



April 8, 2008
Via E-Filing

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Ms. Renée Jenkins, Commission Secretary
Docketing Division
Public Utilities Commission of Ohio
180 East Broad Street, 13th Floor
Columbus, Ohio 43215

RE: Case No. 08-339-TP-ATA
Time Warner Telecom of Ohio, LLC – Private Line Tariff No. 5
Application to Detariff Certain Tier 2 Services

Dear Ms. Jenkins:

In compliance with Case No. 06-1345-TP-ORD attached for filing please find a PDF version of the Application to Detariff Certain Tier 2 Services and to make other changes related to the implementation of the Case No. 06-1345-TP-ORD, submitted on behalf of Time Warner Telecom of Ohio, LLC. In accordance with Rule 4901:1-05(g), and per Staff's instructions the private line tariff has now been replaced with the Company's Pricing Guide No. 3 which is available on the Company's website at: www.twtelecom.com. A copy of the Non-Residential customer notice had been sent to telecomm-Rule16@puc.state.oh.us on the same date the notices were sent to the Company's Customers.

The following documents are included with this filing:

1. Application Form for Detariffing and Related Actions
2. Exhibit A - Superseded Tariff (P.U.C.O. No. 5)
3. Exhibit B – Detariffed Cover Sheet of Superseded Tariff
4. Exhibit C – Summary of Changes
5. Exhibit D – Customer Notice
6. Exhibit E – Customer Notice Affidavit

Any questions you may have regarding this filing may be directed to my attention at (407) 740-3002 or via e-mail at cwrightman@tminc.com. Thank you for your assistance.

Sincerely,

Connie Wightman, Consultant to
Time Warner Telecom of Ohio, LLC

CW/bc

Enclosures

cc: Tammy Chatfield, Time Warner Telecom
file: Time Warner Telecom - OH – Private Line
tms: OHpl0805

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) TRF Docket 90 - 9011 **TP** - **TRF**
Time Warner Telecom of Ohio, LLC) Case No. 08 - 339 **TP** - **ATA**
To Detariff Certain Tier 2 Services and make other changes) **NOTE: Unless you have reserved a Case No. leave the "Case No"**
related to the Implementation of Case No. 06-1345-TP-ORD) **fields BLANK**

Name of Registrant(s) Time Warner Telecom of Ohio, LLC
DBA(s) of Registrant(s) _____
Address of Registrant(s) 4625 West 8th Street, Suite 500, Indianapolis, Indiana 46268
Company Web Address www.twtelecom.com
Regulatory Contact Person(s) Connie Wightman Phone 407-740-8575 Fax 407-740-0613
Regulatory Contact Person's Email Address cwightman@tminc.com
Contact Person for Annual Report Pamela Sherwood Phone 317-713-8977 Fax 317-713-8923
Address (if different from above) Same as above
Consumer Contact Information Pamela Sherwood Phone 1-800-565-8982
Address (if different from above) Same as above

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 checked="" type="checkbox"/> CTS
Business Tier 2 Services	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Residential & Business Toll Services	<input type="checkbox"/>	<input 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"> citation to the appropriate Web Page if any, in accordance with rule 4901:1-6-05(G)(4), and/or copy of other materials and publications to be used to comply with 4901:1-6-05(G)(3).
<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.

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, Time Warner Telecom of Ohio, LLC, and am authorized to make this statement on its behalf. 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) April 8, 2008 at (Location) 2600 Maitland Center Parkway, Suite 300, Maitland, Florida 32751

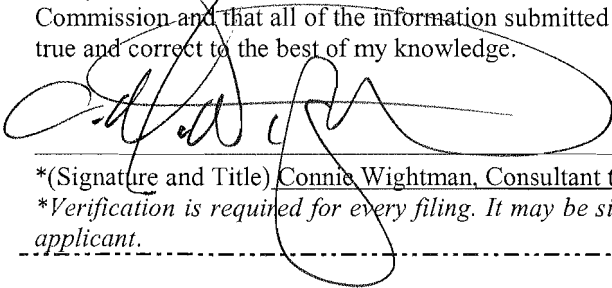

*(Signature and Title) Connie Wightman, Consultant (Date) April 8, 2008
to Time Warner Telecom of Ohio, LLC

- *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, Connie Wightman

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) Connie Wightman, Consultant to Time Warner Telecom of Ohio, LLC (Date) April 8, 2008

**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

TIME WARNER TELECOM OF OHIO, LLC

EXHIBIT A

EXISTING AFFECTED TARIFF PAGES

PRIVATE LINE SERVICES

REGULATIONS, RULES AND SCHEDULE OF INTRASTATE CHARGES
APPLYING TO NETWORK SERVICES BETWEEN
FIXED POINTS IN THE STATE OF OHIO

PRIVATE LINE SERVICE

Issued: June 3, 1999

Effective: June 4, 1999
Case No.98-1611-TP-ATC

Pamela Sherwood, Vice President of Regulatory - Midwest Region
4625 West 86th Street, Suite 500
Indianapolis, IN 46268

PRIVATE LINE SERVICES

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PRIVATE LINE SERVICES

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Issued: December 14, 2005

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Case No.05-1545-TP-ATA

Pamela Sherwood, Vice President of Regulatory - Midwest Region
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Indianapolis, IN 46268

OHP0518

PRIVATE LINE SERVICES

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Case No.06-____-TP-ZTA
OHP0612Pamela Sherwood, Vice President of Regulatory - Midwest Region
4625 West 86th Street, Suite 500
Indianapolis, IN 46268

PRIVATE LINE SERVICES

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Case No.06-____-TP-ZTA
OHP0612Pamela Sherwood, Vice President of Regulatory - Midwest Region
4625 West 86th Street, Suite 500
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PRIVATE LINE SERVICES

CHECK SHEET

The pages of this tariff are effective as of the dates shown on each page. Original and revised pages, as identified below, comprise all changes from the original tariff in effective on the date indicated.

Page	Revision	Page	Revision
1	Original		
2	Original	26	Original
3	Fifth	27	Original
4	Second	28	Original
5	Eighth *	29	Original
6	Seventh *	30	Original
7	Original	31	Original
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17	Original	40.1	Original
18	Original	41	Original
19	Original	42	Original
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22	Original	45	Original
23	Original	46	Original
24	Original	47	Original
25	Original	48	Original
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		50	Original

Issued: August 30, 2006

Effective: August 31, 2006

Case No.06-____-TP-TRF

Pamela Sherwood, Vice President of Regulatory - Midwest Region
4625 West 86th Street, Suite 500
Indianapolis, IN 46268

PRIVATE LINE SERVICES

CHECK SHEET *Cont'd.*

Page	Revision	
51	Original	
52	Original	
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53.2	First	
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53.5	First	
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57	First	
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58	Original	
59	First	
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Issued: August 30, 2006Effective: August 31, 2006
Case No.06-____-TP-TRFPamela Sherwood, Vice President of Regulatory - Midwest Region
4625 West 86th Street, Suite 500
Indianapolis, IN 46268

PRIVATE LINE SERVICES

SECTION 1 - TECHNICAL TERMS AND DEFINITIONS

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.

M - To signify a move in the location of text.

N - To signify new rate or regulation.

R - To signify reduced rate.

S - To signify reissued matter.

T - To signify a change in text but no change in rate regulation.

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Case No.98-1611-TP-ATC

Pamela Sherwood, Vice President of Regulatory - Midwest Region
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PRIVATE LINE SERVICES

SECTION 1 - TECHNICAL TERMS AND DEFINITIONS *Cont'd.*

Certain terms used generally throughout this tariff for the Network Services of this Company are defined below.

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

Application for Service: A standard Company order form which includes all technical and descriptive information which will enable the Company to provide the communication services or facilities, or both, as requested by the applicant and as provided by the Company.

Authorized User: A carrier, person, firm, partnership, association, company, corporation, governmental agency or other entity, which is authorized by the Customer to be connected to the service of the Customer. An Authorized User must be specifically named in the application for service.

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

Channel: A path for electrical transmission of information between two or more stations.

Company: Time Warner Telecom of OHIO, L.L.C., the issuer of this tariff, which is a limited partnership.

Customer: The carrier, person, firm, partnership, association, company, corporation, governmental agency or other entity, which orders service through an Application for Service and is responsible for the payment of charges and compliance with the Company's regulations.

Duplex Service: Service that 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.

Issued: June 3, 1999

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Case No.98-1611-TP-ATC

Pamela Sherwood, Vice President of Regulatory - Midwest Region
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 PRIVATE LINE SERVICES

SECTION 1 - TECHNICAL TERMS AND DEFINITIONS *Cont'd.*

Impaired Service: That portion of service provided to a Customer or Authorized User that is temporarily inoperative during such time as the Company has not been notified of such status or has not been given an opportunity to test and repair.

Individual Contract Basis ("ICB"): A service arrangement in which the regulation, rates and charges are developed based on the specific circumstances of the case and the charges for which are contained in a contract on file and approved by the Public Utilities Commission of Ohio ("PUCO").

Interrupted Service: That portion of service provided to a Customer or Authorized User of which the Company has been notified of a temporary cessation and given an opportunity to test and repair.

Mbps: Megabyte, denotes millions of bits per second.

Network: The Company's transmission facilities, including its fiber optics-based communications system and all other transmission lines and interconnection equipment.

Network Services: The Company's telecommunications services offered on the Company's Network.

Off-Net - Services provided by the Company that are carried in part on the Company's network. (N)

On-Net - Services provided by the Company that are carried entirely on the Company's network. (N)

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.

PUCO: The Public Utilities Commission of Ohio.

Certain material previously found on this page is now located on Page 9.1.

(M)
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(M)

 Issued: March 21, 2002

 Effective: March 21, 2002
Case No.02-____-TP-ZTA
OHP0204

Pamela Sherwood, Vice President of Regulatory - Midwest Region
4625 West 86th Street, Suite 500
Indianapolis, IN 46268

PRIVATE LINE SERVICES

SECTION 1 - TECHNICAL TERMS AND DEFINITIONS *Cont'd.*

One-Way Service: Service which provides for transmission in one direction.

(M)

Station: A premises or point designated by the Customer at which a Channel terminates and where information originates or terminates.

Two-Way Service: Service which provides for transmission and/or reception to or from a station.

(M)

Material now found on this page was previously located on Page 9.

Issued: March 21, 2002

Effective: March 21, 2002

Case No.02-____-TP-ZTA

OHP0204

Pamela Sherwood, Vice President of Regulatory - Midwest Region
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PRIVATE LINE SERVICES

SECTION 2 - REGULATIONS

2.1 Application of Tariff

- 2.1.1 This tariff sets forth the service offerings, rates, terms and conditions applicable to Network Services furnished by the Company to Customers for the intrastate transmission of information originating and terminating within the Cincinnati, Columbus and Dayton LATA boundaries.

To the extent facilities are available, services offered under this tariff are provided by the Company on an On-Net basis. Unless otherwise noted, prices for services offered under this tariff reflect the On-Net price for such services. Where service is provided on an Off-Net basis, additional charges may apply.

