

**FILE**

146

**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 TCG Ohio )  
 )  
 to Detariff Certain Tier 2 Services and make other changes )  
 related to the Implementation of Case No. 06-1345-TP-ORD. )

TRF Docket No. 90-\_\_\_\_\_

Case No. **08 - 375-TP - ATA**

NOTE: Unless you have reserved a Case No. leave the Case No. fields BLANK.

Name of Registrant(s) AT&T Communications of Ohio, Inc.DBA(s) of Registrant(s) N/AAddress of Registrant(s) 225 W. Randolph St., Suite 2700, Chicago, IL 60606Company Web Address www.att.comRegulatory Contact Person(s) Candice GloverPhone (312) 727-0127Fax (281) 664-9892Regulatory Contact Person's Email Address clglover@att.comContact Person for Annual Report Candice GloverPhone (312) 727-0127

Address (if different from above) \_\_\_\_\_

Consumer Contact Information Customer CAREPhone (800) 222-0300Address (if different from above) 777 NW Blue Pkwy, Lees Summit, MO 64086**Part I - Tariffs**

Please indicate the Carrier Type and the reason for submitting this form by checking the boxes below.

NOTE: All cases are ATA process cases, tariffs are effective the day they are filed, and remain in effect unless the Commission acts to suspend.

Carrier Type	<input type="checkbox"/> ILEC	<input checked="" type="checkbox"/> CLEC	<input type="checkbox"/> CTS
Business Tier 2 Services	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Residential & Business Toll Services	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Other Changes required by Rule (Describe in detail in Exhibit C)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Part II - Exhibits**

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

Included	Identified As:	Description of Required Exhibit:
<input checked="" type="checkbox"/>	Exhibit A	The existing affected tariff pages.
<input checked="" type="checkbox"/>	Exhibit B	The proposed revised tariff pages.
<input checked="" type="checkbox"/>	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.
<input checked="" type="checkbox"/>	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: <ul style="list-style-type: none"> <li>citation to the appropriate Web Page if any, in accordance with rule 4901:1-6-05(G)(4), and/or</li> <li>copy of other materials and publications to be used to comply with 4901:1-6-05(G)(3).</li> </ul>
<input checked="" type="checkbox"/>	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).
<input checked="" type="checkbox"/>	Exhibit F	Affidavit that the Customer Notice described in Exhibit C has been sent to Customers.

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

Technician 3m Date Processed 4/1/08

Part III. – Attestation

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, Candice Glover, and am authorized to make this statement on its behalf.  
(Name)

I 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. I 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.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on (Date) 3-31-08 at (Location) Chicago, Illinois

\*(Signature and Title)

Candice Glover  
Manager

(Date) 3-31-08

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

**VERIFICATION**

I, Candice Glover

verify that I have utilized the Telecommunications Application Form for Detariffing and Related Actions provided by the Commission and that all of the information submitted here, and all additional information submitted in connection with this case, is true and correct to the best of my knowledge.

\*(Signature and Title)

Candice Glover

(Date)

3-31-08

\_\_\_\_\_  
\*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 A

TCG OHIO

Schedule of

GENERAL REGULATIONS

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

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Issued: October 15, 1997

Effective: October 23, 1997

Filed in Accordance With Case No. 97-1116-TP-ACC  
By: Lori-Ann Mirenda, Tariff Analyst  
Teleport Communications Group  
One Teleport Drive, Staten Island, NY 10311

SECTION 3 - END USER NETWORK ACCESS SERVICES - VOICE

3.1 Introduction

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

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

The following End User Network Access Services are offered:

3.2 Access to Public Switched Network Services

1. End User Network Access Services provide a Customer with one or more voice-grade Port connections to the Company's switched network, each of which enables the Customer to:
  - a) Receive calls from other stations on the public switched telephone network;
  - b) Access the Company's Local Calling Services as specified in Section 4 of this tariff, Directory Assistance Services as specified in the Section 5, intraLATA toll services as specified in Section 4, and unregulated services offered by the Company;
  - c) Access (at no additional charge) the Company's operators and business office for service related assistance; access toll-free telecommunications services such as 800 NPA; and access 9-1-1 service for emergency calling;

Issued: February 27, 1997

Effective: March 10, 1997

Filed in Accordance With Case No. 97-145-TP-ACN  
By: Andrew J. Burke  
Teleport Communications Group  
Two Teleport Drive, Suite 300, Staten Island, NY 10311

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SECTION 4 - LOCAL SERVICE

4.1 Description

The following Local Service Options are offered:

(D)

PrimePath Business Line Service  
PrimeOne Local Calling Plans  
PrimePlus IntraLATA Toll Service  
PrimeXpress Network Service  
TCG PrimeNBX Service  
TCG COCOT Service  
TCG PrimePlex PRI

All Local service options are offered to Business Customers only.

(T)

- 4.1.1 Usage is timed and rated per call in increments specified in the applicable service tariffs. Timing begins with the completion of the connection and ends with the termination of the connection. Partial increments will be rounded up to the next full increment and partial cents will be rounded to the next whole cent, when the billing capability is available.

4.2 Timing of Messages

1. Unless otherwise indicated, all calls are timed in 6 (six) second increments following the first 18 (eighteen) seconds.
2. For station to station calls, call timing begins when a connection is established between the calling telephone and the called telephone station.
3. For person to person calls, call timing begins when connection is established between the calling person and the particular person, station or mobile unit specified or an agreed alternate.
4. Call timing ends when the calling station "hangs up," thereby releasing the network connection. If the called station "hangs up" but the calling station does not, chargeable time ends when the network connection is released either by automatic timing equipment in the telephone network or by the Company operator.
5. Calls originating in one time period and terminating in another will be billed the rates in effect at the beginning of six second increments.

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Issued: November 30, 2007

Effective: December 31, 2007

Filed in Accordance With Case No. 07-1221-TP-ATW.  
Carol Paulsen, Tariff Administrator  
1010 N. Saint Marys St.  
San Antonio, TX 78215

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SECTION 4 - LOCAL SERVICE. CONT'D

4.5.1 PrimeOne Local Calling Plan A

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

4.5.2 PrimeOne Local Calling Plan B

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

4.5.3 PrimePlus IntraLATA Toll Service Plan

4.5.3.1 Description

PrimePlus IntraLATA toll service is furnished for telephone communication between telephones in different local calling areas within a LATA in accordance with the regulations and schedules of charges specified in this tariff. These LATAs are defined in the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0191.

The toll service charges specified in this section are in payment for all service furnished between the calling and called telephone, except as otherwise provided.

In order to obtain TCG's PrimePlus IntraLATA Toll Service, the customer must order an access line service from the Company, Ameritech or any other entity authorized to do business as a Local Exchange Company by the Public Utilities Commission of Ohio. The provision of PrimePlus IntraLATA Toll Service is subject to the availability of facilities.

(T)

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Issued: June 3, 1998

Effective: June 4, 1998

Filed in Accordance With Case No. 98-727-TP-ATA

By: Lori-Ann Mirenda

Teleport Communications Group

Two Teleport Drive, Suite 300, Staten Island, NY 10311

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SECTION 4 - LOCAL SERVICE. CONT'D

4.6 PrimeXpress Network Service

4.6.1 Description

PrimeXpress Network Service is a digital service providing trunk connections from an end user's Private Branch Exchange, Key System, or other device to the TCG Switch Port. PrimeXpress Network Service is available as a DS1 (1.544 Mbps) connection providing 24 voice-grade (DS0) communications channels. A PrimeXpress facility may be provided as stand-alone service or provisioned over an existing or new AT&T ACCU-Ring DS3 facility. PrimeXpress Network Service is available on a 1, 2, or 3 year term commitment.

The Customer may opt to utilize PrimeXpress Network Service for outgoing calls only (DOD), incoming calls only (DID) or a combination of both inbound and outbound calls. When the Customer elects to utilize PrimeXpress Network Service for both inbound and outbound calls, they may choose Combo service which allows incoming calls to an attendant only or they can elect to utilize DID/DOD service which allows incoming calls to be terminated directly to an End User behind a PBX or capable Key System. When DID or DID/DOD service is ordered, direct inward dialing (DID) numbers must be purchased from the Company.

PrimeXpress Network Service trunks configured for Inbound and Outbound calling functionality that, upon detection by the Company, exceed 90% utilization for inbound calling will be subject to the rates, terms and conditions for the PrimeConnect calling option listed below.

Customers who terminate a term commitment for a stand-alone PrimeXpress facility and purchase a PrimeXpress facility provisioned on a new or existing AT&T ACCU-Ring facility for a term equal or greater to the time remaining on their current PrimeXpress term commitment will not be liable for early termination charges.

Material previously appearing on this sheet now appears on Sheet 26.1.

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Issued: March 21, 2007

Effective: March 22, 2007

Filed in Accordance With Case No. 07-293-TP-ZTA.  
By: Lynn Crofton, Tariff Administrator  
One AT&T Way  
Bedminster, NJ 07921



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SECTION 5 - SUPPLEMENTAL SERVICES

5.1 Custom Calling Service

5.1.1 General

The features in this section are made available on an individual basis or as part of multiple feature packages. All features are provided subject to availability; features may not be available with all classes of service. Transmission levels may not be sufficient in all cases.

5.1.2 Description of Features

A. Three Way Calling/Call Hold

Way Calling feature allows a customer to add a third party to an existing two-way call and form a 3-way call. The call must have been originated from outside the station group and terminate to a station within the station group. The Call Hold feature allows a customer to put any in-progress call on hold by flashing the switchhook and dialing a code. This frees the line to allow the customer to make an outgoing call to another number. Only one call per line can be on hold at a time. The third party cannot be added to the original call.

B. Call Forwarding

Call Forwarding, when activated, redirects attempted terminating calls to another customer-specific line. The customer may have to activate and deactivate the forwarding function and specify the desired terminating telephone number during each activation procedure. Call originating ability is not affected by Call Forwarding.

The calling party is billed for the call to the called number. If the forwarded leg of the call is chargeable, the customer with the Call Forwarding is billed for the forwarded leg of the call.

Call Forwarding - Busy automatically reroutes an incoming call to a customer predesignated number when the called number is busy.

Call Forwarding - Don't Answer automatically reroutes call.

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By: Andrew J. Burke

Teleport Communications Group

Two Teleport Drive, Suite 300, Staten Island, NY 10311

SECTION 5 - SUPPLEMENTAL SERVICES. CONT'D

5.2.4 A credit will be given for calls to Directory Assistance when:

- (1) The Customer experiences poor transmission or is cut-off during the call, the Customer is given an incorrect telephone number, or the Customer inadvertently misdials.
- (2) To receive a credit, the customer must notify the Company operator or Business Office of the problem experienced.

5.3 Local Operator Service

Local calls may be completed or billed with the live or mechanical assistance by the Company's operator center. Calls may be billed collect to the called party, to an authorized 3rd party number, to the originating line, or to a valid authorized calling card. Local calls may be placed on a station to station basis or to a specified party (see Person to Person), or designated alternate. Usage charges for local operator assisted calls are those usage charges that would normally apply to the calling party's service and will be equal to or less than those rates charged by the dominant telephone service provider. In addition to usage charges, an operator assistance charge applies to each call:

Customer Dialed Calling Card	\$1.50
Person to Person	\$3.79
3rd Number Billed	\$1.79
All other Operator Assistance	\$1.50

5.4 Blocking Service

5.4.1 General

Blocking service is a central office service arrangement whereby calls dialed over residence and business individual lines or trunk lines, to other than the local toll free service area, receive a recorded restriction announcement or, where trunk lines are employed, are automatically routed to the PBX customer's attendant position.

- A. 900, 700 Blocking - allows the subscriber to block all calls beginning with the 900 and 700 prefixes (i.e. 900-XXX-XXXX) from being placed.
- B. 900, 971, 974 & 700 Blocking - allows the subscriber to block all calls beginning with the 900, 971, 974 and 700 prefixes from being placed.
- C. Third Number Billed and Collect Call Restriction - provides the subscriber with a method of denying all third number billed and collect calls to a specific telephone number provided the transmitting operator checks their validation data base.

