-911 taxes or surcharges will be collected and remitted to the appropriate authority as required by the applicable governing body.

#### 6. Reserved For Future Use

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#### 7. **PROMOTIONAL OFFERINGS**

The Company may, from time to time, engage in special promotional service offerings designed to attract new Customers or to increase existing Customer's awareness of a particular tariff offering. These offerings may be limited to certain dates, times and/or locations. All promotional offerings will be submitted to the Commission for prior review.

(M) Material previously appearing on this page moved to Page 25.

ISSUED: April 16, 2004 Director - Tariffs 6450 Sprint Parkway Overland Park, KS 66251

EFFECTIVE: May 19, 2004

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ISSUED: December 1, 2005 Director - Tariffs 6450 Sprint Parkway Overland Park, KS 66251 EFFECTIVE: February 1, 2006

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7.	PROMOTIONAL OFFERINGS (Continued)	(T)
	Reserved for Future Use	(C)

ISSUED: December 1, 2005 Director - Tariffs 6450 Sprint Parkway Overland Park, KS 66251

EFFECTIVE: February 1, 2006

7.	PROMOTIONAL OFFERINGS (Continued)	(T)
	Reserved for Future Use	(C)

ISSUED:

December 1, 2005

Director - Tariffs 6450 Sprint Parkway Overland Park, KS 66251 EFFECTIVE: February 1, 2006

7.	PROMOTIONAL OFFERINGS (Continued)	(T)
	Reserved For Future Use	(C) (D)

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ISSUED: December 1, 2005 Director - Tariffs 6450 Sprint Parkway Overland Park, KS 66251

7.	PROMOTIONAL OFFERINGS (Continued)	(T)
	Reserved For Future Use	(C) (D)

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ISSUED: December 1, 2005 Director - Tariffs 6450 Sprint Parkway Overland Park, KS 66251

# 7. PROMOTIONAL OFFERINGS

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ISSUED: February 19, 2006

Director - Tariffs 6450 Sprint Parkway Overland Park, KS 66251

7.	PROMOTIONAL OFFERINGS (Cont'd)	
	Reserved For Future Use	(C)
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ISSUED: February 19, 2006 Director - Tariffs 6450 Sprint Parkway Overland Park, KS 66251

# 7. PROMOTIONAL OFFERINGS (Cont'd) Reserved For Future Use (C) (D)

ISSUED: February 19, 2006 Director - Tariffs 6450 Sprint Parkway Overland Park, KS 66251 EFFECTIVE: February 19, 2006

7.	PROMOTIONAL OFFERINGS (Cont'd)	
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ISSUED: February 19, 2006 Director - Tariffs 6450 Sprint Parkway Overland Park, KS 66251

7.	PROMOTIONAL OFFERINGS (Continued)	(T)
	Reserved For Future Use	(C) (D)

ISSUED: December 1, 2005 Director - Tariffs 6450 Sprint Parkway Overland Park, KS 66251 EFFECTIVE: February 1, 2006

Original Page 61.11

#### LOCAL EXCHANGE SERVICES

# 7. PROMOTIONAL OFFERINGS (Cont'd)

#### Free Month Promotion

(N)

Beginning April 2, 2004, business customers may be eligible to have charges waived for certain local exchange services for one, two, or three months when they subscribe to any Sprint Integrated Local Service. To be eligible, customers who are contacted by Sprint or who contact Sprint and request this promotion must subscribe to a Sprint Integrated Local Service under a one-year, two-year or three-year term agreement. Sprint will waive the monthly charges for those Sprint Integrated Local Services ordered under this promotion in the 12th, 24th and 36th months when customers subscribe to a one, two or three-year term agreement, respectively. Services and features for which charges will be waived include all local exchange services and features contained in Sprint Integrated Local Services as specified in Section 8.11.3 of this Tariff and all monthly charges for optional services and features ordered from other sections of this Tariff in conjunction with Sprint Integrated Local Services. Charges for long distance services presubscribed to in conjunction with the Sprint Integrated Local Service are not waived under this promotion. The waiver also does not include CPE, maintenance, nonrecurring and service connection charges, or usage charges of any kind (i.e. long distance usage charges, operator services, directory assistance, etc.). Customer will be responsible for all applicable taxes, surcharges and fees calculated based on the value of the MRC before the waiver is applied. Customers who discontinue the services subscribed to under this promotion prior to the end of their term agreement will be assessed all charges waived under this promotion. Subscription to this promotion is available through June 30, 2004, unless it is sooner changed or canceled by Sprint. This promotion is not available in conjunction with the Service Installation Waiver Promotion offered under this Tariff.

(N)

# 7. PROMOTIONAL OFFERINGS (Cont'd)

#### Term Discount Promotion

(N)

Beginning April 2, 2004, business customers may be eligible for a discount when they subscribe to Sprint Integrated Local Services. To be eligible, customers who are contacted by Sprint or who contact Sprint and request this promotion must subscribe to Sprint Integrated Local Services for a one-year, two-year, three-year commitment period.