(T)
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|
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(T)

The provision of service by the Company as set forth in this tariff does not constitute a joint undertaking with the Customer for the furnishing of any service.

- 2.1.2 This tariff shall be interpreted and governed by the laws of the State of Ohio without regard for its choice of laws provision.

Issued: March 21, 2002

Effective: March 21, 2002
Case No.02-____-TP-ZTA
OHP0204

Pamela Sherwood, Senior Manager-Regulatory
4625 West 86th Street, Suite 500
Littleton, CO 80214

PRIVATE LINE SERVICES

SECTION 2 - REGULATIONS *Cont'd.*

2.2 Undertaking of the Company

2.2.1 Scope

The Company's Services consist of furnishing dedicated communications services by virtue of one-way and/or two-way information transmission between fixed points within the Cincinnati, Columbus and Dayton boundaries. (T)

2.2.2 Shortage of Equipment or Facilities

- A. The Company reserves the right to limit or to allocate assigned transmission paths at its discretion or 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.
- B. The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's fiber optic cable 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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Indianapolis, IN 46268

PRIVATE LINE SERVICES

SECTION 2 - REGULATIONS *Cont'd.*

2.3 Liability of the Company

2.3.1 Services subject to limitations specified in Tariff

Because the Customer has exclusive control of its communications over the facilities furnished by the Company, and because interruptions and errors incident to these services are unavoidable, the services the Company furnishes are subject to the terms, conditions, and limitations specified in this tariff and to such particular terms, conditions, and limitations as the parties may mutually agree by contract.

2.3.2 Damages From Furnishing Services

The liability of the Company for damages arising out of the furnishing of these Services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts of commission or omission, shall be limited to the extension of allowances for interruptions as set forth in 2.13. The extension of such allowances for interruptions shall be the sole remedy of the Customer, Authorized User, or joint user and the sole liability of the Company. The Company will not be liable for any special, consequential, exemplary or punitive damages a Customer may suffer, whether or not caused by the intentional acts or omissions or negligence of the Company's employees or agents. In no event will the Company be liable for interruptions of service caused as a result of routine maintenance, testing or adjustment of facilities.

PRIVATE LINE SERVICES

SECTION 2 - REGULATIONS *Cont'd.*2.3 Liability of the Company *Cont'd.*

2.3.3 Failures Due to Causes Beyond Its Control

The Company shall not be liable for any failure of performance or equipment due to causes beyond its control, including, but not limited to: loss of power, acts of God, fire, flood or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrection; riots, wars; unavailability or rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.

- A. The Company shall not be liable for any act or omission of any entity furnishing to the Company, or to the Company's Customer's facilities or equipment used for or with Network Services that the Company offers. The Company shall not be liable for loss or interruptions in service or for any damages or losses due to the fault or negligence of the Customer or of any Authorized User or due to the failure of malfunction of Customer-provided or Authorized User-provided equipment or facilities or due to the failure of the Customer to fulfill any obligation under this tariff.
- B. The Company shall not be liable for the claims of vendors supplying equipment to Customers of the Company which may be installed at premises of the Company; nor shall the Company be liable for the performance of said vendor or vendor's equipment.

Issued: June 3, 1999Effective: June 4, 1999
Case No.98-1611-TP-ATC

Pamela Sherwood, Vice President of Regulatory - Midwest Region
4625 West 86th Street, Suite 500
Indianapolis, IN 46268

PRIVATE LINE SERVICES

SECTION 2 - REGULATIONS *Cont'd.*2.3 Liability of the Company *Cont'd.*2.3.3 Failures Due to Causes Beyond Its Control *Cont'd.*

- C. 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) including Authorized Users, and for any loss, damage, or destruction of any property, whether owned by the Customer, Authorized Users 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 section as a condition precedent to such installations.
- D. The Company is not liable for any defacement of or damage to the Premises of a Customer or an Authorized User resulting from the furnishing of services or equipment on or at such Premises or the installation or removal thereof, when such defacement or damage is not the result of negligence or willful misconduct on the part of the agents or employees of the Company.

Issued: June 3, 1999Effective: June 4, 1999
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4625 West 86th Street, Suite 500
Indianapolis, IN 46268

PRIVATE LINE SERVICES

SECTION 2 - REGULATIONS *Cont'd.*

2.3 Liability of the Company *Cont'd.*

2.3.3 Failures Due to Causes Beyond Its Control *Cont'd.*

- E. The Company makes no warranties or representations, express or implied either in fact or by operation of law, statutory or otherwise, including warranties of merchantability and fitness for a particular use, except those expressly set forth herein, or through a contract on file and approved by the PUCO
- F. The Company shall be indemnified, defended, held harmless by the end user against any claim, loss or damage arising from the end user's use of services offered under this tariff, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the end user's own communication.

Issued: June 3, 1999

Effective: June 4, 1999
Case No.98-1611-TP-ATC

Pamela Sherwood, Vice President of Regulatory - Midwest Region
4625 West 86th Street, Suite 500
Indianapolis, IN 46268

PRIVATE LINE SERVICES

SECTION 2 - REGULATIONS *Cont'd.*

2.4 Claims

The customer and any authorized or joint users, jointly and severally, shall indemnify and save the Company harmless from claims, loss, damage, expense (including attorneys' fees and court costs), or infringement arising from the use the service; and from claims, loss, damage, expense, or liability for patent infringement arising from: (1) combining with, or using in connection with, facilities the Company furnished facilities the customer, Authorized User, or joint user furnished; or (2) use of facilities the Company furnished in a manner the Company did not contemplate and over which the claims, loss, damage, expense (including attorneys' fees and court costs), or liability arising out of any commission or omission by the customer, Authorized User, or joint user in connection with the service. In the event that any such infringing use is enjoined, the customer Authorized User or joint user, at its option and expense, shall obtain immediately a dismissal or stay or such injunction, obtain a license or other agreement so as to extinguish the claim of infringement, terminate the claimed infringing use, or modify such infringement. In addition and without limitation, the customer, Authorized User, or joint user shall defend, on behalf of the Company and upon request by the Company, any suit brought or claim asserted against the Company for any such slander, libel, infringement, or other claim.

Issued: June 3, 1999Effective: June 4, 1999
Case No.98-1611-TP-ATC

Pamela Sherwood, Vice President of Regulatory - Midwest Region
4625 West 86th Street, Suite 500
Indianapolis, IN 46268

PRIVATE LINE SERVICES

SECTION 2 - REGULATIONS *Cont'd.*

2.5 [Reserved for Future Use]

Issued: June 3, 1999

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Pamela Sherwood, Vice President of Regulatory - Midwest Region
4625 West 86th Street, Suite 500
Indianapolis, IN 46268

PRIVATE LINE SERVICES

SECTION 2 - REGULATIONS *Cont'd.*

2.6 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.

2.7 Provisions of Equipment and Facilities

2.7.1 Scheduling

The Company shall use reasonable efforts to make the Company's services available to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.

2.7.2 Maintenance of Company Provided Facilities

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

PRIVATE LINE SERVICES

SECTION 2 - REGULATIONS *Cont'd.*

2.7 Provisions of Equipment and Facilities *Cont'd.*

2.7.3 Limitations in Use of Company Provided Facilities

Equipment the Company provides or installs at the 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.

2.7.4 Service Call Charges

The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the Premises of the Customer or Authorized User when the service difficulty or trouble report results from the use of equipment or facilities provided by the Customer or Authorized User.

2.7.5 Company Is Not Responsible for Customer Provided Equipment

The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided or Authorized User-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:

- (a) the transmission of signals by Customer-provided or Authorized User-provided equipment or for the quality of, or defects in, such transmission; or
- (b) the reception of signals by Customer-provided or Authorized User-provided equipment.

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PRIVATE LINE SERVICES

SECTION 2 - REGULATIONS *Cont'd.*

2.8 Nonroutine Installation/Maintenance

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.

2.9 Ownership of Facilities

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

2.10 Prohibited Uses of Company's Service

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

2.10.2 The Company may require applicants for service who intend to use the Company's offerings, for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and PUCO regulations, policies, orders, and decisions.

2.10.3 A Customer, or Authorized 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.

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

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PRIVATE LINE SERVICES

SECTION 2 - REGULATIONS *Cont'd.*

2.11 Obligations of the Customer

2.11.1 The Customer shall be responsible for:

(a) Payment of All Charges

the payment of all applicable charges as set forth in this tariff;

(b) Damage in Use of Company's Facilities

damage to or loss of the Company's facilities or equipment's caused by: 1) the acts or omissions of the Customer or Authorized User; 2) the noncompliance by the Customer or Authorized User with these regulations; or 3) by fire or theft or other casualty on the Premises of the Customer or Authorized User unless caused by the negligence or willful misconduct of the employees or agents of the Company;

(c) Special Provisions to Maintain Company Facilities

providing, as specified from time to time by the Company, any needed personnel, equipment, space and power to operate Company facilities and equipment installed on the Premises of the Customer or Authorized User and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;

PRIVATE LINE SERVICES

SECTION 2 - REGULATIONS *Cont'd.*

2.11 Obligations of the Customer *Cont'd.*

2.11.1 The Customer shall be responsible for: *Cont'd.*

(d) Provision of Rights-Of-Way or Conduits

obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduits necessary for installation of fiber optic cable and associated equipment used to provide Network Services to the Customer or Authorized User from the cable building entrance or the property line of the land on which the structure wherein any termination point or origination point used by the Customer or Authorized User is placed or is located, whichever is applicable, through the point of entry into the structure, throughout the structure, to the location of the equipment space described in 2.11.1(c) preceding.

Any and all costs associated with the obtaining and maintaining of the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by the Company. However, the Company may pass these charges to the Customer if prior agreement to the responsibility of these costs is agreed to by all parties.

PRIVATE LINE SERVICES

SECTION 2 - REGULATIONS *Cont'd.*

2.11 Obligations of the Customer *Cont'd.*

2.11.1 The Customer shall be responsible for: *Cont'd.*

(e) Safe Location From Company Facilities

providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company;

(f) Construction Permits

complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Premises or the rights-of-way for which Customer is responsible under section 2.11.1(d); and obtaining permission for Company agents or employees to enter the Premises of the Customer or Authorized User at any reasonable time for the purpose of installing, inspecting, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;

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PRIVATE LINE SERVICES

SECTION 2 - REGULATIONS *Cont'd.*

2.11 Obligations of the Customer *Cont'd.*

2.11.1 The Customer shall be responsible for: *Cont'd.*

(g) Providing Accessibility for Testing

except as provided-in Section 2.14.1, making Company facilities and equipment available periodically for Company-initiated maintenance purposes at a time agreeable to both the Company and the Customer or Authorized User. No allowance will be made for the period during which service is interrupted for such purposes;

(h) Provision of Electrical Power

providing power required to operate the Company's facilities installed on the premises of the Customer or Authorized User; and

(i) Free of Property Encumbrances

keeping the Company's equipment and facilities located on the Customer's Premises or rights-of-way obtained by the Customer or Authorized User free and clear of any liens or encumbrances relating to the Customer's or Authorized User's use of the Company's services from the location of such equipment and facilities.