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Effective: March 10, 1997

Filed in Accordance With Case No. 97-145-TP-ACN

By: Andrew J. Burke

Teleport Communications Group

Two Teleport Drive, Suite 300, Staten Island, NY 10311

## SECTION 6 - NUMBER PORTABILITY SERVICE

### 6.1 General

Number Portability Service applies to an interconnection arrangement between the Company and the Connecting Company. This service enables the Connecting Company to provide basic local exchange service within the State of Ohio to a given customer(s) that wish to retain their telephone number(s), assigned by the Company. The Connecting Company may choose from two options:

1. Direct Inward Dial (DID)
2. Remote Call Forwarded (RCF)

### 6.2 Service Descriptions

#### a. Direct Inward Dial

Direct Inward Dial (DID) option for number portability is a service which permits incoming dialed calls to a telephone number, assigned to the Company, to be forwarded to a Connecting Company end office over Direct Inward Dial (DID) facilities. The Company will deliver the called number to the Connecting Company via the Connecting Company-provided trunk for call completion.

#### b. Remote Call Forwarding

Remote Call Forwarding (RCF) option for number portability is a service which permits incoming dialed calls to a telephone number, assigned to the Company, to be forwarded to a Connecting Company end office, utilizing a call forwarding of the Company's end office switch.

### 6.3 Rules and Regulations

- a. Number Portability and facilities will only be provided, where technically feasible, subject to the availability of facilities and may only be furnished from properly equipped central offices. Number Portability services and facilities are not offered for the Company's Coin Telephone service.
- b. When the exchange service offering(s) associated with Number Portability services are provisioned using remote switch(es), Number Portability service is available from host central offices.
- c. General regulations as depicted in the Company's' General Regulations Tariff, such as payments, deposits, adjustments, etc., apply to Number Portability services as appropriate.

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Filed in Accordance With Case No. 97-145-TP-ACN

By: Andrew J. Burke

Teleport Communications Group

Two Teleport Drive, Suite 300, Staten Island, NY 10311

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SECTION 7 - UNIVERSAL EMERGENCY NUMBER SERVICE (911)

7.1 General

- 7.1.1 This tariff provides for Universal Emergency Number Service (911 Service) which is an arrangement of Company Central Office and trunking facilities whereby any user who dials the number 911 will reach the emergency report center for the telephone from which the number is dialed or will be routed to an operator if all lines to an emergency report center are busy. The telephone user who dials the 911 number will not be charged for the call.
- 7.1.2 Universal Emergency Number Service (911), is a telephone exchange communication service whereby a Public Safety Answering Point (PSAP) designated by the customer may receive telephone calls dialed to the telephone number 911, from service users within a 911 service district.
- 7.1.3 The county is the agency that is empowered to establish an emergency telephone district or a 911 service district. The county, upon adoption of the resolution, must act on behalf of the public agencies located within the 911 service district.
- 7.1.4 Two types of 911 service are offered: Basic 911 (911) and Enhanced 911 Service (E911).
- a) Basic 911 Service: provides for routing all 911 calls originated by telephones having telephone numbers beginning with a given central office prefix code or codes to a single PSAP equipped to receive those calls.
  - b) Enhanced 911 Service provides additional features: such as selective routing of 911 calls to a specific PSAP which is selected from the various PSAPs serving customers within that central office area; E911 trunks; Automatic Number Identification and PSAP Data Base Establishment and Update Service.
- 7.1.5 The 911 calling party waives the privacy afforded by non-listed and non-published service to the extent that the telephone number, address and name associated with the originating access line location are furnished to the PSAP.

Issued: February 27, 1997

Effective: March 10, 1997

SECTION 9 - TCG LOCAL CALLING AREAS

TCG Local Calling Exchange Service Areas

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

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

(N)

(C)

(C)

(N)

(N)

Issued: November 19, 2004

Effective: November 19, 2004

Filed in Accordance With Case No. 90-9010-TP-TRF

By: Leslie O. Buford, Tariff Administrator

222 W. Adams Street

Chicago, IL 60606

SECTION 10 TEMPORARY PROMOTIONAL OFFERINGS

All material on this page is new

"Remote Call Forwarding" Promotional Waiver

From November 1, 2001 through April 30, 2002, new and existing end-user retail customers who order Remote Call Forwarding, who meet the requirements specified below, will be eligible to receive the following waivers:

Customer's Monthly Recurring Charge for the initial number and each additional path will be waived for one month, and Customer's non-recurring charge will be waived.

Customer must subscribe to PrimePath, PrimeXpress or PrimePlex standalone service.

Customer must specify the number of paths to be redirected simultaneously; this number can be between 1 and 48. The Customer is responsible to ensure that their terminating location can handle the Remote Call Forwarding calls.

Customers are responsible for payment of any associated governmental fees, surcharges or taxes applicable to the installation or monthly recurring charges. Waivers will be applied beginning with the first month's bill following installation of service.

This promotion is only valid where facilities permit, and is not available with Integrated Offers. Service must be ordered by April 30, 2002, and installed by May 31, 2002. A location cannot receive more than 1 Monthly Recurring Charge waiver, per location, in a 12 month period.

This promotional program is not valid with any other Company promotional program. If the Customer terminates their existing service before the end of the commitment period, the Customer will be responsible for paying any charges waived under this program

Issued: November 1, 2001

Effective: November 1, 2001

Filed in Accordance With Case No. 90-9010-TP-TRF  
Barbara Dietsch  
Tariff Administrator  
One Teleport Drive  
Staten Island, NY 10311

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All material on this page is new

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SECTION 11 MINIMUM TELEPHONE SERVICE STANDARDS

4901:1-5-13 Establishment of Service.

(A) Service Applicants May be Required to Establish Creditworthiness.

- (1) Chapter 4901:1-17 of the Administrative Code pertains, generally, to the manner in which credit may be established by residential utility customers. Except as otherwise indicated in this rule, in each instance where a provision of Chapter 4901:1-17 of the Administrative Code has application to residential telephone service provided by a telecommunications provider, it shall be deemed, under this rule, as also having application to nonresidential telephone service by such companies.
- (2) Telecommunications providers may require service applicants to establish financial responsibility as a condition precedent to establishing service. Both may rely on pertinent information obtained from credit reporting bureaus in determining whether creditworthiness need be established. However, a service applicant cannot be denied service, on creditworthiness grounds, unless the service applicant has been provided an opportunity to establish financial responsibility through every means available for doing so provided for in Chapters 4901:1-5 and 4901:1-17 of the Administrative Code.
- (3) When a telecommunications provider requires the financial responsibility of a service applicant to be established, it must inform the service applicant of all options available for meeting that requirement.
  - (a) Paying a deposit must be among the available options, except where unpaid debt for regulated service is already owed by the service applicant to the telecommunications provider with whom the service applicant is seeking to establish service. Where unpaid debt for regulated service is owed, the Company may require the applicant to pay such debt pursuant to Rule 4901:1-5-13 (A) (3) (d) of the Administrative Code.
  - (b) Telecommunications providers are permitted, but not required, to make use of toll caps as a method of extending limited credit to subscribers or service applicants unable to maintain or establish their creditworthiness through other means, so long as the terms and conditions of the toll cap are set forth in a commission-approved tariff. The terms and conditions under which a toll cap is imposed as well as the steps that the subscriber or service applicant may take to have the toll cap removed must be disclosed, in writing, by the telecommunications service provider at the time a toll cap is imposed.
  - (c) If an applicant for service owes to a telecommunications service provider an unpaid bill for telecommunications service previously provided but discontinued for nonpayment, where the service applicant is presently seeking to establish or reestablish service with the same provider who previously provided the service, and is presently seeking to establish or reestablish the same class of service as that previously provided, the telecommunications service provider who provided the previous service is not obligated to deem the service applicant's creditworthiness as having been satisfactorily established under the commission's establishment of credit and establishment of service rules so long as the bill for previous service remains unpaid. However, in no event, shall local exchange service be denied to any local exchange service applicant on grounds that the service applicant has failed to pay for a type of service other than local exchange service.

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Issued: January 23, 2002

Effective: January 23, 2002

Filed in Accordance With Case No. 00-1265-TP-ORD

By: Margaret Jara

Teleport Communications Group

Two Teleport Drive, Suite 300, Staten Island, NY 10311

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All material on this page is new

SECTION 12 - CANCELLATION OF SERVICE

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

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Issued: August 22, 2002

Effective: September 23, 2002

Filed in Accordance With Case No. 02-2161-TP-ATA

By: Leslie O. Buford  
227 W. Monroe Street  
Chicago, IL 60606



SECTION 8 - PRICE SHEET CONTINUED

4.5 PrimePath Service (Tier 2) (Cont'd.)

4.5.4 Rate Schedule (Cont'd.)

As of May 27, 2003, the rates in D.3.a) following are only available to current PrimePlus customers for the duration of their term commitment.

(N)  
(N)

D. Usage Rates (Cont'd.)

3. PrimePlus IntraLATA Toll Calling Service

a) Ameritech Ohio Territory:

<u>Initial 18 Seconds</u>	<u>Each Additional 6 Seconds</u>
\$0.0225	\$0.0075

Usage Discounts:

	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>
\$0 - \$2,100	8.0%	10.0%	12.0%
\$2,100.01 - \$4,200	8.0%	12.7%	16.4%
\$4,200.01 - \$6,250	8.0%	13.6%	17.3%
\$6,250.01 - \$8,400	8.0%	14.5%	18.2%
\$8,400.01 - \$12,500	8.0%	15.4%	19.0%
\$12,500.01 - \$17,000	8.0%	16.3%	19.9%
\$17,000.01+	8.0%	18.1%	21.7%

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

<u>Measured Rate</u>	<u>Month-to-Month Rate</u>
Per Minute	\$0.0800

Term Commitment\Volume Discounts	<u>1 Year</u>	<u>2 Year</u>	<u>1 Year</u>	<u>2 Year</u>
\$0 - \$3,000	\$0.0760	\$0.0744	5%	7%
\$3,000 - \$6,000	\$0.0744	\$0.0728	7%	9%
\$6,000+	\$0.0728	\$0.0712	9%	11%

Issued: May 27, 2003

Effective: May 27, 2003

Filed in Accordance With Case No. 03-1219-TP-ZTA  
By: Leslie O. Buford, Tariff Administrator  
227 W. Monroe Street  
Chicago, IL 60606

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SECTION 8 - PRICE SHEET CONTINUED

5.4.3 Rates and Charges

Nonrecurring Charge

900,971,974 and 700 Blocking  
- Business (up to 200 lines) \$10.38

(D)

(D)

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Issued: June 3, 1998

Effective: June 4, 1998

Filed in Accordance With Case No. 98-727-TP-ATA

By: Lori-Ann Mirenda

Teleport Communications Group

Two Teleport Drive, Suite 300, Staten Island, NY 10311

SECTION 8 - PRICE SHEET CONTINUED

5.7.2 Moves, Adds and Changes

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

(D)

5.8 Charges Associated with Premises Visit

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

(D)

5.10 Added Labor Charge

\$8.00 per 6-minute increment

6.6 Rates and Charges

Each number ported to the Connecting Company will be charged as follows:

DID option -\$3.00 per number ported per month

RCF option -\$3.00 per number ported per month

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Carol Paulsen, Tariff Administrator  
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**SECTION 8 PRICE SHEET CONT'D**

**5.9 Prime Digital Trunk (Tier 2) (Cont'd.)**

**5.9.1 Rates**

As of May 27, 2003, the rates in A) following are only available to (N)  
current customers for the duration of their term commitment. (N)

**A) Ameritech Ohio Territory**

**1) DOD, Two-Way Trunks**

Non-Recurring Installation:\* \$22.35 per DSO channel

Monthly Recurring:

PAC

-1 Year Term	\$25.90 per DSO channel
-2 Year Term	\$25.60 per DSO channel
-3 Year Term	\$25.30 per DSO channel

**2) DID, DID/DOD Trunks**

Non-Recurring Installation\* \$242.75 per DSO channel

Monthly Recurring:

PAC:

-1 Year Term	\$46.15 per DSO channel
-2 Year Term	\$45.65 per DSO channel
-3 Year Term	\$45.10 per DSO channel

**3) DID Numbers**

Block of 20 numbers:	\$3.10 per block per month
Additional block of 10:	\$1.55 per block per month

**4) Incoming Call Redirect Option**

Non-Recurring Charges

Per T1	\$250
Per Change	\$ 80

Monthly Recurring Charges

Per T1	\$80
--------	------

\* Initial installation charges will be waived for new customers, or existing customers adding new locations (not applicable for moves), where service is available, when Customer signs a new contract with a minimum one year term commitment, and selects TCG as the primary carrier for a local and IntraLATA toll calling. If Customer terminates their Term Plan prior to expiration, they will be billed the appropriate installation charge.