Eligible customers who subscribe to Sprint Integrated Local Services during the promotion period, will receive one of the following discounts off the monthly recurring charges ("MRC") associated with the applicable Sprint Integrated Local Service. The discount will be applied for the duration of the customer's commitment period.

<u>Term</u>	<u>Discount</u>
One Year	5%
Two Years	10%
Three Years	15%

The discount levels apply only to the MRC for Sprint Integrated Local Services as described in this Tariff and to the MRC for all optional services and features ordered from other sections of this Tariff in conjunction with Sprint Integrated Local Services. Discounts do not apply to CPE, maintenance, or usage based charges of any kind (Long Distance, Directory Assistance and Operator Assistance). No discounts apply for charges billed pursuant to federal or state long distance tariffs, additional data services, non-regulated services, Sprint PCS services, taxes, late payment charges, charges collected on behalf of municipalities, (including but not limited to services for 911 service and dual party relay services), and charges for services provided by other companies.

Customers who discontinue their services prior to the end of their commitment period will be billed an amount equal to the difference between the charges before the promotion discounts were applied and the amount actually billed, in addition to termination liability charges. These charges will be applied on the Customer's final bill. This promotion may not be combined with any special pricing arrangements for Sprint Integrated Local Services. Subscription to this promotion is available through June 30, 2004, unless it is sooner changed or canceled by Sprint.

(N)

7.	PROMOTIONAL OFFERINGS (Cont'd)	
	Reserved For Future Use	(C)

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Director - Tariffs 6450 Sprint Parkway Overland Park, KS 66251

# 7. PROMOTIONAL OFFERINGS (Cont'd) **(C)**

Reserved For Future Use

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# 7. PROMOTIONAL OFFERINGS (Cont'd) Reserved For Future Use (C)

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ISSUED: February 19, 2006

Director - Tariffs 6450 Sprint Parkway Overland Park, KS 66251

7.	PROMOTIONAL OFFERINGS (Continued)	(T)
	Reserved For Future Use	(C) (D)

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ISSUED: December 1, 2005 Director - Tariffs 6450 Sprint Parkway Overland Park, KS 66251

# 7. PROMOTIONAL OFFERINGS (Cont'd)

#### Installation Waiver Promotion II

Beginning February 24, 2005, business customers may be eligible to receive a waiver of nonrecurring charges ("NRC") associated with service installation only. To be eligible, customers who are contacted by Sprint or who contact Sprint and request this promotion must subscribe to a Sprint Integrated Local Service under a one-year, two-year or three-year term agreement. Sprint will waive the NRC and service connection charges associated with the installation of all Sprint Integrated Local Services ordered under this promotion. This promotion does not apply to any of the following: Monthly recurring charges; other charges (including usage, operator services, directory assistance, etc.) for long distance services to which customer may subscribe in conjunction with the Sprint Integrated Local Service; or nonrecurring charges for Customer Premise Equipment purchased with any Integrated Local Service. Customers who discontinue the Integrated Local Service subscribed to under this promotion prior to the end of their term agreement will be assessed all charges waived. Subscription to this promotion is available through August 31, 2006, unless it is sooner changed or canceled by Sprint. This promotion is not available in conjunction with the Longevity Promotion II offered under this Tariff.

**(C)** 

# 7. PROMOTIONAL OFFERINGS (Cont'd)

# **Longevity Promotion II**

Beginning February 24, 2005, business customers may be eligible to have charges waived for certain local exchange services for one, two, or three months when they subscribe to any Sprint Integrated Local Service. To be eligible, customers who are contacted by Sprint or who contact Sprint and request this promotion must subscribe to a Sprint Integrated Local Service under a one-year, two-year or three-year term agreement. Sprint will waive the monthly charges for those Sprint Integrated Local Services ordered under this promotion in the 12th, 24th and 36th months when customers subscribe to a one, two or three-year term agreement, respectively. Services and features for which charges will be waived include all local exchange services and features contained in the Sprint Integrated Local Service as specified in this Tariff and all monthly charges for optional services and features ordered from other sections of this Tariff in conjunction with Integrated Local Services. Charges for long distance services subscribed to in conjunction with the Sprint Integrated Local Service are not waived under this promotion. The waiver also does not include CPE, maintenance, nonrecurring and service connection charges, or usage charges of any kind (i.e. long distance usage charges, operator services, directory assistance, etc.). Customer will be responsible for all applicable taxes, surcharges and fees calculated based on the value of the MRC before the waiver is applied. Customers who discontinue the services subscribed to under this promotion prior to the end of their term agreement will be assessed all charges waived under this promotion. Subscription to this promotion is available through August 31, 2006, unless it is sooner changed or canceled by Sprint. This promotion is not available in conjunction with the Installation Waiver Promotion II offered under this tariff.