PRIVATE LINE SERVICES

SECTION 2 - REGULATIONS *Cont'd.*

2.12 Customer Equipment and Channels

2.12.1 In General

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

2.12.2 Attachment of Equipment to Facilities of the Company

Where Customer-provided terminal equipment is used on the Premises of the Customer or Authorized User, the operating personnel, wiring, electric power, and other costs associated with such equipment shall be provided by and maintained at the expense of the Customer or Authorized User.

The Customer or Authorized User is responsible for ensuring that Customer-provided or Authorized User-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities and complies with the minimum protective criteria set by the Company. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Customer or Authorized User or by the Company at the Customer's or Authorized User's expense.

PRIVATE LINE SERVICES

SECTION 2 - REGULATIONS *Cont'd.*

2.12 Customer Equipment and Channels *Cont'd.*

2.12.3 Interconnection Provisions

Facilities furnished under this tariff may be connected to Customer-provided or Authorized User-provided terminal equipment in accordance with the provisions of this tariff.

2.12.4 Interconnection of Facilities

Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Network Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.

Network 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 and subject to the terms and conditions of this tariff and any technical limitations established by the Company.

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PRIVATE LINE SERVICES

SECTION 2 - REGULATIONS *Cont'd.*2.12 Customer Equipment and Channels *Cont'd.*

2.12.5 Inspections

Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer or Authorized User is complying with the requirements set forth in this tariff for the installation, operation, and maintenance of Customer-provided or Authorized User-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.

If the protective requirements for Customer-provided or Authorized User-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer or Authorized User promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer or Authorized User must take this corrective action and notify the Company of the action taken. If the Customer or Authorized User fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm at the customer's expense.

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PRIVATE LINE SERVICES

SECTION 2 - REGULATIONS *Cont'd.*

2.13 Payment Arrangements

2.13.1 Payment for Service

The Customer is responsible for the payment of all charges for facilities and services furnished to the Customer or to authorized or Joint Users.

Regarding the manner in which the creditworthiness of service applicants is established, as well as the manner in which disconnection of service for nonpayment of charges occurs, the Company will comply with the Selective Access Policy adopted by the Public Utilities Commission of Ohio and codified in the MTSS.

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A. Taxes

The Customer is responsible for the payment of all state, local and E911 taxes, surcharges, utility fees, or other similar fees (i.e., gross receipts tax, sales tax, municipal utilities tax) that may be levied by a governing body or bodies in conjunction with or as a result of the service furnished under this tariff. These charges may appear as separate line items on the Customer's bill, as opposed to being included in the rates contained in the tariff. Any such line item charges will be reflected in the Company's tariff. The Company shall not assess separately any fees or surcharges, other than government approved sales taxes, without first seeking Commission approval under the appropriate procedures required by the commission's Local Service Guidelines, Case NO. 95-845-TP-COI.

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PRIVATE LINE SERVICES

SECTION 2 - REGULATIONS *Cont'd.*

2.13 Payment Arrangements *Cont'd.*

2.13.1 Payment for Service

B. Billing and Collection of Charges *Cont'd.*

1. Non-recurring charges for installations, moves, and rearrangements, are due and payable upon presentment of an invoice to the Customer. No installation or other service work shall be performed by the Company until payment has been received for all non-recurring installation charges.
2. Recurring charges are due and payable upon presentment of an invoice to the Customer for the service or facility furnished. A service or facility may be discontinued for nonpayment of a bill pursuant to MTSS Rule, 4901:1-5-19. Unless otherwise determined by the Commission, such bill may be deemed to be correct and binding upon the Customer.
3. Billing starts on the day after the service or facility becomes available for use. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued. Monthly charges will be billed one month in advance, except where prohibited by law or as otherwise provided in this tariff. Taxes will be separately stated on the Customer's bill.

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 PRIVATE LINE SERVICES

SECTION 2 - REGULATIONS *Cont'd.*2.13 Payment Arrangements *Cont'd.*2.13.1 Payment for Service *Cont'd.*B. Billing and Collection of Charges *Cont'd.*3. *Cont'd.*

- (a) If the Company receives any portion of the payment after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment penalty shall be due to the Company. A late payment charge of 1.5% per month, for bills not paid within thirty (30) days of receipt, is not applicable to subsequent rebilling of any amount to which a late payment charge has already been applied. Late payment charges are to be applied without discrimination.

- (b) Objections to billed charges must be reported to the Company within eighteen months of receipt of billing. Claims must include all supporting documentation and may be submitted online at <http://customers.twtelecom.com/disputes/> or by telephone at 1-800-565-8982. The Company shall make adjustments to the Customer's invoice to the extent that circumstances existing which reasonably indicate that such changes are appropriate.

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If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Public Utilities Commission of Ohio in accordance with the Commission's rules of procedure. The address of the Commission is as follows:

Public Utilities Commission of Ohio
180 East Broad Street, Tenth Floor
Columbus, Ohio 43215-3793

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PRIVATE LINE SERVICES

SECTION 2 - REGULATIONS *Cont'd.*

2.13 Payment Arrangements *Cont'd.*

2.13.2 Minimum Payment Period

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.

2.13.3 Deposits

To safeguard its interests, the Company may require the Customer to make a deposit to be held as a guarantee for the payment of charges in accordance with Rule 4901:1-17-05 and MTSS Rule 4901: 1-5-14 of the Ohio Administrative Code. A deposit may be required if the Customer's financial condition is not acceptable to the Company or is not a matter of general knowledge. 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 two (2) month's charges for tariffed services plus 30% of the monthly estimated charge for a specified Customer or; two (2) month's charges for a service or facility which has a minimum payment period of one month.

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

Deposits held for 180 days or longer will accrue interest in accordance with Rule 4901:1-17-05 of the Ohio Administrative Code. Deposits held for less than 180 days will not accrue interest. Deposits held for a full 12 month period of satisfactory payment by the Customer will be returned with interest.

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PRIVATE LINE SERVICES

SECTION 2 - REGULATIONS *Cont'd.*2.13 Payment Arrangements *Cont'd.*

2.13.4 Returned Item Charge

A charge will be assessed for any check or other form or payment returned by the drawee bank or other financial institution for insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank of financial institution. This charge will be assessed in addition to any charges assessed by the drawee bank or any other financial institution.

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Minimum	Maximum
\$10.00	\$30.00

2.13.5 False Callout Charge

The Customer is liable for a minimum service charge for each visit by a Company agent or employee to the Premises of the Customer or Authorized User if it has been determined that the problem is beyond the Network Interface Device and exists on the Customer's premises.

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Minimum	Maximum
\$50.00	\$150.00

2.13.6 Discontinuance of Service

All disconnection situations will be handled in accordance with the Selective Access Policy adopted by the Public Utilities Commission of Ohio and codified in the MTSS.

A) Nonpayment of Charges or Deposits

Upon nonpayment of any charges or deposits owing to the Company, the Company, after complying with the procedures in accordance with MTSS Rule 4901:1-5-17., may, by giving prior written notice to the Customer of at least ten (10) business days or postmarked at least fourteen (14) days in advance, discontinue or suspend service under this tariff without incurring any liability.

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OHP0518

PRIVATE LINE SERVICES

SECTION 2 - REGULATIONS *Cont'd.*2.13 Payment Arrangements *Cont'd.*2.13.6 Discontinuance of Service *Cont'd.*

B) Violation of the Terms and Conditions of This Tariff

Upon violation of any of the other terms or conditions for furnishing service under this tariff, or upon any prohibited or improper use of the Network or the Company's facilities or other violation by the Customer or any Authorized User of any applicable laws or the rules and regulations, or upon objection to continuance of service made by or on behalf of any governmental authority, the Company may, by giving thirty (30) days prior written notice to the Customer, or such shorter notice as is required by law, discontinue or suspend service under this tariff without incurring any liability.

C) Condemnation of Facilities

Upon condemnation of all or any material portion of the facilities used by the Company to provide service to a Customer or in the event a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company may discontinue or suspend service under this tariff without incurring any liability.

D) Customer Filing for Bankruptcy or Reorganization

Upon the Customer's filing for bankruptcy or reorganization, or failing to discharge an involuntary petition therefor within the time permitted by law, the Company may immediately discontinue or suspend service under this tariff without incurring any liability.

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PRIVATE LINE SERVICES

SECTION 2 - REGULATIONS *Cont'd.*

2.13 Payment Arrangements *Cont'd.*

2.13.6 Discontinuance of Service *Cont'd.*

E) Responsibility by Customer of Remaining Term Costs

Upon the Company's discontinuance of service to the Customer under section A) or B), the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the minimum term for which such services would have otherwise been provided to the Customer to be immediately due and payable.

(T)

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OHP0303

PRIVATE LINE SERVICES

SECTION 2 - REGULATIONS *Cont'd.*2.13 Payment Arrangements *Cont'd.*

2.13.7 Cancellation of Application for Service

If the Customer cancels its order for service prior to the service due date, an Order Cancellation Charge will apply. The Company reserves the right to assess any documented charges from a third party that are directly associated with the Customer's request to cancel the service order.

Order Cancellation Charge	Minimum	Maximum
per circuit or 25% of the monthly recurring rate for the cancelled circuit, whichever is higher	\$50.00	\$200.00

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OHP0303

PRIVATE LINE SERVICES

SECTION 2 - REGULATIONS *Cont'd.*

2.13 Payment Arrangements *Cont'd.*

2.13.8 Modification of Service Order

If the Customer requests a change in the service order after receipt of a firm order confirmation (excluding requests to expedite the due date as provided by Section 2.17 of this tariff), an Order Modification Charge will apply. Written requests to delay the due date received less than 72 hours prior to the due date shall not result in the delay of billing monthly recurring charges. The Company reserves the right to assess any documented charges from a third party that are directly associated with the Customer's request to modify the service order. (T)
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	(D)	(D)
Order Modification Charge	(D)	(D)

PRIVATE LINE SERVICES

SECTION 2 - REGULATIONS *Cont'd.*

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PRIVATE LINE SERVICES

SECTION 2 - REGULATIONS *Cont'd.*

- 2.14 Service Level Standards and Allowances for Interruptions in Service (T)
- 2.14.1 General Rules (T)
- A. Interruptions in service, which are not due to the negligence of, or willful acts of, or noncompliance with the provisions of this tariff by, the Customer or an Authorized User, or the operation or malfunction of the facilities, power or equipment provided by the Customer or Authorized User, will be credited to the Customer in accordance with MTSS Rule 4901: 1-5-16 and Rule 4901:1-5-20. (T)
- B. A credit allowance will be made when an interruption occurs because of a failure of any component furnished under this tariff. 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 also begins when the Company detects that the service facility or circuit is impaired and the Customer releases it for testing and repair. The Customer shall make reasonable attempts to ascertain whether the interruption is caused by Customer-provided or Authorized User-provided facilities. 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. (T)
- C. For calculating credit allowances, every month is considered to have thirty (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. (T)

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PRIVATE LINE SERVICES

SECTION 2 - REGULATIONS *Cont'd.*2.14 Service Level Standards and Allowances for Interruptions in Service *Cont'd.* (T)2.14.1 General Rules *Cont'd.* (T)

D. A credit allowance will be given for periods during when service ordered by the Customer is out of service, as specified below. Out of service conditions are defined as complete loss of transmit and/or receive capability. (T)

E. A credit allowance will be given to the Customer and deducted from the Customer's invoice for the next bill cycle. A service interruption begins (for service guarantee) when Customers report a service malfunction to the Company or it was found by the Company, and the interruption is determined to be in the Company's network, and the Customer releases the service for testing and repair. A service interruption ends when the effected circuit is fully operational and accepted by the Customer. (T)
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PRIVATE LINE SERVICES

SECTION 2 - REGULATIONS *Cont'd.*2.14 Service Level Standards and Allowances for Interruptions in Service *Cont'd.* (T)2.14.1 General Rules *Cont'd.* (T)

F. No credit allowance will be made for:

- (a) interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer, Authorized User, or other common carrier providing service connected to the service of the Company;
- (b) interruptions of service during any period in which the Company is not given access to the Premises at which the Company-provided service is interrupted or terminated;
- (c) interruptions of service that occur or continue due to the Customer's failure to authorize replacement of any element of special construction;
- (d) interruptions of service during any period when the Customer or Authorized User has released service to the Company for maintenance purposes or for a change in service arrangements;
- (e) interruptions of service caused in the course of routine maintenance, testing and/or adjustment of the Network or facilities related to the provision of service; and
- (f) interruptions of service caused by non Company-provided equipment or facilities.