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By: Leslie O. Buford, Tariff Administrator  
227 W. Monroe Street  
Chicago, IL 60606

# EXHIBIT B

P.U.C.O No. 1 has been moved in its entirety to P.U.C.O. No. 2.

(N)

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SECTION 3 - END USER NETWORK ACCESS SERVICES - VOICE

Material in this section has been moved to Section 5.

(N)

(M)

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---

SECTION 4 - LOCAL SERVICE

Material in this section has been moved to Section 6.

(N)

(M)

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SECTION 4 - LOCAL SERVICE. CONT'D

4.5.1 PrimeOne Local Calling Plan A

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

4.5.2 PrimeOne Local Calling Plan B

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

Material in 4.5.3 is detariffed and is now located in AT&T OH Business Service Guide. (N)  
(N)

4.5.3 (D)

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SECTION 4 - LOCAL SERVICE. CONT'D

Material in 4.6 through 4.16 is detariffed and is now located in AT&T OH Business Service Guide. (N)  
(N)

4.6. (M)

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SECTION 5 - SUPPLEMENTAL SERVICES

Tariffed services previously located in this section is now located in (N)  
Section 8. (N)

Sections 5.1.2.A. through D. and G. through I. are detariffed and are now (N)  
located in AT&T OH Business Service Guide. (N)

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SECTION 5 - SUPPLEMENTAL SERVICES. CONT'D

5.2.4 A credit will be given for calls to Directory Assistance when:

- (1) The Customer experiences poor transmission or is cut-off during the call, the Customer is given an incorrect telephone number, or the Customer inadvertently misdials.
- (2) To receive a credit, the customer must notify the Company operator or Business Office of the problem experienced.

5.3 Local Operator Service

Local calls may be completed or billed with the live or mechanical assistance by the Company's operator center. Calls may be billed collect to the called party, to an authorized 3rd party number, to the originating line, or to a valid authorized calling card. Local calls may be placed on a station to station basis or to a specified party (see Person to Person), or designated alternate. Usage charges for local operator assisted calls are those usage charges that would normally apply to the calling party's service and will be equal to or less than those rates charged by the dominant telephone service provider. In addition to usage charges, an operator assistance charge applies to each call:

Customer Dialed Calling Card	\$1.50
Person to Person	\$3.79
3rd Number Billed	\$1.79
All other Operator Assistance	\$1.50

Section 5.4 is detariffed and I now located in AT&T OH Business Service (N)  
Guide (N)

5.4 (D)

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Material in this section is detariffed and is now located in AT&T OH Business Service Guide. (N)  
(N)

SECTION 6 - NUMBER PORTABILITY SERVICE (D)

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Material previously located in this section is now in Section 9.

(N)

SECTION 7 - UNIVERSAL EMERGENCY NUMBER SERVICE (911)

(M)

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SECTION 9 - TCG LOCAL CALLING AREAS

Material previously in this section is now in Section 3.

(N)

TCG Local Calling Exchange Service Areas

(M)

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Material in this section has expired and has been deleted.

(N)

SECTION 10 TEMPORARY PROMOTIONAL OFFERINGS

(D)

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Material previously in this section has been removed.

(N)

SECTION 11 MINIMUM TELEPHONE SERVICE STANDARDS

(D)

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Material previously located in this section is now in Section 10.

(N)

SECTION 12 - CANCELLATION OF SERVICE

(M)

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San Antonio, TX 78215

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**SECTION 8 - PRICE SHEET CONTINUED**

4.5 PrimePath Service (Tier 2) (Cont'd.)

4.5.4 Rate Schedule (Cont'd.)

Rates located on Price List pages 62-65 are detariffed and are now located (N)  
in AT&T OH Service Guide. (N)

(D)

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SECTION 8 - PRICE SHEET CONTINUED

Rates located in 5.4.3 are detariffed and are now located in AT&T OH (N)  
Service Guide. (N)

5.4.3 (D)

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SECTION 8 - PRICE SHEET CONTINUED

5.7.2 Moves, Adds and Changes

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

5.8 Charges Associated with Premises Visit

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

5.10 Added Labor Charge

\$8.00 per 6-minute increment

Rates previously located in 6.6 are detariffed and are now located in AT&T (N)  
OH Service Guide. (N)

6.6 (D)

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**SECTION 8    PRICE SHEET CONT'D**

Rates located previously located on Price List pages 72.1 through 72.14 (N)  
are detariffed and are now located in AT&T OH Service Guide. (N)

5.9 (D)

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TCG OHIO

Schedule of Rates, Charges, and Regulations Governing Regulated

LOCAL TELEPHONE EXCHANGE SERVICES

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

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Carol Paulsen, Director  
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SECTION 8 - SUPPLEMENTAL SERVICES

SECTION 9 - EMERGENCY NUMBER SERVICE (911)

SECTION 10 - CANCELLATION OF SERVICE

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EXPLANATION OF SYMBOLS

The following symbols shall be used in this tariff for the purpose indicated below:

- (C) To signify changed regulation.
- (D) To signify discontinued rate or regulation.
- (I) To signify increased rate.
- (N) To signify new rate or regulation.
- (R) To signify reduced rate.
- (T) To signify a text change.

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SECTION 1 - APPLICATION OF TARIFF

- 1.1 This tariff sets forth general terms and conditions applicable to all intrastate regulated telecommunications services offered by TCG Ohio ("TCG") within the local exchange service area as defined herein. Service offerings, rates, and conditions applicable to specific service offerings are set forth in other tariffs of TCG and are in addition to the general regulations contained herein.

Local Exchange Services are furnished for the use of end-users in placing and receiving local telephone messages within a local calling area. Entities desiring access to the Company network for the purpose of originating or terminating other forms of communication may obtain such access pursuant to the Company's Access and Interconnection Tariff.

- 1.2 When services and facilities are provided in part by TCG and in part by other companies, the regulations of TCG apply only to that portion of the service or facilities furnished by it.
- 1.3 When services and facilities provided by TCG are used to obtain access to the regulated or unregulated services provided by another company, or are used by another company as a part of the regulated or unregulated services offered by that company, the regulations of TCG apply only to the use of TCG's services and facilities.
- 1.4 TCG may offer various unregulated services in conjunction with or ancillary to its regulated services from time to time. TCG may, at its option, file tariffs with the Public commission of Ohio ("Commission") describing the rates, terms, and conditions of unregulated services. Any unregulated services not described in such tariffs will be governed by contract between TCG and the Customer.
- 1.5 Services, features and functions will be provided where facilities are available. Such facilities include, but are not limited to, billing capability, technical capability and the ability of the Company to purchase underlying services, features and functions and/or unbundled network elements ("UNEs") (as that term is defined by applicable law), either alone or in combination (including a combination of unbundled switching with other UNEs). In the event that changes occur, including regulatory changes, that affect either the availability of facilities to the Company or the terms and conditions upon which they are obtained, the Company reserves the right to modify its terms and conditions, upon 30 days notice. The foregoing is in addition to all other existing rights retained by the Company to modify or terminate any contract or tariffed service at any time. In the event that the Company makes a material modification of its terms and conditions, customers shall have an opportunity to cancel contracts or tariffed services without penalty.

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SECTION 1 - APPLICATION OF TARIFF (CONT'D)

- 1.6 The Company reserves the right to increase charges for the services provided to the customer, regardless of any term commitment, as a result of (a) expenses incurred by the Company reasonably relating to regulatory assessments stemming from an order, rule or regulation of any regulatory authority or court having competent jurisdiction, (b) other governmental charges or fees, (c) charges or payment obligations imposed on international calls to mobile numbers, or (d) reductions in amounts other carriers are required to pay the Company or increases in the amount the Company is required to pay to other carriers. In this event, customers shall have an opportunity to cancel contracts or tariffed services without penalty. Customers with tariffed based contracts will be held to the terms and conditions of their contract until such contract is expired.
- 1.7 The intrastate services described in this tariff are subject to the jurisdiction of the Public Utilities Commission of Ohio. The Company offers services that are not subject to the jurisdiction of the PUCO; these include, but are not limited to, wireless, DSL and Internet access.
- 1.8 This tariff applies only for the use of the Company's services for communications within local and intraLATA calling areas. This includes the use of TCG Ohio's network to complete an end-to-end local communication; and to obtain access to the intrastate services offered by other service providers.
- 1.9 The provision of local exchange telecommunications service is subject to existing regulations specified in the tariffs and or Service Guide of TCG Ohio, and may be revised, added to, or supplemented by superseding issues.
- 1.10 All offered service contained herein is subject to available facilities and authorization from the local municipalities in the jurisdiction where the service is offered.

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## 2. GENERAL REGULATIONS

### 2.1 DEFINITIONS

Certain terms used generally throughout the tariffs of TCG are defined below.

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

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

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

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

Company, TCG Ohio or TCG: TCG Ohio, the issuer of this tariff.

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

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

Direct Inward Dial or ("DID"): A service attribute that allows individual stations users to access and dial outside numbers directly.

Dual Tone Multi-Frequency or ("DTMF"): The pulse type employed by tone dial station sets.

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

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

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

## 2. GENERAL REGULATIONS

### 2.1 DEFINITIONS (Cont'd)

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

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

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

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

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

Mbps: Megabits, denotes millions of bits per second.

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

Out-Only: A service attribute which restricts DID.

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

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

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

## 2. GENERAL REGULATIONS

### 2.1 DEFINITIONS (Cont'd)

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

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

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

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

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

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

Two Way: A service attribute that includes DOD for outbound calls and can also be used to carry inbound calls to a central point for further processing.

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

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## 2. GENERAL REGULATIONS

### 2.2 UNDERTAKING OF THE COMPANY

#### A. General

- 1) The Company does not undertake to transmit messages but offers the use of its facilities for the transmission of communications.
- 2) Customers and Users may use services and facilities provided under the tariffs of the Company to obtain access to services offered by other companies. The Company is responsible for the services and facilities provided under its tariffs, and for unregulated services provided pursuant to contract, and it assumes no responsibility for any service (whether regulated or not) provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own customers.
- 3) The Company shall have no 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.

#### B. Shortage of Equipment or Facilities

- 1) The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- 2) The furnishing of service under the tariffs of the Company 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.

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2. GENERAL REGULATIONS

2.2 UNDERTAKING OF THE COMPANY (Cont'd)

C. Terms and Conditions

- 1) Service is provided on the basis of a minimum period of at least one month, 24-hours per day. For the purpose of computing charges in the tariffs of the Company, a month is considered to have 30 days.
- 2) Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in the tariffs of the Company. Customer will also be required to execute any other documents as may be reasonably requested by the Company.
- 3) At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the service order and the tariffs of the Company prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- 4) In any action between the parties to enforce any provision of the tariffs of the Company, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.
- 5) The tariffs of the Company shall be interpreted and governed by the laws of the State of Ohio without regard for its choice of laws provision.