(C)

# 7. PROMOTIONAL OFFERINGS (Cont'd)

#### Term Discount Promotion II

Beginning February 24, 2005, business customers may be eligible for a discount when they subscribe to Sprint Integrated Local Services. To be eligible, customers who are contacted by Sprint or who contact Sprint and request this promotion must subscribe to Sprint Integrated Local Services for a one-year, two-year, three-year commitment period.

Eligible customers who subscribe to Sprint Integrated Local Services during the promotion period, will receive one of the following discounts off the monthly recurring charges ("MRC") associated with the applicable Sprint Integrated Local Service. The discount will be applied for the duration of the customer's commitment period.

<u>Term</u>	<u>Discount</u>
One Year	5%
Two Years	10%
Three Years	15%

The discount levels apply only to the MRC for Sprint Integrated Local Services as described in this Tariff and to the MRC for all optional services and features ordered from other sections of this Tariff in conjunction with Sprint Integrated Local Services. Discounts do not apply to CPE, maintenance, or usage based charges of any kind (Long Distance, Directory Assistance and Operator Assistance). No discounts apply for charges billed pursuant to federal or state long distance tariffs, additional data services, non-regulated services, Sprint PCS services, taxes, late payment charges, charges collected on behalf of municipalities, (including but not limited to services for 911 service and dual party relay services), and charges for services provided by other companies.

Customers who discontinue their services prior to the end of their commitment period will be billed an amount equal to the difference between the charges before the promotion discounts were applied and the amount actually billed, in addition to termination liability charges. These charges will be applied on the Customer's final bill. This promotion may not be combined with any special pricing arrangements for Sprint Integrated Local Services. Subscription to this promotion is available through September 28, 2005.

(C)

# 7. PROMOTIONAL OFFERINGS (Cont'd)

# Service Repair Guarantee Promotion

Beginning March 28, 2005, new business customers may be eligible to receive a partial credit to their Monthly Recurring Charge (MRC). To be eligible, new business customers who contact Sprint and request this promotion must subscribe to Sprint Integrated Local Services under a one, two or three-year term agreement. The Service Repair Guarantee Promotion provides a credit to eligible business customers should the Company fail to repair service within the appointed timeframe when a service trouble report is received by the Company for Sprint Integrated Local Services customers subscribing to a one, two or three year commitment on or after March 28, 2005.

The Company will repair all service trouble tickets within four hours of receiving a service trouble report when an on site visit to the customer's premises is not required. The Company will repair all service trouble tickets within eight hours of receiving a service trouble report when an on site visit to the customer's premises is required. When an eligible customer believes Sprint has failed to repair the service within the designated commitment period and contacts Sprint in writing within fifteen days of the Company's receipt of the trouble report, and upon the Company's verification that the Company failed to repair service within the appointed timeframe, the Company will provide a credit on the customer's next monthly invoice. The credit will be equal to one and one half days of the MRC for all regulated services associated with the service trouble report. One credit will apply per customer request when the appointed timeframe is missed.

The Service Repair Guarantee credits will not apply to: 1) commitments missed during or following a natural disaster, labor difficulties, governmental orders, civil commotions, cable cuts or circumstances beyond the control of the Company; 2) temporarily or permanently discontinued service due to nonpayment of bills; or, 3) situations when access to a customer's premises was required and neither the customer nor a customer representative was available to provide access to the customer's premises.

The Service Repair Guarantee credit is above and beyond that required by the Ohio MTSS rules found in 4901:1-5-16 and 4901:1-5-20 in that the Service Repair Guarantee credit applies if the repair is not accomplished during the first 24 hours after the repair request is received by Sprint. After the first 24 hours, the MTSS rules will apply.

Subscription to this promotion is available through December 31, 2005, unless it is sooner changed or canceled by Sprint.

ISSUED: 03-28-05

Director - Tariffs 6450 Sprint Parkway Overland Park, KS 66251 EFFECTIVE: 03-28-05

# 7. PROMOTIONAL OFFERINGS (Cont'd)

#### Installation Waiver Promotion III

Beginning September 1, 2006, business customers may be eligible to receive a waiver of nonrecurring charges ("NRC") associated with service installation only. To be eligible, customers who are contacted by the Company or who contact the Company and request this promotion must subscribe to a Sprint Integrated Local Service under a one-year, two-year or three-year term agreement. The Company will waive the NRC and service connection charges associated with the installation of all Sprint Integrated Local Services ordered under this promotion. This promotion does not apply to any of the following: Monthly recurring charges; other charges (including usage, operator services, directory assistance, etc.) for long distance services to which customer may subscribe in conjunction with the Sprint Integrated Local Service; or nonrecurring charges for Customer Premise Equipment purchased with any Integrated Local Service. Customers who discontinue the Integrated Local Service subscribed to under this promotion prior to the end of their term agreement will be assessed all charges waived. Subscription to this promotion is available through June 30, 2007, unless it is sooner changed or canceled by the Company. This promotion is not available in conjunction with the Longevity Promotion III offered under this Tariff.