G. The amount of credit give in one month may not exceed the monthly recurred charge for the affected service. (N)
(N)

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PRIVATE LINE SERVICES

SECTION 2 - REGULATIONS *Cont'd.*2.14 Service Level Standards and Allowances for Interruptions in Service *Cont'd.*

(N)

2.14.2 Enterprise and Elite Native Local Area Network Services

A. Network Availability

During each calendar month, the Company's On-Net Elite NLAN Services will be available at least 99.999% of the time, and its Enterprise SNLAN Services will be available at least 99.99% of the time ("Network Availability"). If the Company fails to meet these objectives, Customer will receive service outage credits per the tables below. The Service is unavailable when it is not able to transmit and receive data due to the Company's equipment or network ("Service Outage"). Credits are based upon a percentage of the monthly recurring charge ("MRC") for the particular non-performing Service as follows:

1. Elite NLAN Services

Per Service Outage	Percentage Credit
Less than 1 minute (99.999% availability)	No Credit
1 minute up to 4 hours	5% of the MRC
4 hours up to 8 hours	10% of the MRC
8 hours up to 12 hours	15% of the MRC
12 hours up to 16 hours	20% of the MRC
16 hours up to 24 hours	35% of the MRC
24 hours or greater	50% of the MRC

2. Enterprise SNLAN Services

Per Service Outage	Percentage Credit
Less than 5 minutes (99.99% availability)	No Credit
5 minutes up to 4 hours	5% of the MRC
4 hours up to 8 hours	10% of the MRC
8 hours up to 12 hours	15% of the MRC
12 hours up to 16 hours	20% of the MRC
16 hours up to 24 hours	35% of the MRC
24 hours or greater	50% of the MRC

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PRIVATE LINE SERVICES

SECTION 2 - REGULATIONS *Cont'd.*2.14 Service Level Standards and Allowances for Interruptions in Service *Cont'd.*

(N)

2.14.2 Enterprise and Elite Native Local Area Network Services *Cont'd.*

B. On-time Installation

For NLAN Services being provisioned completely on the Company's network, the Company will complete installation within 15 business days from the date the Service Order is received by the Company's Provisioning Network Operations Center ("PNOC"). For Off-net Services (Services provisioned through another provider), the Company will complete installation within 15 business days from the date the Service Order is received by the PNOC, plus the underlying provider's actual installation interval. If the Company fails to meet the installation interval, it will provide Customer with a 50% credit off the installation fee set forth in the applicable Service Order.

C. Special Provisions Applicable to Enterprise SNLAN and Elite NLAN Service Level Standards

Standard maintenance windows are based on the time zone of a city's location and are available at: <http://info.twtelecom.net/info.php?id=1>.

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PRIVATE LINE SERVICES

SECTION 2 - REGULATIONS *Cont'd.*2.14 Service Level Standards and Allowances for Interruptions in Service *Cont'd.*

(N)

2.14.3 Extended Native Local Area Network ("ENLAN") Service

A. Network Availability

The Company's On-Net ENLAN Service will be available to Customer at least 99.99% of the time in a calendar month ("Network Availability") or Customer will receive service outage credits as specified below. A service outage causing Network non-availability is defined as the inability to transmit and receive data due to the Company's equipment or network ("Service Outage"). Credits are based upon a percentage of the monthly recurring charge ("MRC") for the non-performing ENLAN Service as follows:

Per Service Outage	Percentage Credit
Up to 5 minutes (99.99% availability)	No Credit
5 minutes up to 4 hours	5% of the MRC
4 hours up to 8 hours	10% of the MRC
8 hours up to 12 hours	15% of the MRC
12 hours up to 16 hours	20% of the MRC
16 hours up to 24 hours	35% of the MRC
24 hours or greater	50% of the MRC

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SECTION 2 - REGULATIONS *Cont'd.*2.14 Service Level Standards and Allowances for Interruptions in Service *Cont'd.*

(N)

2.14.3 Extended Native Local Area Network ("ENLAN") Service *Cont'd.*

B. Network Latency

The Company's On-Net ENLAN Service will have an average round-trip transmission of 50 milliseconds or less between the Company's designated regional route servers in the forty-eight contiguous United States and an average round-trip transmission of 75 milliseconds or less between the Company's designated regional route servers located in Hawaii and the mainland United States ("Latency"). Latency calculations do not include Customer host to host readings. Upon Customer's request to the Company's Network Reliability Center at 1-800-829-0420 ("CNRC"), the Company will calculate Latency by averaging sample measurements taken during the most recent full calendar month between the Company's designated regional route servers. If the Company fails to meet the applicable Latency objective, credits will be calculated as specified below. Credits are based upon a percentage of the MRC for the non-performing ENLAN Service as follows:

48 Contiguous U.S.	Hawaii	Credits
0 to 50.00 ms	0 to 75.00 ms	No Credit
50.01 to 60.00 ms	75.01 to 85.00 ms	5% of the MRC
60.01 to 65.00 ms	85.01 to 90.00 ms	10% of the MRC
65.01 to 70.00 ms	90.01 to 95.00 ms	15% of the MRC
70.01 to 75.00 ms	95.01 to 100.00 ms	20% of the MRC
75.01 to 80.00 ms	100.01 to 105.00 ms	35% of the MRC
80.01 ms or greater	105.01 ms or greater	50% of the MRC

Optimum TCP throughput may require adjustments to the default TCP stack settings.

Monthly Network Latency and Packet Delivery averages may be viewed at:
www.twtelecom.com/performance/hi_ip_network_overview_performance.html

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PRIVATE LINE SERVICES

SECTION 2 - REGULATIONS *Cont'd.*2.14 Service Level Standards and Allowances for Interruptions in Service *Cont'd.*

(N)

2.14.3 Extended Native Local Area Network ("ENLAN") Service *Cont'd.*

C. Packet Delivery

The Company's On-Net ENLAN Services will have packet delivery of at least 99.5%. Packet Delivery is determined by averaging sample measurements taken during the most recent full calendar month between the Company's designated regional route servers. If the Company fails to meet this objective, credits will be calculated as specified below. Credits are based upon a percentage of the MRC for the non-performing ENLAN Service as follows:

Packet Delivery	Credits
99.5% or greater	No Credit
99% to 99.4%	5% of the MRC
98% to 98.9%	10% of the MRC
97% to 97.9%	15% of the MRC
96% to 96.9%	20% of the MRC
95% to 95.9%	35% of the MRC
Less than 95%	50% of the MRC

Monthly Network Latency and Packet Delivery averages may be viewed at:
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PRIVATE LINE SERVICES

SECTION 2 - REGULATIONS *Cont'd.*2.14 Service Level Standards and Allowances for Interruptions in Service *Cont'd.*

(N)

2.14.3 Extended Native Local Area Network ("ENLAN") Service *Cont'd.*

D. On-time Installation

For ENLAN Services provisioned entirely on the Company's Network, the Company will complete installation within 15 business days after the Service Order is received by its Provisioning Network Operations Center ("PNOC"). For Services provisioned through another provider, the Company will complete installation within 15 business days from the PNOC's receipt of the Service Order, plus the underlying provider's actual installation interval. If the Company fails to meet the installation interval, it will provide Customer with a 50% credit off the installation fee set forth in the applicable Service Order.

E. Special Provisions Applicable to ENLAN Service Level Standards

Standard maintenance windows are based on the time zone of a city's location and are available at: <http://info.twtelecom.net/info.php?id=1>.

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SECTION 2 - REGULATIONS *Cont'd.*2.14 Service Level Standards and Allowances for Interruptions in Service *Cont'd.*

(N)

2.14.4 Transport Services

A. Availability

The Company's On-Net, dedicated, DS-n and SONET OC-n and Optical Wavelength Transport Services ("Transport Services") will be available to Customer at least 99.99% of the time in a calendar month ("Network Availability"), or Customer will receive Service Outage credits as specified below. Customer shall report Service Outages by contacting The Company's Customer and Network Reliability Center at 1-800-829-0420 ("CNRC"). The Company will open a trouble ticket and provide a trouble ticket number for tracking purposes. For the purposes of determining the applicable credit, a Service Outage begins when the trouble ticket is opened and closes when the Service is properly restored.

A service outage causing Network non-availability is defined as the inability to transmit and receive data via the Transport Service due to the Company's equipment or network ("Service Outage").

Standard maintenance windows are based on the time zone of a city's location and are available at the following website: <http://info.twtelecom.net/info.php?id=1>.

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SECTION 2 - REGULATIONS *Cont'd.*2.14 Service Level Standards and Allowances for Interruptions in Service *Cont'd.*

(N)

2.14.4 Transport Services *Cont'd.*

B. Amount of Credit

Credits are based upon a percentage of the MRC for the non-performing Transport Service as follows:

Per Service Outage	Percentage Credit
Under 5 minutes (99.99% availability)	No Credit
5 minutes up to 4 hours	5% of the MRC
4 hours up to 8 hours	10% of the MRC
8 hours up to 12 hours	15% of the MRC
12 hours up to 16 hours	20% of the MRC
16 hours up to 24 hours	35% of the MRC
24 hours or greater	50% of the MRC

For Service Outages lasting 24 hours or greater, Customer will receive the greater of the 50% MRC credit identified above or a credit equal to 1/1440 of the applicable MRC for each 30 minutes of the Service Outage. The aggregate credits provided during any calendar month may not exceed the monthly recurring charge for the non-performing Transport Service. The remedies set forth in this tariff constitute Customer's sole and exclusive remedy in the event of any Service Outage or failure to meet Network Availability.