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2. GENERAL REGULATIONS

2.2 UNDERTAKING OF THE COMPANY (Cont'd)

D. Liability of the Company

- 1) The liability of the Company for damages arising out of the furnishing of its Services shall be limited to the extension of allowances for interruption as set forth in 2.6 following, whether caused by acts of omissions of the Company, this limitation of liability includes but is not limited to damages arising from mistakes, omissions, interruptions, delays, errors, or other defects, representations, or uses of these services or other damages arising out of the failure to furnish the service. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer or User as a result of any the Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.
- 2) The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.
- 3) The Company shall not be liable for any act or omission of any entity furnishing facilities or equipment used for or with the services the Company offers regardless of whether such facilities are furnished to the Company, the Customer or any Users.
- 4) The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or User or due to the failure or malfunction of Customer-provided or User-provided equipment or facilities.

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Carol Paulsen, Director  
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## 2. GENERAL REGULATIONS

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

#### D. Liability of the Company (Cont'd)

- 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 paragraph as a condition precedent to such installations.
- 6) The Company is not liable for any defacement of or damage to Customer or User premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company's agents or employees.
- 7) The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid the Company by Customer for the specific services giving rise to the claim. No action or proceeding against the Company shall be commenced more than one year after the service is rendered.
- 8) The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer provided equipment or facilities.
- 9) The Company shall not be liable for any damages resulting from delays in meeting any service dates due to delays resulting from normal construction procedures. Such delays shall include, but are not limited to, delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of-way approvals and delays in actual construction work.

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2. GENERAL REGULATIONS

2.2 UNDERTAKING OF THE COMPANY (Cont'd)

D. Liability of the Company (Cont'd)

10. The Company shall not be liable for any damages whatsoever to property resulting from the installation, maintenance, repair or removal of equipment and associated wiring unless the damage is caused by the Company's willful misconduct or negligence.
11. The Company makes no warranties or representations, express or implied either in fact or by operation of law, statutory or otherwise, including warranties or merchantability or fitness for a particular use, except those expressly set forth in its tariffs.
12. The Company shall not be liable for and damages whatsoever associated with service, facilities, or equipment that the Company does not furnish or for any act or omission of Customer or any other entity furnishing services, facilities or equipment used for or in conjunction with TCG Ohio Service.
13. The Company shall not incur any liability, direct or indirect, to any person who dials or attempts to dial the digits "9-1-1" or to any other person who may be affected by the dialing of the digits "9-1-1".

E. Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

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## 2. GENERAL REGULATIONS

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

#### F. Provision of Equipment and Facilities

- 1) The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in the tariffs of the Company. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- 2) The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may Customer permit others to, rage, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- 3) The Company may substitute, change or rearrange any equipment or facility at time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- 4) Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.
- 5) 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 User when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer or User.
- 6) The Company shall not be responsible for the installation, operation, or maintenance of any Customer - or User-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to the tariffs of the Company, the responsibility of the Company shall be limited to the furnishing of facilities offered under the tariffs of the Company and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
  - a. the transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
  - b. the reception of signals by Customer-provided equipment.

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## 2. GENERAL REGULATIONS

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

#### G. Non-routine Installation

At the Customer's request, installation and/or 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 installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

#### H. Ownership of Facilities

Title to all facilities provided in accordance with the tariffs of the Company remains in the Company, its agents or contractors.

#### I. Optional Rates and Information Provided to the Public

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

#### J. Continuity of Service

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

#### K. Governmental Authorization

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

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2. GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER

A. General

The Customer shall be responsible for:

- 1) the payment of all applicable charges pursuant to the tariffs of the Company;
- 2) damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer or of any User; or by the noncompliance by the Customer or any User with these regulations; or by fire or theft or other casualty on the Customer's or any User's Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- 3) providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate the Company facilities and equipment installed on the premises of the Customer or any User; and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- 4) any and all costs associated with obtaining and maintaining of the rights-of-way from the point of entry at the Customer's location to the termination point where service is finally delivered to the Customer, including, but not limited to, the costs of installing conduit or of altering the structure to permit installation of Company provide facilities. The Customer's use of such rights-of-way shall in all respects be subject to the terms, conditions and restrictions of such rights-of-way and of agreements between the Company and such third parties relating thereto, including without limitation, the duration applicable to and the condemnation of such rights-of-way, and shall not be in violation of any applicable governmental ordinance, law, rule, regulation or restriction. Where applicable, the Customer agrees that it shall assist the Company in the procurement and maintenance of such right-of-way. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service.

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2. GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER

A. General (Cont'd)

The Customer shall be responsible for: (Cont'd)

- 5) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which the Company's employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain the Company's facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;
- 6) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of the Company's facilities and equipment in any Customer or User premises or the rights-of-way for which Customer is responsible under section 4.1(d); and granting or obtaining permission for the Company's agents or employees to enter the premises of the Customer or any User at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- 7) not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; and
- 8) making the Company's 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.

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2. GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER

B. Prohibited Uses

- 1) The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer or User has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2) The Company may require a Customer or User immediately to shut down its transmission of signals if said transmission is causing interference to others.
- 3) A Customer or User may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in the tariffs of the Company will apply.

C. Claims

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

- 1) any loss, destruction or damage to property of the Company or any third party, or the death or injury to persons, including, but not limited to, employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer or User or either of their employees, agents, representatives or invitees;
- 2) any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer or User, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between Customer and the Company; or
- 3) any claim of any nature whatsoever brought by a User with respect to any matter for which the Company would not be directly liable to the Customer under the terms of the applicable Company tariff.



## 2. GENERAL REGULATIONS

### 2.4 CUSTOMER EQUIPMENT AND CHANNELS

#### A. General

A User may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in the tariffs of the Company. A User may transmit any form of signal that is compatible with the Company's equipment, but except as otherwise specifically stated in its tariffs, the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication.

#### B. Station Equipment

- 1) Terminal equipment on the User's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company's Point of Connection.
- 2) The Customer is responsible for ensuring that Customer-provided equipment connected to the Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.
- 3) Customer provided station equipment may be attached to services provided under the tariffs of the Company subject to Part 68 of the FCC Rules and to any applicable provisions of the tariffs of the Company and is the sole responsibility of the Customer.
- 4) The Company is not responsible for malfunctions of Customer-owned telephone sets or other Customer-provided equipment, or for misdirected calls, disconnects or other service problems caused by the use of Customer-owned equipment.

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2. GENERAL REGULATIONS

2.4 CUSTOMER EQUIPMENT AND CHANNELS (Cont'd)

C. Interconnection of Facilities

- 1) Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communications Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- 2) Communications Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.
- 3) Facilities furnished under the tariffs of the Company may be connected to customer provided terminal equipment in accordance with the provisions of the tariffs of the Company. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all User-provided wiring shall be installed and maintained in compliance with those regulations.

D. Test and Adjustments

Upon suitable notice, the Company may make such tests, adjustments, and inspections as may be necessary to maintain the Company'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.

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2. GENERAL REGULATIONS

2.4 CUSTOMER EQUIPMENT AND CHANNELS (Cont'd)

E. Inspections

- 1) 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 User is complying with the requirements set forth in 2.4.B for 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.
- 2) 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 facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of action taken. If the Customer fails to do this, the Company may take whatever action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

## 2. GENERAL REGULATIONS

### 2.5 PAYMENT ARRANGEMENTS

#### A. Payment for Service

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer and to all Users authorized by the Customer, regardless of whether those services are used by the Customer itself or are resold to or shared with other persons.

#### B. Billing and Collection of Charges

- 1) Non-recurring charges are due and payable within 30 days after the date an invoice is mailed to the Customer by the Company.
- 2) The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within 30 days after the invoice is mailed.
- 3) Charges based on measured usage will be included on the next invoice rendered following the end of the month in which the usage occurs, and will be due and payable within 30 days after the invoice is mailed.
- 4) When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.
- 5) Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in the tariffs of the Company or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- 6) With respect to Business Customers only, if any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the date due, net of taxes, not compounded, multiplied by a late factor of 1.5 %.

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## 2. GENERAL REGULATIONS

### 2.5 PAYMENT ARRANGEMENTS (Cont'd)

#### C. Advance Payments

To safeguard its interests, the Company may require a Business Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount equal to the non-recurring charge(s) and the first month's recurring charges for the service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated non-recurring 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. An advance payment may be required in addition to a deposit.

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

#### D. Deposits

- 1) To safeguard its interests, the Company may require a Business Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to:
  - a. two month's charges for a service or facility which has a minimum payment period of one month; or
  - b. the charges that would apply for the minimum payment period for a service or facility which has a minimum payment period of more than one month; except that the deposit may include an additional amount in the event that a termination charge is applicable.
- 2) A deposit may be required in addition to an advance payment.
- 3) When service is terminated, the amount of the deposit will be applied to any indebtedness to the Company for service charges. A deposit may be refunded or credited to the customer's account at any time prior to termination of the service in accordance with OAC 4901:1-17-06.
- 4) In case of a cash deposit, simple interest will be paid in accordance with Ohio Administrative Code 4901:1-17-05.

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2. GENERAL REGULATIONS

2.5 PAYMENT ARRANGEMENTS (Cont'd)

E. Discontinuance of Service

- 1) Upon nonpayment of any amounts owing to the Company, the Company may, by giving seven days 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, by giving 30 days' prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- 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 an involuntary petition within the time permitted by law, the Company may immediately require a deposit without incurring any liability.
- 5) Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.
- 6) Upon the Company's discontinuance of service to the Customer under paragraphs 1 or 2 above, 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 the tariffs of the Company, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the minimum term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at 6%).

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## 2. GENERAL REGULATIONS

### 2.5 PAYMENT ARRANGEMENTS (Cont'd)

#### F. Cancellation of Application for Service

- 1) Applications for service are noncancellable unless the Company otherwise agrees. Where the Company permits Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- 2) Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun (all discounted to present value at six percent).
- 3) 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 cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- 4) The special charges described in paragraphs 1) through 3), above, will be calculated and applied on a case-by-case basis.

#### G. Changes in Service Requested

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

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2. GENERAL REGULATIONS

2.5 PAYMENT ARRANGEMENTS (Cont'd)

H. Taxes

The Customer is responsible for the payment of Federal excise taxes, state and local sales and use taxes and all taxes, fees, and other exactions imposed on the Company or its services by governmental jurisdictions, other than taxes imposed generally on corporations. All such taxes, fees, and charges shall be separately designated on the Company's invoices, and are not included in the tariffed rates.

I. Disputed Bills

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



## 2. GENERAL REGULATIONS

### 2.6 ALLOWANCES FOR INTERRUPTIONS IN SERVICE

- A. Interruptions in service, which are not due to the negligence of, or noncompliance with the provisions of the tariffs of the Company by, the Customer or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth below for the part of the service that the interruption affects.
- B. A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under its tariffs. An interruption period begins when the Customer reports a service, facility or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.
- C. For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- D. A credit allowance will be given for interruptions of 30 minutes or more. Credit allowances shall be calculated as follows:

1) Interruptions of 24 Hours or Less

<u>Length of Interruption</u>	<u>Interruption Period To Be Credited</u>
Less than 30 minutes	None
30 minutes up to but not including 3 hours	1/10 Day
3 hours up to but not including 6 hours	1/5 Day
6 hours up to but not including 9 hours	2/5 Day
9 hours up to but not including 12 hours	3/5 Day
12 hours up to but not including 15 hours	4/5 Day
15 hours up to but not including 24 hours	One Day

Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one interruption.

- 2) Interruptions Over 24 Hours and Less Than 72 Hours.  
Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each 3-hour period or fraction thereof. No more than one full day's credit will be allowed for any period of 24 hours.

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## 2. GENERAL REGULATIONS

### 2.6 ALLOWANCES FOR INTERRUPTIONS IN SERVICE (Cont'd)

D. A credit allowance will be given for interruptions of 30 minutes or more. Credit allowances shall be calculated as follows:  
(Cont'd)

3) Interruptions Over 72 Hours. Interruptions over 72 hours will be credited 2 days for each full 24-hour period. No more than 30 days credit will be allowed for any one month period.