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SECTION 2 - REGULATIONS *Cont'd.*

2.15 Customers Termination Liability

The applicable termination liability charge is based on the calculation of the unpaid balance of a term obligation and/or the costs associated in providing the specific service type.

(A) Cancellation of a Term Agreement

If a Customer terminates any service at any time prior to the term specified in the applicable contract or service order, the Customer will be responsible for all monthly recurring charges for the balance of the original term.

(B) Cancellation of New Service Contracts

Both the Customer and the Company have the right to cancel a service contract at any time up until commencement of service provided that, if Customer exercises this right, the Customer must (1) reimburse the Company for any out-of-pocket costs incurred by the Company in constructing facilities or otherwise preparing to provide service to that Customer, and (2) indemnify the Company against any damages, losses, claims or penalties resulting from the Company's cancellation of any third-party contract that the Company entered into in order to provide service to that Customer (e.g. Type II services).

PRIVATE LINE SERVICES

SECTION 2 - REGULATIONS *Cont'd.*

2.16 Services Provided Pursuant to Term Agreement

Upon expiration of a term contract, the service term will renew automatically at the same terms and conditions for successive one-year terms unless either party notifies the other 30 days prior to the expiration of the then current term that it wishes to terminate the service.

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PRIVATE LINE SERVICES

SECTION 2 - REGULATIONS *Cont'd.*

2.17 Expedited Due Date Service

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2.17.1 General

Upon acceptance of the Customer's application for service, the company will notify the Customer of the time frame in which service will be installed. When a Customer requests that service be provided in advance of the Company-specified date, and the Company is able to comply, an Expedited Due Date Service charge will apply. The Company reserves the right to assess any documented charges from a third party that are directly associated with the Customer's request to expedite the service order.

2.17.2 Charges

The charge is applicable per exchange, per request and applies in addition to any normal service and installation charges applicable.

Expedited Due Date Charge	Minimum	Maximum
Per DS-1	\$125.00	\$ 500.00
Per DS-3	\$250.00	\$1000.00
Per LAN System	\$500.00	\$2000.00

2.17.2 Limitation of Liability

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 when an established expedited due date is not met by the Company.

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PRIVATE LINE SERVICES

SECTION 2 - REGULATIONS *Cont'd.*

2.18 Negotiated Rates and Competitive Discounts

Customized service packages at Negotiated Rates or Competitive Discounts may be furnished on a case-by-case basis in response to request by Customers of the Company for proposals or for competitive bids. Service offered under this Tariff provision will be provided to Customers pursuant to contract.

Competitive Discounts are available to Customer purchasing services with a contract period of 24 months or greater. Competitive Discounts shall not exceed 30%.

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Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of this Tariff. Specialized rates or charges will be made available to similarly-situated Customers on a nondiscriminatory basis. The Company will consider the following factors when establishing special pricing arrangements: (1) the LATA in which the Customer is located; (2) the horizontal and vertical distance from the central office to the Customer's premises; (3) the availability and location of the network facilities; (4) the type of service; (5) the price of the service; (6) the number of lines (circuits) being used; and (7) the length of the contract terms.

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PRIVATE LINE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS

3.1 Channel Types

3.1.1 Type I Channels

Type I channels are provided where both end-points of a channel are served by the Company's network. Rates for Type I Channels are provided in Section 4 of this tariff.

3.1.2 Type II Channels

Type II Channels are provided where a least one end-point of a channel is served by the network of an entity with whom the Company's network is interconnected; such channels are provided via a combination of the Company's facilities and the facilities of the interconnected entity. Rates for the portions of the service provided over the Company's facilities are based on the Company's cost to interconnect to the facilities of the other carriers. Rates for the portion of the service provided over the facilities of the interconnected entity are based on the rates charged the Company by the interconnected entity. The Company may apply a service charge or mark-up to the rates charged the Company by the interconnected entity.

Due to individual construction requirements and service needs, the rates charged for the installation and provision of Type II Channels will be rendered into specific Customer contracts to be filed with the PUCO per its required review and approval.

PRIVATE LINE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS *Cont'd.*

3.2 Voice Grade Service

Voice Grade Service provides frequency transmission capability in the normal frequency range of 300 to 3000 Hz and may be terminated utilizing two-wire or four-wire circuits.

Nonrecurring and monthly recurring rates apply for each Voice Grade Service furnished by the Company. Typically, three (3) standard rate elements are used in calculating the monthly recurring rate for each service. This service requires a minimum 12-month contract. Where the Company furnishes voice grade service in a significant quantity of circuits to the same Customer, charges will be rendered into specific Customer contracts to be filed with the PUCO per its required review and approval.

3.2.1 Recurring Charges

- A. Channel Charge: This rate element applies to each end-point of a channel. Different charges apply depending on whether the connection is a Type I (on-net) or Type II (off-net) connection (see Section 3.1.2 for Type II). Channel charges include two (2) channel terminations.

		Minimum	Maximum
Type I (on-net)	Two-wire	\$30.00	\$ 90.00
	Four-wire	\$40.00	\$130.00

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SECTION 3 - SERVICE DESCRIPTIONS *Cont'd.*3.2 Voice Grade Service *Cont'd.*3.2.1 Recurring Charges *Cont'd.*

- B. Type II Channel Mileage-Fixed: This rate element applies per channel whenever there is mileage associated with the channel; a channel has mileage associated with it when the end-points of the channel are located in geographic areas normally serviced out of separate telephone company end offices. Different charges apply depending on whether the connection is Type I (on-net) or Type II (off-net) connection (see Section 3.1.2 for Type II).

	Miles	Minimum	Maximum
Type I	Type I (on-net)	N/C	N/C
	over 0	\$25.00	\$75.00

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SECTION 3 - SERVICE DESCRIPTIONS *Cont'd.*3.2 Voice Grade Service *Cont'd.*3.2.1 Recurring Charges *Cont'd.*

- C. Type II Channel Mileage-Per Mile: This rate element applies whenever there is mileage associated with the channel. The unit rate is multiplied by the number of miles (Interoffice Mileage) between the two telephone company end offices which normally serve the geographic areas in which the end-points of the channel are located. Interoffice Mileage is determined according to the V&H coordinates method set forth in the National Exchange Carrier Association, Inc. F.C.C. No. 4. Fractions of a mile are rounded up to the next whole mile before rates are applied. Different charges apply depending on whether the connection is a Type I (on-net) or Type II (off-net) connection (see Section 3.1.2 for Type II).

	Minimum	Maximum
Type I (on-net) per mile	\$0.50	\$1.50

3.2.2 Nonrecurring Charges

A. Installation and Relocation Charge

	Minimum	Maximum
Per voice grade circuit	\$60.00	\$190.00

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SECTION 3 - SERVICE DESCRIPTIONS *Cont'd.*

3.3 Digital Data Service

Digital Data Service is a dedicated full duplex digital channel with line speeds of 2.4, 4.8, 9.6, 19.2, 56 or 64 Kbps. Digital Data Service can be used for data, image, video, or voice applications where there is a need for high quality all digital communications.

Low speed digital data service (DS0-L) includes data transmission speeds of 2.4, 4.8, and 9.6 Kbps.

High speed digital data service (DS0-H) includes data transmission speeds of 19.2, 56 and 64 Kbps.

Nonrecurring and monthly recurring rates apply for each Digital Transmission Service furnished by the Company. Typically, three (3) standard rate elements are used in calculating the monthly recurring rate for each service. This service requires a 12 month contract. Where the Company furnishes digital data service in a significant quantity to the same Customer, charges will be rendered into specific Customer contracts to be filed with the PUCO per its required review and approval.

3.3.1 Recurring Charges

A. Local Distribution Channel Charge

This rate element applies to each end-point of a digital channel. Different charges apply depending on whether the connection is a Type I (on-net) or Type II (off-net) connection (see Section 3.1.2 for Type II). Channel charges include two (2) channel terminations.

		Minimum	Maximum
Type I (on-net)	DS0-L	\$42.00	\$140.25
	DS0-H	\$53.00	\$178.50

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SECTION 3 - SERVICE DESCRIPTIONS *Cont'd.*3.3 Digital Data Service *Cont'd.*3.3.1 Recurring Charges *Cont'd.*

B. Interoffice Channel Mileage-Fixed

This rate element applies per channel whenever there is a mileage associated with the channel; a digital channel has mileage associated with it when the end-points of the channel are located in geographic areas normally serviced out of separate telephone company end offices. Different charges apply depending on whether the connection is Type I (on-net) or Type II (off-net) connection.

Miles		Minimum	Maximum
0	Type I (DS0-L)	N/C	N/C
Over 0		\$26.00	\$78.00
0	Type I (DS0-H)	N/C	N/C
Over 0		\$26.00	\$78.00

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SECTION 3 - SERVICE DESCRIPTIONS *Cont'd.*3.3 Digital Data Service *Cont'd.*3.3.1 Recurring Charges *Cont'd.*

C. Interoffice Channel Mileage Per Mile

This rate element applies whenever there is mileage associated with the channel. The unit rate is multiplied by the number of miles (Interoffice Mileage) between the two telephone company end offices which normally serve the geographic areas in which the end-points of the channel are located. Interoffice Mileage is determined according V&H coordinates method set forth in the National Exchange Carrier Association, Inc. F.C.C. No. 4. Fractions of a mile are rounded up to the next whole mile before rates are applied. Different charges apply depending on whether the connection is a Type I (on-net) or Type II (off-net) connection (see Section 3.1.2 for Type II).

		Minimum	Maximum
Type I (DS0-L)	per mile	\$0.44	\$1.32
Type I (DS0-H)	per mile	\$0.44	\$1.32

3.3.2 Nonrecurring Charges

A. Installation and Relocation Charges

	Minimum	Maximum
Per Digital Data Circuit	\$60.00	\$190.00

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SECTION 3 - SERVICE DESCRIPTIONS *Cont'd.*

3.4 High Capacity Transmission Services

3.4.1 General

High Capacity Transmission Services may be offered over the Company's facilities for the transmission of one-way and two-way communications, and the provision of One-way Service, Two-way Service and Duplex Service. These services will be furnished for transmission of digital signals at operating speeds of 1.544 Mbps, DS1 Service, and 44.736 Mbps, DS3 Service. Digital channels operating at speeds other than 1.544 Mbps or 44.736 Mbps may be provided at the Company's option on a Contract Basis.

3.4.2 DS1 Service

DS1 Service consists of the provision of channels for the transmission of digital signals at an operating speed of 1.544 Mbps and having the following characteristics: Channel charges include two (2) channel terminations.

Line Rate:	1.544 Mbps + 130 ppm
Line Code 1:	Bipolar (alternate mark)
Inversion	
Line Code 2:	Bipolar 8 zero substitution
(BUS)	
Line Impedance:	100 Ohms + 5% balanced
Jitter:	The multiplexer will add not more than 0.3 time slot of rms jitter to a DS1 signal when looped at the DS3 point.