E. No credit allowance will be made for:

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

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2. GENERAL REGULATIONS

2.7 CLASSIFICATION OF CUSTOMERS AND USERS

The determination as to whether telephone service should be classified as Business or Residence is based on the character of the use to be made of the service. Service is classified as business service where the use is primarily or substantially of a business, professional, institutional, or otherwise occupational nature. Where the business use, if any, is incidental and where the major use is of a social or domestic nature, service is classified as residence service if installed in a residence.

Business rates apply at the following locations, among others:

- A. In offices, stores and factories, and in quarters occupied by clubs, lodges, fraternal societies, schools, colleges, libraries, hospitals and other business establishments.
- B. In the residence of a practicing physician, dentist, veterinarian, surgeon or other medical practitioner who has no service at business rates at another location.
- C. In any residence location where there is substantial business use of the service and the customer has no service elsewhere at business rates.

## 2. GENERAL REGULATIONS

### 2.8 USE OF CUSTOMER'S SERVICE BY OTHERS

#### A. Resale and Sharing

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

Resale of services is available only to carriers that are certified by the Public Utilities Commission of Ohio to provide intrastate local exchange services. There are no prohibitions or limitations on the resale services.

#### B. Joint Use Arrangements

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

#### C. Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (a) to any subsidiary, parent company or affiliate of the Company, (b) pursuant to any sale or transfer of substantially all the assets of the Company; or (c) pursuant to any financing, merger or reorganization of the Company.

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2. GENERAL REGULATIONS

2.9 CANCELLATION OF SERVICE

If a Customer cancels a Service Order or terminates service before the completion of the term for any reason whatsoever other than a service interruption (as defined in 2.6, preceding), Customer agrees to pay to the Company the following sums, within 21 days of the effective date of the cancellation or termination and be payable under the terms set forth in 2.5, preceding: all costs, fees and expenses reasonably incurred in connection with:'

- A. All Non-Recurring charges as specified in the Company's tariffs, plus
- B. Any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of Customer, plus
- C. All Recurring Charges specified in the applicable Company Tariff for the balance of the then current term.

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San Antonio, TX 78215

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2. GENERAL REGULATIONS

2.10 NOTICES AND COMMUNICATIONS

- A. All notices or other communications required to be given pursuant to the tariffs of the Company will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, postage prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- B. The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing.

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## 2. GENERAL REGULATIONS

### 2.11 APPLICATION OF RATES

#### A. Introduction

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

#### B. Charges Based on Duration of Use

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

- 1) Unless otherwise specified, calls are timed in one minute increments. Calls which are fractions of a measurement increment are rounded-up to the next whole unit.
- 2) Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s).
- 3) Timing terminates on all calls when the calling party hangs up or the Company's network receives an on-hook signal from the terminating carrier.

## 2. GENERAL REGULATIONS

### 2.11 APPLICATION OF RATES (Cont'd)

#### C. Rates Based Upon Distance

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

- 1) Distance between two points is measured as airline distance between the Rate Centers of the originating and terminating telephone lines. The Rate Center is a set of geographic coordinates, as referenced in National Exchange Carrier Association, Inc. Tariff FCC No. 4, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number). Where there is no telephone number associated with an access line on the Company's network (such as a dedicated access line), the Company will apply the Rate Center of the Customer's main billing telephone number.
- 2) The airline distance between any two Rate Centers is determined as follows:
  - a. Obtain the "V" (vertical) and "H" (horizontal) coordinates for each Rate Center from the above-referenced NECA tariff.
  - b. Compute the difference between the "V" coordinates of the two rate centers; and the difference between the two coordinates.
  - c. Square each difference obtained in step (b) above.
  - d. Add the square of the "V" difference and the square of the difference obtained in step (c) above.
  - e. Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.

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2. GENERAL REGULATIONS

2.12 SERVING AREA

The Company offers intrastate regulated services within the State of Ohio.

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2. GENERAL REGULATIONS

2.13 TEMPORARY PROMOTIONAL PROGRAMS

The Company may establish temporary promotional programs under which it may waive or reduce non-recurring or recurring charges, to introduce present or potential Customers to a service not previously received by the Customers. The specific terms of each promotional program shall be filed with the Commission within 30 days of its effective date.

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3. TCG LOCAL CALLING AREAS

3.1 TCG Local Calling Exchange Service Areas

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

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

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3. TCG LOCAL CALLING AREAS

3.1 TCG Local Calling Exchange Service Areas (Cont'd)

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

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3. TCG LOCAL CALLING AREAS

3.1 TCG Local Calling Exchange Service Areas (Cont'd)

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

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3. TCG LOCAL CALLING AREAS

3.1 TCG Local Calling Exchange Service Areas (Cont'd)

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

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3. TCG LOCAL CALLING AREAS

3.1 TCG Local Calling Exchange Service Areas (Cont'd)

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

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3.1 TCG Local Calling Exchange Service Areas (Cont'd)

<u>Exchange Area</u>	<u>TCG Local Calling Exchange Areas</u>
Columbiana	Columbiana, East Palestine, Lisbon, Leetonia, New Waterford, North Lima, Rogers, Salem, Youngstown
Columbus	Carroll, Columbus, Alton, Canal Winchester, Dublin, Gahanna, Grove City, Groveport, Harrisburg, Hilliard, Lockbourne, New Albany, Reynoldsburg, Westerville, W. Jefferson, Worthington, London, Ashville, Alexandra, Baltimore, Cheshire Center, Delaware, Johnstown, Kilbourne, Mt. Sterling, Pataskala, Rathbourne, Sunbury, Granville, Resaca, Plain City
Conesville	Conesville, Coshocton, Dresden, West Lafayette
Corning	Corning, New Lexington, Shawnee
Coshocton	Coshocton, Conesville, West Lafayette

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<u>Exchange Area</u>	<u>TCG Local Calling Exchange Areas</u>
Dalton	Dalton, Massillon
Danville	Danville, Hillsboro, Sugar Tree Ridge
Dayton	Dayton Metropolitan Area, Donnelsville, Enon, Franklin, Jamestown, Medway, Middletown, New Carlisle, Spring Valley, Yellow Springs-Clifton, Xenia
Donnelsville	Donnelsville, Dayton Metropolitan Area, Enon, Medway, New Carlisle, North Hampton, Springfield
Dresden	Dresden, Conesville, Zanesville
Dublin	Columbus, Alton, Canal Winchester, Chesire Center, Dublin, Gahanna, Grove City, Groveport, Harrisburg, Hilliard, Lockbourne, New Albany, Reynoldsburg, Westerville, W. Jefferson, Worthington, Delaware, Pataskala, Plain City, Rathbone, Sunbury
Duffy	Duffy, Clarington, Graysville, New Matamoras, Woodsfield

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<u>Exchange Area</u>	<u>TCG Local Calling Exchange Areas</u>
East Liverpool	East Liverpool, Lisbon, Rogers, Salineville, Wellsville
East Palestine	East Palestine, Columbiana, Lisbon, New Waterford, Rogers, Salem, Youngstown
Enon	Enon, Dayton Metropolitan Area, Donnelsville, Springfield, Yellow Springs-Clifton
Fairborn	Dayton Metropolitan Area, Donnelsville, Enon, Medway, New Carlisle, Spring Valley, Yellow Springs-Clifton
Findlay	Findlay
Fletcher-Lena	Fletcher-Lena, Christiansburg, Piqua
Fostoria	Fostoria, New Riegel
Flushing	Flushing, Cadiz, Freeport, Wheeling Zone 8
Franklin	Dayton, Franklin, Miamisburg-West, Carrolton, Middletown
Fremont	Fremont, Lindsey
Fultonham	Fultonham, New Lexington, Roseville, Somerset, Zanesville

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

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<u>Exchange Area</u>	<u>TCG Local Calling Exchange Areas</u>
Greensburg	Greensburg, Akron, Manchester, North Canton, Uniontown
Grove City	Columbus, Alton, Canal Winchester, Dublin, Gahanna, Grove City, Groveport, Harrisburg, Hilliard, Lockbourne, New Albany, Reynoldsburg, Westerville, W. Jefferson, Worthington, Cheshire Center, Mt. Sterling, Pataskala, Rathbone, Sunbury
Groveport	Columbus, Alton, Canal Winchester, Dublin, Gahanna, Grove City, Groveport, Harrisburg, Hilliard, Lockbourne, New Albany, Reynoldsburg, Westerville, W. Jefferson, Worthington, Cheshire Center, Rathbone, Pataskala, Sunbury
Guyan	Guyan, Arabia, Gallipolis, Walnut
Hamilton	Cincinnati Metropolitan Area, Morning Sun, Mason, Oxford
Harrisburg	Columbus, Alton, Canal Winchester, Dublin, Gahanna, Grove City, Groveport, Harrisburg, Hilliard, Lockbourne, New Albany, Reynoldsburg, Westerville, W. Jefferson, Worthington, London, Cheshire Center, Mt. Sterling, Pataskala, Rathbone, Sunbury
Harrison	Cincinnati Metropolitan Area, Mason
Hartville	Hartville, Akron, Canton, Louisville, Marlboro, North Canton, Uniontown

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

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

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

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3.1 TCG Local Calling Exchange Service Areas (Cont'd)

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

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3.1 TCG Local Calling Exchange Service Areas (Cont'd)

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

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3.1 TCG Local Calling Exchange Service Areas (Cont'd)

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

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3. TCG LOCAL CALLING AREAS

3.1 TCG Local Calling Exchange Service Areas (Cont'd)

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

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### 3. TCG LOCAL CALLING AREAS

#### 3.1 TCG Local Calling Exchange Service Areas (Cont'd)

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

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3. TCG LOCAL CALLING AREAS

3.1 TCG Local Calling Exchange Service Areas (Cont'd)

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

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3. TCG LOCAL CALLING AREAS

3.1 TCG Local Calling Exchange Service Areas (Cont'd)

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

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3. TCG LOCAL CALLING AREAS

3.1 TCG Local Calling Exchange Service Areas (Cont'd)

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

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3. TCG LOCAL CALLING AREAS

3.1 TCG Local Calling Exchange Service Areas (Cont'd)

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

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### 3. TCG LOCAL CALLING AREAS

#### 3.1 TCG Local Calling Exchange Service Areas (Cont'd)

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

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3. TCG LOCAL CALLING AREAS

3.1 TCG Local Calling Exchange Service Areas (Cont'd)

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

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#### 4. SPECIAL CONSTRUCTION AND SPECIAL ARRANGEMENTS

##### 4.1 SPECIAL CONSTRUCTION

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

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

#### 4. SPECIAL CONSTRUCTION AND SPECIAL ARRANGEMENTS

##### 4.1 SPECIAL CONSTRUCTION AND SPECIAL ARRANGEMENTS (Cont'd)

###### A. Basis for Charges

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

###### B. Basis for Cost Computation

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

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

4. SPECIAL CONSTRUCTION AND SPECIAL ARRANGEMENTS

4.1 Special Construction (Cont'd)

C. Termination Liability

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

- 1) The maximum termination liability is equal to the total cost of the special facility as determined under C., preceding, adjusted to reflect the redetermined estimate net salvage, including any reuse of the facilities provided.
- 2) The maximum termination liability as determined in paragraph 1) shall be divided by the original term of service contracted for by the Customer (rounded up to the next whole number of months) to determine the monthly liability. The Customer's termination liability shall be equal to this monthly amount multiplied by the remaining unexpired term of service (rounded up to the next whole number of months), discounted to present value at six (6) percent.