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SECTION 3 - SERVICE DESCRIPTIONS *Cont'd.*3.4 High Capacity Transmission Services *Cont'd.*3.4.2 DS1 Service *Cont'd.*

Monthly Recurring Charge

	Minimum	Maximum
A. Channel Charges	\$104.00	\$346.00
B. Channel Mileage - Fixed	\$ 0.01	\$144.00
C. Channel Mileage - Per Mile	\$ 0.01	\$ 15.95

Nonrecurring Charge

A. Installation and Relocation	\$200.00	\$600.00
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SECTION 3 - SERVICE DESCRIPTIONS *Cont'd.*3.4 High Capacity Transmission Services *Cont'd.*

3.4.3 DS3 Service

DS3 Service consists of the provision of channels for the transmission of digital signals at an operating speed of 44.736 Mbps and having the following characteristics. Channel charges include two (2) channel terminations.

Line Rate:	44.736 Mbps + 20 ppm
Line Code: (B8ZS)	Bipolar 3 zero substitution
Line Impedance:	75 Ohms 5 percent unbalanced

Monthly Recurring Charge

	Minimum	Maximum
A. Channel Charges	\$556.00	\$4,590.00
B. Channel Mileage - Fixed	\$ 0.01	\$1,020.00
C. Channel Mileage - Per Mile	\$ 0.01	\$ 114.75

Nonrecurring Charge

A. Installation and Relocation	\$400.00	\$1,800.00
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SECTION 3 - SERVICE DESCRIPTIONS *Cont'd.*3.4 High Capacity Transmission Services *Cont'd.*

3.4.4 OC-3 Service

OC-3 Service is a high capacity channel for the full duplex synchronous, optical transmission of digital data based on the Synchronous Optical Network (SONET) standard at a rate of 155.52 Mbps. OC-3 Service may be configured with one OC-3c (concatenated), up to 3 STS-1's, or with combinations of asynchronous DS3 or DS1 (VT1.5) payload mapping.

This product is only provided on a Contract Basis and must be filed in contracts approved by the PUCO.

3.4.5 OC-12 Service

OC-12 Service is a high capacity channel for the full duplex, synchronous, optical transmission of digital data based on the Synchronous Optical Network (SONET) standard at a rate of 622.08 Mbps. OC-12 Service may be configured with up to four (4) OC-3's (concatenated), up to 12 STS-1's, or up to 12 asynchronous DS3 payload mapping. DS1 payload mapping can be accommodated via a subtend OC-3 add-drop multiplexer.

This product is only provided on a Contract Basis and must be filed in contracts approved by the PUCO.

PRIVATE LINE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS *Cont'd.*3.4 High Capacity Transmission Services *Cont'd.*

3.4.6 Private Network Transport (PNT)

PNT is a dedicated service designed to delivery DS1, DS3, STS-1, OC-3c, and OC-12 services between multiple locations over a private ring reserved for the Customers' exclusive use. PNT is available in system / ring capacities of OC-3 (155.52 Mbps), OC-12 (622.08 Mbps), and OC-48 (2.488 Gbps). The total PNT bandwidth is dedicated to a single Customer. PNT Customers can also connect standard Company Dedicated Transport Services to the network node of their PNT network.

This product is only provided on a Contract Basis and must be filed in contracts approved by the PUCO.

 PRIVATE LINE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS *Cont'd.*3.4 High Capacity Transmission Services *Cont'd.*

3.4.7 Optional Features

A. Multiplexing

This rate applies where the Customer requests that its services be multiplexed onto higher bandwidth facilities. For example, up to 28 DS1 services can be multiplexed onto a DS3 service.

Monthly Recurring Charge

	Minimum	Maximum
DS1 to Digital Data Service Per arrangement	\$120.00	\$360.00

DS1 to Voice Service Per arrangement	\$120.00	\$360.00
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DS3 to DS1 Per arrangement	\$288.00	\$864.00
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Nonrecurring Charge

Installation and Relocation Charges

	Minimum	Maximum
Per DS1 Circuit	\$200.00	\$600.00
Additional DS1 Circuit at same Location and Time	\$200.00	\$600.00

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SECTION 3 - SERVICE DESCRIPTIONS *Cont'd.*

3.4 High Capacity Transmission Services *Cont'd.*

3.4.8 Native Local Area Network (NLAN Services)

A. Elite NLAN Service (T)

1. Service Description

Elite NLAN Service is an area optical Ethernet transport service which offers full duplex connectivity via native IEEE standard Ethernet interfaces. Service may be provisioned on a Point-to-Point, MultiPoint or Point-to-MultiPoint configuration. (T)
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2. Rates and Charges

Rates and charges are dependent upon the speed and type of connection requested by the Customer and will be determined on an individual case basis.

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SECTION 3 - SERVICE DESCRIPTIONS *Cont'd.*

3.4 High Capacity Transmission Services *Cont'd.*

3.4.8 Native Local Area Network (NLAN Services) *Cont'd.*

B. [Reserved for Future Use]

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SECTION 3 - SERVICE DESCRIPTIONS *Cont'd.*

3.4 High Capacity Transmission Services *Cont'd.*

3.4.8 Native Local Area Network (NLAN Services) *Cont'd.*

C. [Reserved for Future Use]

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PRIVATE LINE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS *Cont'd.*3.4 High Capacity Transmission Services *Cont'd.*3.4.8 Native Local Area Network (NLAN Services) *Cont'd.*

- D. Customer Direct Native Local Area Network Service ("Customer Direct NLAN") (M)(T)
1. Service Description
- Customer Direct NLAN is a point-to-point, unprotected 100M and 1000M Ethernet service. The fiber between the two Customer locations is dedicated to the individual Customer. Troubleshooting and monitoring is accomplished by a Company technician visit.
2. Rates and Charges
- Rates and charges are dependent upon the speed and type of connection requested by the Customer and will be determined on an individual case basis.
- (M)(T)

Certain material now found on this page was previously located on Page 53.1.

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SECTION 3 - SERVICE DESCRIPTIONS *Cont'd.*

3.4 High Capacity Transmission Services *Cont'd.*

3.4.8 Native Local Area Network (NLAN Services) *Cont'd.*

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PRIVATE LINE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS *Cont'd.*3.4 High Capacity Transmission Services *Cont'd.*3.4.8 Native Local Area Network (NLAN Services) *Cont'd.*

E. Enterprise Switched Native Local Area Network (SNLAN) Service (T)

1. Service Description

Enterprise SNLAN Service is a switched Ethernet Service that allows the Customer to access a shared network infrastructure to connect multiple Customer locations in a mesh configuration through standard IEEE 10M, 100M or 1000M Ethernet ports. Multiple Customers traverse the shared physical network infrastructure with traffic from each Customer differentiated from that of another Customer through unique, secure logical connections. (T)

Enterprise SNLAN Service is designed to accommodate both Untagged Customer Ethernet traffic as well as Tagged Customer Ethernet traffic across the Company's network. Customers may select Individual Tag Service (ITS) (T) option or the Unlimited Tag Service (UTS) option. (T)

Individual Tag Service Option:

With ITS, the Customer pays per Tag for each of the Tags they wish to transport across the network. Specific VLAN Tag numbers are available to Customers on a first-come, first-served basis.

Unlimited Tag Service Option:

The Unlimited Tag Service Option allows the Customer to transport as many VLAN Tags and any VLAN Tag numbers desired across the Company network. Additional port charges may apply. This service is also referred to as Unlimited Switched NLAN (USNLAN) service.

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PRIVATE LINE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS *Cont'd.*3.4 High Capacity Transmission Services *Cont'd.*3.4.8 Native Local Area Network (NLAN Services) *Cont'd.*E. Enterprise Switched Native Local Area Network (SNLAN) Service *Cont'd.* (T)1. Service Description *Cont'd.*

Note 1:

Full line rate 1000M Ethernet ports are generally available with the SNLAN service. However, depending on the equipment deployed, only 1000M Ethernet ports with a bandwidth limitation of 622M may be available.

Note 2

Customer Tagged Traffic: The Customer has already Tagged or uniquely applied Ethernet VLAN ID's to their Ethernet traffic for purposes pertinent to the Customer's internal enterprise network. Therefore, this traffic enters the Company's SNLAN network with Tags already attached to the Ethernet frames. This type of traffic is referred to as "Pre-Tagged" or "Customer-Tagged" traffic.

Customer Untagged Traffic: The Customer does not Tag or apply Ethernet VLAN ID's their internal enterprise Ethernet traffic. Therefore, this traffic enters the Company's SNLAN network without Tags already attached to the Ethernet frames. This type of traffic is referred to as Untagged Customer traffic.

2. Rates and Charges

Rates and charges for Enterprise SNLAN Service will be determined on an individual case basis. (T)

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PRIVATE LINE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS *Cont'd.*3.4 High Capacity Transmission Services *Cont'd.*3.4.8 Native Local Area Network (NLAN Services) *Cont'd.*

F. Extended NLAN (E-NLAN) Service

1. Description of Service

The Extended NLAN service is an Ethernet service that provides a managed end-to-end solution.

Extended NLAN is offered over the Company's IP Backbone, encapsulating the Customer traffic using layer 2 tunnels as a best effort service. To transport Ethernet frames across the IP Backbone an Ethernet connection will be made between the NLAN CO Ethernet switch and an aggregation router on the Internet infrastructure. This IP ingress point is responsible for encapsulating Ethernet frames into a layer 2 logical frame. The Customer is responsible for its LAN protocols traversing the Long-Haul NLAN network.

There are two levels of E NLAN service for PTP: Enhanced and Basic. Both of these services are offered in a redundant manner. The redundant offering would mean that an IP Backbone outage would result in packets being rerouted over an alternate path. The enhanced service offering means that capacity for both paths must be reserved for all Customers and a higher Class of Service will be implemented for these Customers. The basic service offering means that the Customer will receive a lower class of service if their traffic needs to be re-routed.

Customer must purchase separately Metro NLAN for each end of the Extended NLAN service.

2. Rates and Charges

Rates and charges are dependent upon the speed and type of connection requested by the Customer and will be determined on an individual case basis.

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PRIVATE LINE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS *Cont'd.*

3.4 High Capacity Transmission Services *Cont'd.*

3.4.8 Native Local Area Network (NLAN Services) *Cont'd.*

G. [Reserved for Future Use]

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PRIVATE LINE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS *Cont'd.*

3.5 ESCON Storage Transport (N)

3.5.1 Service Description

ESCON Storage Transport Product is a point-to point circuit that connects an IBM mainframe at the Customer's location to an off-site storage provider using standard ESCON protocol. Specifically designed for Business Continuity/Disaster Recovery, this service provides the Customer with the ability to back up mission-critical data in real time on a transaction-by-transaction basis.

3.5.2 Minimum/Maximum Rates and Charges

Rates and charges for ESCON Storage Transport will be determined on an individual case basis.

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PRIVATE LINE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS *Cont'd.*

3.4 VPN Access Service

(N)

This service provides an isolated, segmented virtual tunnel between two points on the Company's network. This is a routed connection and requires that the two end points are capable of Network Layer decisions and are on different subnets. The Customer is responsible for providing CPE at its locations. The Customer must purchase a transport product to use this service.