D. Extension of Line Facilities

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

E. Term

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

F. Moves, Adds, and Changes

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

## 5. END USER NETWORK ACCESS SERVICES - VOICE

### 5.1 Introduction

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

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

The following End User Network Access Services are offered:

### 5.2 Access to Public Switched Network Services

- A. End User Network Access Services provide a Customer with one voice-grade Port connection to the Company's switched network, each of which enables the Customer to:
- 1) Receive calls from other stations on the public switched telephone network;
  - 2) Access the Company's Local Calling Services as specified in Section 6 of this tariff, Directory Assistance Services as specified in the Section 8, and unregulated services offered by the Company;
  - 3) Access (at no additional charge) the Company's operators and business office for service related assistance; access toll-free telecommunications services such as 800 NPA; and access 9-1-1 service for emergency calling;

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5. END USER NETWORK ACCESS SERVICES - VOICE

5.2 Access to Public Switched Network Services (Cont'd)

A. (Cont'd)

- 4) Access the services of other providers, which utilize the Company's Access Services under the Company's Access and Interconnection Tariff. Customers may presubscribe to another provider's interLATA services in order to originate interLATA calls on a 1 + basis or to receive 800 service from such provider, or may access other providers' intraLATA and interLATA services on an ad hoc basis by dialing the provider's Carrier Identification Code. The Customer is solely liable for charges assessed by other providers for their services; and
- 5) Originate calls to the Dual Party Relay Service (DPRS) which enables deaf, hard-of-hearing or speech-impaired persons using Telephone Devices for the Deaf (TDDs) or similar devices to communicate freely with the hearing population not using TDDs and vice versa. The Company does not impose any charge to end users for access to DPRS, however, persons using this service are liable for applicable per-call charges specified in the Company's tariffs. The Company will provide, at cost, a TDD device to each individual who is certified as deaf or severely hearing or speech impaired by a licensed physician, audiologist or qualified state agency.

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

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5. END USER NETWORK ACCESS SERVICES - VOICE

5.3 Directory Listings

5.3.1 General

- A. Directory Listing regulations and charges specified herein apply to listings in the regular alphabetical list of names of customers.
- B. A listing in the alphabetical section of an appropriate directory is provided without extra charge to each customer (or each main station of a service station company) subscribing to local telephone exchange service.
- C. Listings are intended primarily for the purpose of identification and are limited to information which is essential to such identification. Directories are furnished only as an aid to the use of the telephone service facilities and the Company reserves the right to refuse to insert any listing in its directories which does not facilitate directory service.
- D. The length of any listing is limited to one line by the use of abbreviations when the clearness of the listing and the identification of the customer are not impaired thereby. When more than one line is required to properly list the customer, no additional charge is made.
- E. The Company does not list in the alphabetical section of the telephone directory any name unless it is registered, if and as required by law, and, in any event, unless the customer is actually engaged in a business or in a profession under that name or is generally known by that name. It likewise does not so list any name which is likely to mislead or deceive the public as to the identity of the customer, or which is inserted for advertising purposes, or which is more elaborate than is reasonably necessary to identity of the customer. The company will withdraw any listing which found to violate the above rule.

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5. END USER NETWORK ACCESS SERVICES - VOICE

5.3 Directory Listings Cont'd)

5.3.2 Business Service Listings

- A. Subject to the regulations in 5.3.1, preceding, concerning the use of assumed names, a listing must be the actual name of the individual, partnership, association, corporation, or other organization to whom service is furnished, or the name of a member, officer, employee or representative thereof, or the name of another business which the customer represents, controls or owns.
- B. The listing of a service or commodity or of a trade name of either, such as "Coal, 676 Ohio, 635-3560" is not permitted in the alphabetical section of a directory, but such service or commodity may be a part of the name listed if the latter is validly adopted and actually used by the customer.
- C. When a customer is engaged more than one line of business, only the business by which he is best known will ordinarily be included in the business designation.
- D. Double name listings or the use of titles such as "Pres." , "V-Pres.", "Mgr". etc., as for example, "Garfield Table Supply Co. Walburn Iones, Manager 453-4441" are not permitted.
- E. Listings of telephone in churches will not include in the same listing the name of the church and also that of its pastor or of organizations or societies associated therewith.
- F. A caption listing with indented listings each with its own telephone service different from the main service (or where there is no main service listing) may be provided for names of department, titles, individuals, etc. only if necessary for the efficient use of the service. In such cases, additional charges may apply for the caption listing. Unregulated extra listing service charges apply for the indented listings which are provided for service subscribed for by the same customer at the same address. Indented listings which do not materially add to the information contained in the caption or which merely advertise the extent of the customer business are not permitted. In connection with PBX systems equipped with inward dialing, the direct inward number for individuals, title, departments, etc., may also be listed under the caption listing for the main service with extra listing charges applicable for the indented listings.

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5. END USER NETWORK ACCESS SERVICES - VOICE

5.3 Directory Listings (Cont'd)

5.3.2 Business Service Listings (Cont'd)

- G. Customers having telephone service at business rates at their residence addresses may be given "ofc & r" or "ofc & res" as a designation.

5.3.3 Private Branch Exchange Listings

Private Exchange listings for service installed at business locations are furnished under the regulations specified herein for business, except that, in connection with message rate service at hotels and apartment houses, unregulated Extra Listings at regular charges are available to any permanent guest or tenant residing in the hotel or apartment house.

5.3.4 Rates and Charges

Each End User Network Access Service provides for a single directory listing, at no charge, of the Company station number which is designated as the customer's main billing number.

The Company will provide each End User Network Access service Customer annually at no charge one copy of a printed directory listing all telephone service subscribers (except for unlisted and unpublished numbers) within the Customer's local calling area.

5.4 Interconnection of Interstate Facilities

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

Interconnection is available only to carriers which are certified by the Public Utilities Commission of Ohio to provide intrastate local exchange services.

Local traffic exchange provides the ability for another local exchange provider to terminate traffic on the Company's network. In order to qualify for local traffic exchange, the call must: (a) be originated by an end user of a company that is authorized by the Public Utilities Commission of Ohio to provide local exchange service, and; (b) originate and terminate within a local calling area of the Company.

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5. END USER NETWORK ACCESS SERVICES - VOICE

5.5 Points of Connection

- A. Services terminate at a Point of Connection established by the Company. The Point of Connection will ordinarily be located in the same building as the Customer's or User's Premises; however, a Customer may elect to be served by a Point of Connection in a different building, in which case the Customer is responsible for providing or obtaining, at its own expense, the necessary wire or cable to connect its Premises to the Point of Connection. In a multi-tenant building, the Point of Connection will ordinarily be established in a common area of the building such as an equipment room or wire closet. Customers may connect their transmission facilities, cabling, wiring or terminal equipment to the Company's network at the Point of Connection.
- B. The Company will establish a Point of Connection upon request within a building, campus, or other customer premises located in a Company-served exchange area, if in the Company's opinion it can recoup its up front capital cost, ongoing operational cost and provide a fair return to shareholders from the revenue stream derived from the new Point of Connection. A Point of Connection may be established at any location where the preceding conditions are not satisfied, subject to the rates, terms, and conditions applicable to Special Construction as specified in Section 4 of this tariff.

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6. LOCAL SERVICE

6.1 Description

The following Local Service Options are offered:

PrimePath Business Line Service  
PrimeOne Local Calling Plans

All Local service options are offered to Business Customers only.

- 6.1.1 Usage is timed and rated per call in increments specified in the applicable tariffs and/or service guides. Timing begins with the completion of the connection and ends with the termination of the connection. Partial increments will be rounded up to the next full increment and partial cents will be rounded to the next whole cent, when the billing capability is available.

6.2 Timing of Messages

- A. Unless otherwise indicated, all calls are timed in 6 (six) second increments following the first 18 (eighteen) seconds.
- B. For station to station calls, call timing begins when a connection is established between the calling telephone and the called telephone station.
- C. For person to person calls, call timing begins when connection is established between the calling person and the particular person, station or mobile unit specified or an agreed alternate.
- D. Call timing ends when the calling station "hangs up," thereby releasing the network connection. If the called station "hangs up" but the calling station does not, chargeable time ends when the network connection is released either by automatic timing equipment in the telephone network or by the Company operator.
- E. Calls originating in one time period and terminating in another will be billed the rates in effect at the beginning of six second increments.

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6. LOCAL SERVICE

6.3 Time of Day Designations

Day Hours:	8:00am to 5:00pm
Evening Hours:	5:01pm to 11:00pm
Night Hours:	11:01pm to 8:00am and Weekends

6.4 Service Area

TCG Ohio concurs with the Exchange Service Areas of Ameritech, Cincinnati Bell, and Verizon for the following counties: Athens, Belmont, Boone, Brown, Butler, Carroll, Clark, Clermont, Clinton, Coshocton, Cuyahoga, Delaware, Fairfield, Fayette, Franklin, Gallia, Geauga, Greene, Guernsey, Hamilton, Harrison, Highland, Hocking, Jefferson, Kenton, Lake, Lawrence, Licking, Loraine, Madison, Medina, Meigs, Monroe, Montgomery, Morgan, Muskingum, Noble, Perry, Pickaway, Preble, Ross, Scioto, Summit, Tuscarawas, Union, Warren, and Washington Service Areas Within the State of Ohio.

6.5 Promotional Waiver - Non-Recurring Charges

Non-recurring service charges for the services listed in this section may be waived by the Company for promotional purposes, for periods not to exceed one year. Customer orders for the service which are completed or taken during the promotional period will qualify for the service charge waiver.

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## 7. PRIMEPATH SERVICE\*

### 7.1 Description

PrimePath business line services provide a Customer with one or more analog, voice-grade telephonic communications channel(s) that can be used to place or receive one call at a time. PrimePath business line provides for connection to Customer-provided single-line terminal equipment such as station sets or facsimile machines. Customers utilizing PrimePath business line services must subscribe to a sufficient number of access lines to handle adequately the volume of traffic offered (received or originated) without interfering with any of the services offered by the Company. The number of access lines required to handle adequately such traffic will be determined by Company measurements. In the event that an inadequate number of lines cause interference to one or more other Customers, the Company shall have the right to discontinue service without prior notification to the Customer.

### 7.2 Service Charges

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

In addition to the standard Service Order Charge, the following charges will apply for applicable work performed by the Company after initial installation.

#### A. Feature Change without Dispatch

Non-recurring charges which do not require dispatch of company personnel to change a feature or group of features on a per request basis on an existing TCG service. Feature changes are those that affect the functionality or characteristics of telecommunications services for a business line.

#### B. Feature Change with Dispatch

Non-recurring charges which require dispatch of company personnel to a single site to change a feature or group of features on per site and per hour basis. Feature changes are those that affect the functionality or characteristics of telecommunication services for a business line. Charges are rounded to the nearest work hour with one hour minimum charge.

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

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7. PRIMEPATH SERVICE

7.2. Service Charges (Cont'd)

C. Line Move with Dispatch

Non-recurring charges which requires dispatch of company personnel to a single site to move telecommunications services to an existing TCG business line service on a per site and per hour basis. Moves of a business line pertain to these charges. Charges are rounded to the nearest work hour with a 1 hour minimum.

D. Record Order Charge

Non-recurring charges associated with maintaining information for billing services. Changes to such information are charged a record order charge on a per request basis.

E. Standard Business Line

Standard Business Lines are analog lines with the ability to originate and terminate voice telephone calls.

7.3 Additional Business Local Calling Plans

In addition to PrimePath Service, TCG offers the following Business local calling plans.

PrimeOne Local Calling Plan A  
PrimeOne Local Calling Plan B

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

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## 7. PRIMEPATH SERVICE

### 7.4 PrimePath Easy Rate

PrimePath Easy Rate is a business line package that includes PrimePath business lines with unlimited local usage, Touch Tone, and a set of optional features for a single monthly recurring price. Prime Path Easy Rate is limited to PrimePath analog business lines. This plan is not available on PrimePath Key Lines, PrimePath Trunks, Prime Digital Trunks, PrimeXpress, PrimePlex, PrimeConnect or any services on INCS, Integrated Access, AT&T AccuRing, AT&T UltraAvailable Ring, DEF, or any other local service offering.

Customers must meet the following eligibility criteria and adhere to the restrictions in order to qualify for and maintain PrimePath Easy Rate service:

- A. Customers must agree to purchase a minimum of 100 PrimePath Easy Rate lines and must sign a PrimePath Easy Rate Certification Form identifying each location and telephone number that will be subscribed to the offer.
- B. PrimePath Easy Rate lines may all be in one location or may be distributed across multiple locations where this service is available.
- C. A customer's PrimePath Easy Rate lines can not be ordered or provisioned at the same location (service address) as the same customer's PrimePath Standard lines, if any.
- D. A customer's PrimePath Easy Rate charges can not be billed on the same account as the same customer's any PrimePath Standard lines, if any.
- E. Customers that commit to a term rate plan for PrimePath Easy Rate must maintain all lines on the plan for the duration of the term, and are subject to a minimum retention period equal to the term commitment.

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7. PRIMEPATH SERVICE

7.4 PrimePath Easy Rate (Cont'd)

Customers are required to pay the monthly recurring charge as specified in the Price List whether or not any or all optional features are activated. The monthly recurring line charge includes unlimited local calling, Touch Tone service, and the following optional features: Caller ID (number only), Call Waiting, Call Forwarding Busy, Call Forwarding No Answer, Call Forwarding Variable, Remote Access to Call Forwarding, Three-Way Calling, Speed Calling 8, Repeat Dialing, Call Return, Calling Blocking and Hunting. Features that are not included in the PrimePath Easy Rate offer may be added for the additional standard monthly recurring and/or non-recurring charges as listed in this tariff and/or Service Guide.

A. Monthly Recurring Charge is shown in the Price List.

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7. PRIMEPATH SERVICE

7.5 PrimeOne Local Calling Plan A

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

7.6 PrimeOne Local Calling Plan B

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

7.7 Rate Schedule

A. Non-Recurring Rates

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

PrimePath non-recurring rates are shown in the Price List.

B. Monthly Recurring Rates

PrimePath monthly recurring rates are shown in the Price List.

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7. PRIMEPATH SERVICE\*

7.7 Rate Schedule (Cont'd)

A. Usage Rates

1) Ameritech Ohio Territory -- PrimeOne Usage Discount

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

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

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

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

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## 8. SUPPLEMENTAL SERVICES

### 8.1 Custom Calling Service

#### A. General

The features in this section are made available on an individual basis or as part of multiple feature packages. All features are provided subject to availability; features may not be available with all classes of service. Transmission levels may not be sufficient in all cases.

#### B. Description of Features

##### 1) Caller ID

Caller ID, or Individual Calling Line Identification, delivers calling party information to analog called parties on voice and data calls. Calling party information may indicate the Directory Number of the calling party or may indicate that the number of the calling party is private or unavailable.

##### 2) Caller ID With Name

This feature permits the display of a listed name associated with a telephone number from which the call is being made. The name and number will be delivered to a Customer-provided display device.

#### C. Rates and Charges

- 1) Monthly Rates - Rates for this service are located in the Price List.
- 2) Connection Charges - Connection charges may apply when a customer requests connection to one or more custom calling features. Orders requested for the same customer account made at the same time for the same premises will be considered one request. These charges may not apply if the features are ordered at the same time as other work for the same customer account at the same premises.
- 3) Trial Period - The Company may elect to offer a free or reduced rate trial of any new custom calling feature(s) to prospective customers within 90 days of the establishment of the new feature. See Section 8.8, Service and Promotional Trials.

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## 8. SUPPLEMENTAL SERVICES

### 8.2 Directory Assistance Service

This Section applies to Directory Assistance Service furnished in Ohio by the Company within the Number Plan Area (NPA) served by the customer. It does not apply to directory assistance calls for points outside the NPA in which the caller is located.

#### A. Description

Customers and Users of the Company's End User Network Access Services may obtain directory assistance in determining and obtaining telephone numbers within the NPA in which they subscribe to such service by calling the Directory Assistance operator.

#### B. Rates

Directory Assistance charges apply for all requests for which the Company's facilities are used. Each number requested is charged as shown in the Price List. Requests for information other than telephone numbers will be charged the same rate as shown for the applicable request for telephone numbers.

A Directory Assistance call charged to a calling card or commercial calling card or to a third number will be billed the appropriate operator charge, plus the charge for Directory Assistance.

#### C. No charge applies for:

- 1) Calls for Directory Assistance originating from coin telephones.
- 2) Calls for Directory Assistance from Users who have requested exemption for the Directory Assistance Charge because they are unable to use telephone directories due to physical or mental limitations. To obtain such exemption, the Customer shall provide the name, address, telephone number and nature of the limitation for each individual requiring the exemption. Information contained on the exemption records shall be treated as confidential by the Company. The Customer shall notify the Company when the need for an exemption no longer exists.

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## 8. SUPPLEMENTAL SERVICES

### 8.2 Directory Assistance Service (Cont'd)

D. A credit will be given for calls to Directory Assistance when:

- 1) The Customer experiences poor transmission or is cut-off during the call, the Customer is given an incorrect telephone number, or the Customer inadvertently misdials.
- 2) To receive a credit, the customer must notify the Company operator or Business Office of the problem experienced.

### 8.3 Local Operator Service

Local calls may be completed or billed with the live or mechanical assistance by the Company's operator center. Calls may be billed collect to the called party, to an authorized 3rd party number, to the originating line, or to a valid authorized calling card. Local calls may be placed on a station to station basis or to a specified party (see Person to Person), or designated alternate. Usage charges for local operator assisted calls are those usage charges that would normally apply to the calling party's service and will be equal to or less than those rates charged by the dominant telephone service provider. In addition to usage charges, an operator assistance charge applies to each call.

Refer to the Price List.

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## 8. SUPPLEMENTAL SERVICES

### 8.4 Busy Verification and Interrupt Service

#### A. General

Upon request of a calling party, the Company will verify a busy condition on a called line. An operator will determine if the line is clear or in use and report to the calling party. In addition, the operator will intercept an existing call on the called line if the calling party indicates an emergency and requests interruption.

#### B. Rate Application

A Verification Charge will apply when:

1. The operator verifies that the line is busy with a call in progress, or
- 2) The operator verifies that the line is available for incoming calls.

C. Both a Verification Charge and an Interrupt Charge will apply when the operator verifies that a called number is busy with a call in progress and the customer requests interruption. The operator will interrupt the call advising the called party of the name of the calling party and the called party will determine whether to accept the interrupt call. Charges will apply whether or not the called party accepts the interruption.

D. No charge will apply when the calling party advises that the call is from an official public emergency agency.

#### E. Rates

Refer to the Price List

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8. SUPPLEMENTAL SERVICES

8.5 Customer Requested Service Suspensions

- A. At the request of the customer the Company will suspend incoming and outgoing service on the customer's access line for a period of time not to exceed one year. The equipment is left in place and directory listings are continued during the suspension period without change. At the customer's request, the Company will provide the customer with an intercept recording referring callers to another number.
- B. The company will assess a lower monthly rate for Customer Requested Service Suspension as noted below. However, any mileage charges, monthly cable charges or monthly construction charges are still due, without reduction during the period of suspension.

Period of Suspension Charge

- First Month or Partial Month - Regular Monthly Rate (no reduction)
- Each Add'l. Month (one year limit) - 1/2 Regular Monthly Rate

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8. SUPPLEMENTAL SERVICES

8.6 Connection Charges

A. Restoral Charge

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

Refer to the Price List.

B. Moves, Adds and Changes

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

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

1) Move

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

2) Add

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

3) Change

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

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8. SUPPLEMENTAL SERVICES

8.6 Connection Charges (Cont'd)

C. Customer Not Ready Charge

Where the Company notifies the Customer in advance of possible expenses associated with special arrangements of facilities or equipment, and such expenses are incurred by the Company before its receipt of a cancellation or date change notice from the Customer, or where the Company notifies the Customer in advance of possible special expenses and then incurs an expense for special construction, the Customer may be charged a rescheduling charge equal to the non-recurring charges per arrangement, per reschedule, plus any additional unavoidable expenses the Company incurs as a result of the delay.

8.7 Charges Associated with Premises Visit

A. Terms and Conditions

The customer may ask for an estimate or a firm bid before requesting a Company technician to visit the customers' premises. When an estimate is provided, the estimate is not binding on the Company and the charge to be billed will be based on the actual time (measured in 1/2 hour increments) and materials charges incurred. When a firm bid is provided at customer request, the charge to be billed is the amount quoted to the customer for the work requested. Special Construction charges are identified in Section 4.

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## 8. SUPPLEMENTAL SERVICES

### 8.8 Service and Promotional Trials

#### A. General

The Company may establish temporary promotional programs wherein it may waive or reduce nonrecurring or recurring charges, to introduce a present or potential customer to a service not previously subscribed to by the customer.

#### B. Regulations

- 1) Appropriate notification of the Trial will be made to all eligible customers and to the Commission. Appropriate notification may include direct mail, bill inserts, broadcast or print media, direct contact or other comparable means of notification.
- 2) During a Service Trial, the service is provided to all eligible customers who ask to participate. Customers will be offered the opportunity to decline the trial service both in advance and during the trial. A customer can request that the designated service be removed at any time during the trial and not be billed a recurring charge for the period that the feature was in place. At the end of the trial, customers that do not contact the Company to indicate they wish to retain the service will be disconnected from the service at no charge.
- 3) During a Promotional Trial, the service is provided to all eligible customers who ask to participate. Customers will be notified in advance of the opportunity to receive the service in the trial for free. A customer can request that the service be removed at any time during the trial and not be billed a recurring charge for the period that the service was in place. At the end of the trial, customers that do not contact the Company will be disconnected from the service.
- 4) Customers can subscribe to any service listed as part of a Promotional Trial and not be billed the normal Connection Charge. The offering of this trial period option is limited in that a service may be tried only once per customer, per premises.
- 5) The Company retains the right to limit the size and scope of a Promotional Trial.

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8. SUPPLEMENTAL SERVICES

8.9 Directory Listings

A. General

Customers shall provide the Company with information for all Directory Listings.

The Company will include the Customer's Main Listings in the white and yellow page directories, and offer Additional Listings to the Customer at an additional charge(s). The Customer must identify its Non-Published and Non-Listed business telephone numbers for directory purposes.

The Company is not liable for damages arising from errors or omissions in the making up or printing of directories, in the submission or specification of listing information for purposes of Directory Assistance or other industry databases, or in accepting Listings as presented by the Customer.

If a Customer that subscribes to TCG Local Exchange Services under this tariff for the purpose of resale to other Parties, wishes to obtain Directory Listings for its end users, the Customer must provide the Company with all information necessary for such listings in the form required by the Company. The Company will not accept such information directly from the Customer's end users, and will not gather such information for the Customer. The Company shall not be liable to the Customer's end users for any damages arising from errors or omissions in connection with such Directory Listings.

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8. SUPPLEMENTAL SERVICES

8.9 Directory Listings (Cont'd)

A. General (Cont'd)

1) Main Listings

The Customer will receive one free Main Listing, per location, in the alphabetical section of the directory that serves the Customer's location. Business Customers will receive a single white page and a single yellow page listing.

2) Additional Listings

The term Additional Listing denotes any white page listing, regardless of form, in addition to the Main Listing. A monthly rate applies for each Additional Listing. Additional Listings may be any of the following:

- a. If the Customer is a partnership or a firm, names of partners or members of the firm;
- b. If the Customer is a corporation, names of officers of the Corporation;
- c. For any business establishment, names of associates or employees of the establishment.

Additional Listings also may be the bona fide names of firms or corporations, that the Customer owns or controls or is duly authorized to represent, or names under which business is regularly conducted.

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## 8. SUPPLEMENTAL SERVICES

### 8.9 Directory Listings (Cont'd)

#### B. Non-Published Listings

The following descriptions are applicable to all AT&T Local Exchange Services Customers.

##### 1) General

Non-Published telephone numbers are not listed in directories or Directory Assistance records available to the general public.

##### 2) Regulations

The Company will enable incoming calls only when the calling party places the call by number. The Company will adhere to this practice notwithstanding any claim of emergency the calling party may present. The acceptance by the Company of the Customer's request to refrain from publishing his/her telephone number in the directory does not create any relationship or obligation, direct or indirect, to any other person than the Customer.