3.4.1 VPN Access Service Maximum Rates and Charges

A. T1

1. 1.5 Mbps

	<u>All Terms</u>
Monthly Recurring Charge	\$1,362.00
Nonrecurring Charge	\$2,000.00
Move Charge	\$2,000.00
Change Charge	\$ 400.00
Restore Charge	\$2,000.00

2. 3 Mbps

	<u>All Terms</u>
Monthly Recurring Charge	\$2,724.00
Nonrecurring Charge	\$4,000.00
Move Charge	\$2,000.00
Change Charge	\$ 400.00
Restore Charge	\$4,000.00

(N)

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SECTION 3 - SERVICE DESCRIPTIONS *Cont'd.*3.4 VPN Access Service *Cont'd.*

(N)

3.4.1 VPN Access Service Maximum Rates and Charges *Cont'd.*A. T1 *Cont'd.*

3. 4.5 Mbps

	<u>All Terms</u>
Monthly Recurring Charge	\$4,084.00
Nonrecurring Charge	\$6,000.00
Move Charge	\$6,000.00
Change Charge	\$ 400.00
Restore Charge	\$6,000.00

4. 6 Mbps

	<u>All Terms</u>
Monthly Recurring Charge	\$5,448.00
Nonrecurring Charge	\$8,000.00
Move Charge	\$8,000.00
Change Charge	\$ 400.00
Restore Charge	\$4,000.00

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PRIVATE LINE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS *Cont'd.*3.4 VPN Access Service *Cont'd.*

(N)

3.4.1 VPN Access Service Maximum Rates and Charges *Cont'd.*

B. DS3

	<u>Mbps</u>	L3VPN Access	
		Nonrecurring <u>Charge</u>	<u>All Terms</u>
1.	3	\$8,000.00	\$1,978.00
2.	6	\$8,000.00	\$2,920.00
3.	9	\$8,000.00	\$3,260.00
4.	12	\$8,000.00	\$3,684.00
5.	15	\$8,000.00	\$4,046.00
6.	18	\$8,000.00	\$4,566.00
7.	21	\$8,000.00	\$4,966.00
8.	24	\$8,000.00	\$5,248.00
9.	27	\$8,000.00	\$5,790.00
10.	30	\$8,000.00	\$5,920.00
11.	33	\$8,000.00	\$6,258.00
12.	36	\$8,000.00	\$6,798.00
13.	39	\$8,000.00	\$7,154.00
14.	42	\$8,000.00	\$7,482.00
15.	45	\$8,000.00	\$7,794.00

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SECTION 3 - SERVICE DESCRIPTIONS *Cont'd.*3.4 VPN Access Service *Cont'd.*

(N)

3.4.1 VPN Access Service Maximum Rates and Charges *Cont'd.*

C. OC3

		Nonrecurring	L3VPN Access
	<u>Mbps</u>	<u>Charge</u>	<u>1 Year</u>
1.	35	\$4,000.00	\$ 6,552.00
2.	45	\$4,000.00	\$ 7,794.00
3.	55	\$4,000.00	\$ 9,046.00
4.	65	\$4,000.00	\$10,294.00
5.	75	\$4,000.00	\$11,542.00
6.	85	\$4,000.00	\$12,796.00
7.	95	\$4,000.00	\$14,020.00
8.	105	\$4,000.00	\$15,020.00
9.	115	\$4,000.00	\$17,020.00
10.	125	\$4,000.00	\$18,512.00
11.	135	\$4,000.00	\$19,020.00
12.	145	\$4,000.00	\$20,000.00
13.	155	\$4,000.00	\$22,912.00

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PRIVATE LINE SERVICES

SECTION 3 - SERVICE DESCRIPTIONS *Cont'd.*3.4 VPN Access Service *Cont'd.*

(N)

3.4.2 VPN Access Service Transport Maximum Rates and Charges

A. T1

1. 1.5 Mbps

	<u>All Terms</u>
Monthly Recurring Charge	\$170.00
Nonrecurring Charge	\$400.00
Move Charge	\$400.00
Change Charge	\$400.00
Restore Charge	\$400.00

2. 3 Mbps

	<u>All Terms</u>
Monthly Recurring Charge	\$341.00
Nonrecurring Charge	\$400.00
Move Charge	\$400.00
Change Charge	\$400.00
Restore Charge	\$400.00

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SECTION 3 - SERVICE DESCRIPTIONS *Cont'd.*3.4 VPN Access Service *Cont'd.*

(N)

3.4.2 VPN Access Service Transport Maximum Rates and Charges *Cont'd.*A. T1 *Cont'd.*

3. 4.5 Mbps

	<u>12 Months</u>
Monthly Recurring Charge	\$560.00
Nonrecurring Charge	\$400.00
Move Charge	\$400.00
Change Charge	\$400.00
Restore Charge	\$400.00

4. 6 Mbps

	<u>12 Months</u>
Monthly Recurring Charge	\$680.00
Nonrecurring Charge	\$400.00
Move Charge	\$400.00
Change Charge	\$400.00
Restore Charge	\$400.00

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SECTION 3 - SERVICE DESCRIPTIONS *Cont'd.*3.4 VPN Access Service *Cont'd.*

(N)

3.4.2 VPN Access Service Transport Maximum Rates and Charges *Cont'd.*

B. DS-3 Transport

	<u>12 Months</u>
Monthly Recurring Charge	\$2,200.00
Nonrecurring Charge	\$400.00
Move Charge	\$400.00
Change Charge	\$400.00
Restore Charge	\$400.00

C. OC-3 Transport

	<u>12 Months</u>
Monthly Recurring Charge	\$3,800.00
Nonrecurring Charge	\$400.00
Move Charge	\$400.00
Change Charge	\$400.00
Restore Charge	\$400.00

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PRIVATE LINE SERVICES

SECTION 4 - RATES

4.1 Voice Grade Service

Where the Company furnishes voice grade service in a significant quantity of circuits to the same Customer, charges will be rendered into specific Customer contracts to be filed with the PUCO per its required review and approval.

4.1.1 Recurring Charges

A.	Channel Charge*	Monthly
	Two Wire	\$52.70
	Four Wire	\$84.32

*Includes Two Channel Terminations

B.	Channel Mileage	Fixed	Per Mile
	0 Miles	N/C	N/C
	Over 0 Miles	\$51.85 (I)	\$1.06 (I)

4.1.2 Nonrecurring Charges (T)

A.	Installation and Relocation Charges	
	Per Voice Grade Circuit	\$125.00

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PRIVATE LINE SERVICES

SECTION 4 - RATES *Cont'd.*

4.2 Digital Data Service

Where the Company furnishes digital data service in a significant quantity of circuits to the same Customer, charges will be rendered into specific contracts to be filed with the PUCO per its required review and approval.

4.2.1 Monthly Recurring Charges

A. Channel Charge*

	12 mos	36 mos	60 mos
DS0-L	\$ 93.50	\$ 88.82	\$ 84.16
DS0-H	\$119.00	\$113.06	\$107.10

*Includes Two Channel Terminations

B. Channel Mileage

		Fixed	Per Mile
DS0-L	0 Miles	N/C	N/C
	Over 0 Miles	\$51.85	\$0.88
DS0-H	0 Miles	N/C	N/C
	Over 0 Miles	\$51.85	\$0.88

4.2.2 Nonrecurring Charges

A. Installation and Relocation Charges

Per Digital Data Circuit	\$175.00
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PRIVATE LINE SERVICES

SECTION 4 - RATES *Cont'd.*

4.3 High Capacity Transmission Services

Where the Company furnishes High Capacity Transmission service in a significant quantity of circuits to the same Customer, charges will be rendered into specific Customer contracts to be filed with the PUCO for its required review and approval.

(T)

4.3.1 DS1 Service Columbus and Dayton

(T)

Monthly Recurring Charges

	12 Mos	36 Mos	60 Mos
A. Channel Charge*	\$280.34	\$219.30	\$207.76
	Fixed	Per Mile	
B. Channel Mileage			
0 Miles	N/C	N/C	
Over 0 Miles	\$85.00	\$ 8.58	

*Includes Two Channel Terminations

Nonrecurring Charges

A. Installation and Relocation Charges	
Per DS1 Circuit	\$400.00
Additional DS1 Circuit at same location and time	\$400.00

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PRIVATE LINE SERVICES

SECTION 4 - RATES *Cont'd.*4.3 High Capacity Transmission Services *Cont'd.*

4.3.2 DS1 Service Cincinnati

Monthly Recurring Charges

	12 Mos	36 Mos	60 Mos
A. Channel Charge*	\$230.84	\$219.30	\$207.76
	Fixed	Per Mile	
B. Channel Mileage			
0 Miles	N/C	N/C	
Over 0 Miles	\$85.00	\$ 5.51(R)	

*Includes Two Channel Terminations

Nonrecurring Charges

A. Installation and Relocation Charges	
Per DS1 Circuit	\$400.00
Additional DS1 Circuit at same location and time	\$400.00

(T)

(T)

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 PRIVATE LINE SERVICES

SECTION 4 - RATES *Cont'd.*4.3 High Capacity Transmission Services *Cont'd.*

4.3.3 DS3 Service Columbus and Dayton.

(T)

Monthly Recurring Charges

A. Channel Charge*

	12 Mos	36 Mos	60Mos
1 st Circuit	\$3,060.00	\$2,040.00	\$1,700.00
2 nd Circuit	\$2,823.70	\$1,453.50	\$1,149.20
3 rd Circuit	\$2,782.90	\$1,421.20	\$1,111.80

*Includes Two Channel Terminations

B. Channel Mileage

	Fixed	Per Mile
0 Miles	N/C	N/C
Over 0 Miles	\$597.96	\$68.00

Nonrecurring Charges

A. Installation and Relocation Charges

Per DS3 Circuit	\$1,200.00
Additional DS3 Circuit at same location and time	\$ 800.00

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PRIVATE LINE SERVICES

SECTION 4 - RATES *Cont'd.*4.3 High Capacity Transmission Services *Cont'd.*

4.3.4 DS3 Service Cincinnati

Monthly Recurring Charges

A. Channel Charge*

	12 Mos	36 Mos	60Mos
1 st Circuit	\$2,250.00(R)	\$2,040.00	\$1,700.00
2 nd Circuit	\$2,210.00(R)	\$1,453.50	\$1,149.20
3 rd Circuit	\$1,956.00(R)	\$1,421.20	\$1,111.80

*Includes Two Channel Terminations

	Fixed	Per Mile
B. Channel Mileage		
0 Miles	N/C	N/C
Over 0 Miles	\$ 646.00 (I)	\$ 38.64 (R)

Nonrecurring Charges

A. Installation and Relocation Charges

Per DS3 Circuit	\$1,200.00
Additional DS3 Circuit at same location and time	\$ 800.00

4.3.5 [Reserved for Future Use]

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PRIVATE LINE SERVICES

SECTION 4 - RATES *Cont'd.*4.3 High Capacity Transmission Services *Cont'd.*

4.3.6 Optional Features and Functions

A.	Multiplexing	Monthly Recurring	Nonrecurring
	DS1 to Digital Data Service Per Arrangement	\$242.00	-
	DS1 to Voice Per Arrangement	\$242.00	-
	DS3 to DS1	\$576.32	
	Installation and Relocation Charges Per DS1 Circuit		\$400.00
	Additional DS1 Circuit At Same Location and Time		\$400.00