In addition to, and not in limitation of, the provisions in this section, the Company's liability, if any, for its gross negligence or willful misconduct or the right of the Customer to seek any legal remedy available for the same is not limited by this tariff. In the absence of gross negligence or willful misconduct with respect to any claim or suit brought by, or other legal remedies available to, the Customer for damages associated with publishing the telephone number of a Non-Published Listing in the directory or disclosing said Listing to any person, the Company's liability, if any, shall not exceed the monthly charges which the Customer may have incurred for that Non-Published Listing for the affected period.

Except as provided above, the Customer indemnifies and saves the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of the Non-Published Listing or the disclosing of said Listing to any person.

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## 8. SUPPLEMENTAL SERVICES

### 8.9 Directory Listings (Cont'd)

#### C. Non-Listed Listings

##### 1) General

Non-Listed telephone numbers are not listed in the directories but are included in Directory Assistance records available to the general public.

##### 2) Regulations

The acceptance by the Company of the Customer's request to refrain from publishing his/her telephone number in the directory does not create any relationship or obligation, direct or indirect, to any other person than the Customer.

In addition to, and not in limitation of, the provisions in this section, the Company's liability, if any, for its gross negligence or willful misconduct or the right of the Customer to seek any legal remedy available for the same is not limited by this tariff. In the absence of gross negligence or willful misconduct with respect to any claim or suit brought by, or other legal remedies available to the Customer for damages associated with publishing the telephone number of Non-Listed Listing in the directory, the Company's liability, if any, shall not exceed the monthly charges which the Customer may have incurred for that Non-Listed Listing for the affected period.

Except as provided above, the Customer indemnifies and saves the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of the Non-Listed Listing.

##### 3) Installation/Change Charge

An Installation/Change Charge is a non-recurring charge applicable to customer-requested changes of a Non-Published or Non-Listed Listing. This charge also applies to the installation of an Non-Published or Non-Listed listing after the initial installation of the Customer's local service. Changes to published listing may be subject to an Installation/Change Charge.

Refer to the Price List.

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8. SUPPLEMENTAL SERVICES

8.10 Primary Interexchange Carrier "PIC" Change Charge

A PIC Change Charge is a non-recurring charge. It applies to existing Local Service customers who request a change in their PIC designation for pre-subscription of IntraLATA service. The charge is applied on a per-line or per trunk basis. When both the IntraLATA and InterLATA designation is changed at the same time, only one PIC change charge applies. If the intraLATA PIC is changed simultaneously with the interLATA PIC, a 50% discount of the intraLATA PIC will apply.

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9. UNIVERSAL EMERGENCY NUMBER SERVICE (911)

9.1 General

This tariff provides for Universal Emergency Number Service (911 Service) which is an arrangement of Company Central Office and trunking facilities whereby any user who dials the number 911 will reach the emergency report center for the telephone from which the number is dialed or will be routed to an operator if all lines to an emergency report center are busy. The telephone user who dials the 911 number will not be charged for the call.

Universal Emergency Number Service (911), is a telephone exchange communication service whereby a Public Safety Answering Point (PSAP) designated by the customer may receive telephone calls dialed to the telephone number 911, from service users within a 911 service district.

The county is the agency that is empowered to establish an emergency telephone district or a 911 service district. The county, upon adoption of the resolution, must act on behalf of the public agencies located within the 911 service district.

Two types of 911 service are offered: Basic 911 (911) and Enhanced 911 Service (E911).

- A. Basic 911 Service: provides for routing all 911 calls originated by telephones having telephone numbers beginning with a given central office prefix code or codes to a single PSAP equipped to receive those calls.
- B. Enhanced 911 Service provides additional features: such as selective routing of 911 calls to a specific PSAP which is selected from the various PSAPs serving customers within that central office area; E911 trunks; Automatic Number Identification and PSAP Data Base Establishment and Update Service.

The 911 calling party waives the privacy afforded by non-listed and non-published service to the extent that the telephone number, address and name associated with the originating access line location are furnished to the PSAP.

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## 9. UNIVERSAL EMERGENCY NUMBER SERVICE (911)

### 9.2 Definitions

Automatic Location Identification (ALI) - an E911 feature that provides the name or address or both associated with the calling party's telephone number (identified by ANI as defined below) to the PSAP for display. Additional telephones with the same number as the calling party's (secondary locations, off-premise extensions, etc.) are identified with the address of the telephone number at the main location.

Automatic Number Identification (ANI) - provides for the telephone number of the calling party to be forwarded to the PSAP.

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

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

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

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

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

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

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9. UNIVERSAL EMERGENCY NUMBER SERVICE (911)

9.2 Definitions (Cont'd)

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

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

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

Universal Emergency Number Service Customer (Customer) - the board of county commissioners is designated as the customer that is legally authorized to subscribe to service and have public safety responsibility by law to respond to telephone calls from the public or emergency police, fire or other emergency services within the telephone central office area arranged for 911 calling. A customer or group of customers may authorize an agent to subscribe to the service, but the agent is not the customer.

9.3 Emergency Telephone Service Charge

The 911 provider will be permitted to recover costs incurred for providing 911 service through the Emergency Telephone Service Charge.

For any Emergency Telephone District (911 service) wishing to recover costs the following shall apply:

- A. The Emergency Telephone Service Charge shall be determined by the designated coordinator of the 911 service district based on the costs and charges submitted by the service suppliers.
  - 1) The amount of the Emergency Service Charge payable monthly by a service user for recurring costs and charges shall not exceed the amount authorized by the Commission.
  - 2) The amount of the Emergency Telephone Service Charge payable monthly by a service user for non-recurring costs and charges shall not exceed the amount authorized by the Commission.

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9. UNIVERSAL EMERGENCY NUMBER SERVICE (911)

9.3 Emergency Telephone Service Charge (Cont'd)

Because the Company's serving boundaries and political subdivisions and 911 service district boundaries may not coincide, the Emergency Telephone Service Charge will be payable by all service users served by a central office providing 911 service.

9.4 Rates and Charges

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

9.5 Rules and Regulations

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

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

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

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

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

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

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

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

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9. UNIVERSAL EMERGENCY NUMBER SERVICE (911)

9.5 Rules and Regulations (Cont'd)

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

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

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

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

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

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

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

9. UNIVERSAL EMERGENCY NUMBER SERVICE (911)

9.5 Rules and Regulations (Cont'd)

The customer agrees to release, indemnify, defend, and hold harmless the Company from any infringement or invasion of the right of privacy or confidentiality of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of 911 service features and the equipment associated therewith, or by any services furnished by the Company in connection therewith, including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing 911 service hereunder, and which arise out of the negligence or other wrongful act of the customer, its user agencies or municipalities, or the employees or agents of any one of them.

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

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

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

The customer shall:

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

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SECTION 10 - CANCELLATION OF SERVICE

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

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LOCAL EXCHANGE SERVICE

Rate Schedule

A. Non-Recurring Rates

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

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

B. Monthly Recurring Rates

Monthly recurring rates include both connection and usage charges.

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

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PRIMEPATH SERVICE

A. Ameritech Ohio Territory

<u>Non-Recurring*</u>		<u>Monthly Recurring Charges</u>			
<u>Business Lines</u>		<u>M-to-M</u>	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>
- Standard	\$25.00*	\$24.90	\$21.85	\$21.55	\$21.40

Service Charges:

- Service Order	\$ 40.00
- Feature Change w/o Dispatch	\$ 30.00
- Multiple Feature Change w/Dispatch	\$125.00 (per hr, 1 hr min.)
- Line Move/Add w/ Dispatch	\$125.00 (per hr, 1 hr min.)
- Record Order Charge	\$ 20.00

Custom Calling Features:

	<u>Per Line Per Month</u>
- Caller ID	\$3.50
- Caller ID With Name	\$9.00

\*Initial installation charges will be waived for new customers, or existing customers adding new locations (not applicable for moves), where service is available, when Customer signs a new contract with a minimum one year term commitment, and selects TCG as the primary carrier for a local and IntraLATA toll calling. If Customer terminates their Term Plan prior to expiration, they will be billed the appropriate installation charge.

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PRIMEPATH SERVICE

B. Cincinnati Bell Territory

	<u>Non- Recurring</u>	<u>Monthly Recurring</u>
<u>Business Lines:</u>		
- Standard Line	\$ 25.00*	\$47.00
<u>Service Charges:</u>		
- Service Order	\$ 40.00	
- Feature Change w/o Dispatch	\$ 5.00	
- Multiple Feature Change w/Dispatch	\$125.00 (per hr, 1 hr min.)	
- Line Move/Add w/ Dispatch	\$125.00 (per hr, 1 hr min.)	
- Record Order Charge	\$ 20.00	
<u>Custom Calling Features:</u>		<u>Per Line Per Month</u>
- Caller ID		\$6.30
- Caller ID With Name		\$9.00

\*Initial installation charges will be waived for new customers, or existing customers adding new locations (not applicable for moves), where service is available, when Customer signs a new contract with a minimum one year term commitment, and selects TCG as the primary carrier for a local and IntraLATA toll calling. If Customer terminates their Term Plan prior to expiration, they will be billed the appropriate installation charge.

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PRIMEPATH SERVICE

C. Usage Rates

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

1.	<u>PrimeOne Calling Plan A</u>	<u>First 10,000 Calls</u>	<u>Each Additional Call</u>
	Charge Per Minute of Use	\$.0650	\$.0800
2.	<u>PrimeOne Calling Plan B</u>	<u>Per Call</u>	
		\$.0720	
	<u>Discount Plan for Calling Plan B</u>	<u>Amount</u>	<u>Discount</u>
		\$0-\$100.00	0%
		\$100.01-\$500.00	0%
		\$500.01-1,000.00	5%
		\$1000.01+	10%

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PRIMEPATH SERVICE

C. Usage Rates (Cont'd)

Ameritech Ohio Territory

1.	<u>PrimeOne Calling Plan A</u>	
	<u>Rate Mileage</u>	<u>Day</u>

		<u>1st Min</u>		<u>Add'l Min.</u>	
	0 - 10	\$0.0360		\$0.0090	
	11 - 22	\$0.0405		\$0.0135	
	23+	\$0.0450		\$0.0180	

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

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

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SUPPLEMENTAL SERVICES

1. Rates and Charges

Connection Charges  
Per Order: \$10.00

2. Directory Assistance Service

Per Number Requested \$1.10

3. Directory Listings

	Monthly Charge	Non-Recurring Installation/Change Charge Per Change
Additional Listing	\$1.50	-
Non-Published Listing	1.50	\$8.00
Non-Listed Listing	1.50	8.00

	Non-Recurring Charge
Installation/Change Charge	\$8.00

4. Local Operator Service

Customer Dialed Calling Card	\$1.50
Person to Person	\$3.79
3rd Number Billed	\$1.79
All other Operator Assistance	\$1.50
Verification Charge, each request	\$ 1.50
Interrupt Charge, each request	\$ 1.50

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SUPPLEMENTAL SERVICES (Cont'd)

5. Restoral Charge

Business \$ 5.00

6. Moves, Adds and Changes

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

7. Charges Associated with Premises Visit

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

8. Added Labor Charge

\$8.00 per 6-minute increment

9. PIC Change Charge\*

- Manual \$ 5.00  
- Electronic \$ 0.00

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

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# EXHIBIT C

## Exhibit C

TCG Ohio has included descriptions of pages that have moved to the new Service Guide on specific pages of the Proposed Tariff. In some cases, sections have been renumbered to make the tariff flow without breaks.



# EXHIBIT D

## Exhibit D

The detariffed elements and services can be located in AT&T's Service Guide at [http://serviceguide.att.com/servicelibrary/business/ext/state\\_tariff\\_buss1.cfm?state=OH](http://serviceguide.att.com/servicelibrary/business/ext/state_tariff_buss1.cfm?state=OH).