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PRIVATE LINE SERVICES

SECTION 4 - RATES *Cont'd.*

4.4 Native Local Area Network Service

Rates and charges for all Native Local Area Network Services will be determined on an Individual Case Basis. (T)

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PRIVATE LINE SERVICES

SECTION 4 - RATES *Cont'd.*

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PRIVATE LINE SERVICES

SECTION 4 - RATES *Cont'd.*

4.5 Miscellaneous Charges

4.5.1	Returned Item Charge		(T)
	Per Returned Item	\$25.00	(T,I*)
4.5.2	False Callout Charge		
	Per Visit	\$100.00	
4.5.3	Service Call Charges		
A.	Regular Business Hours		
	1) \$60.00 / Hour during regular business hours		
	2) \$15.00 / Quarter Hour during regular business hours		
	3) A minimum of One Hour per occasion will be charged on call out		
B.	Off-Business Hours		
	1) \$90.00 / Hour during any off business hours other than Sunday and holidays		
	2) \$22.50 / Quarter Hour during any off business hours other than Sundays and Holidays		
	3) \$120.00 / Hour during Sunday and Holidays		
	4) \$30.00 / Quarter Hour during Sundays and Holidays		

**Correction to typographical Error.*

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PRIVATE LINE SERVICES

SECTION 4 - RATES *Cont'd.*

4.6 Cancellation of Application for Service

Order Cancellation Charge

Per circuit or 25% of the monthly recurring rate for the canceled circuit, whichever is higher.	\$100.00	(T)
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4.7 Order Modification Charge

Order Modification Charge	\$100.00
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4.8. Expedited Due Date Service

Per DS-1	\$ 250.00
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Per DS-3	\$ 500.00
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Per LAN System	\$1000.00
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4.9 ESCON Storage Transport

Rates and charges for EXCON Storage Transport will be determined on an individual case basis.

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PRIVATE LINE SERVICES

SECTION 4 - RATES *Cont'd.*

4.10 VPN Access Service

(N)

4.10.1 VPN Access Service Rates and Charges

A. T1

1. 1.5 Mbps

	<u>12 Months</u>	<u>24 Months</u>	<u>36 Months</u>	<u>60 Months</u>
Monthly Recurring Charge	\$ 681.00	\$600.00	\$518.00	\$439.00
Nonrecurring Charge	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
Move Charge	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
Change Charge	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00
Restore Charge	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00

2. 3 Mbps

	<u>12 Months</u>	<u>24 Months</u>	<u>36 Months</u>	<u>60 Months</u>
Monthly Recurring Charge	\$1,362.00	\$1,200.00	\$1,036.00	\$878.00
Nonrecurring Charge	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
Move Charge	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
Change Charge	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00
Restore Charge	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00

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SECTION 4 - RATES *Cont'd.*4.10 VPN Access Service *Cont'd.*

(N)

4.10.1 VPN Access Service Rates and Charges *Cont'd.*A. T1 *Cont'd.*

3. 4.5 Mbps

	<u>12 Months</u>	<u>24 Months</u>	<u>36 Months</u>	<u>60 Months</u>
Monthly Recurring Charge	\$2,042.00	\$1,800.00	\$1,554.00	\$1,317.00
Nonrecurring Charge	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00
Move Charge	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00
Change Charge	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00
Restore Charge	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00

4. 6 Mbps

	<u>12 Months</u>	<u>24 Months</u>	<u>36 Months</u>	<u>60 Months</u>
Monthly Recurring Charge	\$2,724.00	\$2,400.00	\$2,072.00	\$1,756.00
Nonrecurring Charge	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00
Move Charge	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00
Change Charge	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00
Restore Charge	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00

(N)

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PRIVATE LINE SERVICES

SECTION 4 - RATES *Cont'd.*4.10 VPN Access Service *Cont'd.*

(N)

4.10.1 VPN Access Service Rates and Charges *Cont'd.*

B. DS3

Mbps	L3VPN Access				
	Nonrecurring Charge	1 Year	2 Year	3 Year	5 Year
3	\$4,000.00	\$ 989.00	\$ 873.00	\$ 757.00	\$ 641.00
6	\$4,000.00	\$1,460.00	\$1,000.00	\$ 827.00	\$ 740.00
9	\$4,000.00	\$1,630.00	\$1,571.00	\$1,098.00	\$ 946.00
12	\$4,000.00	\$1,842.00	\$1,421.00	\$1,294.00	\$1,173.00
15	\$4,000.00	\$2,023.00	\$1,519.00	\$1,353.00	\$1,262.00
18	\$4,000.00	\$2,283.00	\$1,853.00	\$1,617.00	\$1,580.00
21	\$4,000.00	\$2,483.00	\$2,062.00	\$1,878.00	\$1,787.00
24	\$4,000.00	\$2,624.00	\$2,278.00	\$2,053.00	\$1,895.00
27	\$4,000.00	\$2,895.00	\$2,394.00	\$2,197.00	\$2,001.00
30	\$4,000.00	\$2,960.00	\$2,412.00	\$2,231.00	\$2,133.00
33	\$4,000.00	\$3,129.00	\$2,620.00	\$2,410.00	\$2,301.00
36	\$4,000.00	\$3,399.00	\$2,836.00	\$2,672.00	\$2,508.00
39	\$4,000.00	\$3,577.00	\$3,058.00	\$2,833.00	\$2,815.00
42	\$4,000.00	\$3,741.00	\$3,268.00	\$3,000.00	\$2,915.00
45	\$4,000.00	\$3,897.00	\$3,304.00	\$3,110.00	\$3,004.00

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PRIVATE LINE SERVICES

SECTION 4 - RATES *Cont'd.*4.10 VPN Access Service *Cont'd.*

(N)

4.10.1 VPN Access Service Rates and Charges *Cont'd.*

C. OC3

L3VPN Access					
<u>Mbps</u>	<u>Nonrecurring Charge</u>	<u>1 Year</u> <u>2 Year</u> <u>3 Year</u> <u>5 Year</u>			
35	\$4,000.00	\$ 3,276.00	\$ 2,709.00	\$2,524.00	\$2,423.00
45	\$4,000.00	\$ 3,897.00	\$ 3,304.00	\$3,110.00	\$3,004.00
55	\$4,000.00	\$ 4,523.00	\$ 3,900.00	\$3,696.00	\$3,584.00
65	\$4,000.00	\$ 5,147.00	\$ 4,495.00	\$4,281.00	\$4,164.00
75	\$4,000.00	\$ 5,771.00	\$ 5,090.00	\$4,868.00	\$4,745.00
85	\$4,000.00	\$ 6,398.00	\$ 5,685.00	\$5,453.00	\$5,325.00
95	\$4,000.00	\$ 7,010.00	\$ 6,281.00	\$6,038.00	\$5,905.00
105	\$4,000.00	\$ 7,510.00	\$ 6,781.00	\$6,538.00	\$6,595.00
115	\$4,000.00	\$ 8,510.00	\$ 7,581.00	\$7,095.00	\$6,895.00
125	\$4,000.00	\$ 9,256.00	\$ 8,067.00	\$7,795.00	\$7,071.00
135	\$4,000.00	\$ 9,510.00	\$ 8,567.00	\$8,250.00	\$8,000.00
145	\$4,000.00	\$10,000.00	\$ 9,500.00	\$8,885.00	\$9,000.00
155	\$4,000.00	\$11,456.00	\$10,125.00	\$9,550.00	\$9,300.00

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PRIVATE LINE SERVICES

SECTION 4 - RATES *Cont'd.*4.10 VPN Access Service *Cont'd.*

(N)

4.10.2 VPN Access Service Transport Rates and Charges

A. T1

1. 1.5 Mbps

	<u>12 Months</u>	<u>24 Months</u>	<u>36 Months</u>	<u>60 Months</u>
Monthly Recurring Charge	\$ 85.00	\$ 75.00	\$ 65.00	\$ 55.00
Nonrecurring Charge	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Move Charge	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Change Charge	\$200.00	\$200.00	\$200.00	\$200.00
Restore Charge	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

2. 3 Mbps

	<u>12 Months</u>	<u>24 Months</u>	<u>36 Months</u>	<u>60 Months</u>
Monthly Recurring Charge	\$170.00	\$150.00	\$130.00	\$110.00
Nonrecurring Charge	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Move Charge	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Change Charge	\$200.00	\$200.00	\$200.00	\$200.00
Restore Charge	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

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PRIVATE LINE SERVICES

SECTION 4 - RATES *Cont'd.*4.10 VPN Access Service *Cont'd.*

(N)

4.10.2 VPN Access Service Transport Rates and Charges *Cont'd.*A. T1 *Cont'd.*

3. 4.5 Mbps

	<u>12 Months</u>	<u>24 Months</u>	<u>36 Months</u>	<u>60 Months</u>
Monthly Recurring Charge	\$255.00	\$225.00	\$195.00	\$165.00
Nonrecurring Charge	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Move Charge	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Change Charge	\$200.00	\$200.00	\$200.00	\$200.00
Restore Charge	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

4. 6 Mbps

	<u>12 Months</u>	<u>24 Months</u>	<u>36 Months</u>	<u>60 Months</u>
Monthly Recurring Charge	\$340.00	\$300.00	\$260.00	\$220.00
Nonrecurring Charge	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Move Charge	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Change Charge	\$200.00	\$200.00	\$200.00	\$200.00
Restore Charge	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

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PRIVATE LINE SERVICES

SECTION 4 - RATES *Cont'd.*4.10 VPN Access Service *Cont'd.*

(N)

4.10.2 VPN Access Service Transport Rates and Charges *Cont'd.*

B. DS-3 Transport

	<u>12 Months</u>	<u>24 Months</u>	<u>36 Months</u>	<u>60 Months</u>
Monthly Recurring Charge	\$1,100.00	\$1,025.00	\$975.00	\$825.00
Nonrecurring Charge	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Move Charge	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Change Charge	\$200.00	\$200.00	\$200.00	\$200.00
Restore Charge	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

C. OC-3 Transport

	<u>12 Months</u>	<u>24 Months</u>	<u>36 Months</u>	<u>60 Months</u>
Monthly Recurring Charge	\$1,900.00	\$1,400.00	\$1,300.00	\$1,100.00
Nonrecurring Charge	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Move Charge	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Change Charge	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00
Restore Charge	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

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PRIVATE LINE SERVICES

SECTION 5 - SPECIAL CONSTRUCTION

5.1 Special Construction Services

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

5.1.2 Special construction is that construction which is undertaken under one or more of the following circumstances:

- (a) where facilities are not presently available and there is no other requirement for the facilities so constructed;
- (b) where the facilities so constructed are of a type other than that which the Company would normally utilize in the furnishing of its services;
- (c) where the facilities so constructed are over a route other than that which the Company would normally utilize in the furnishing of its services;
- (d) where the quantity of facilities requested by the Customer is greater than that which the Company would normally construct;
- (e) where the Customer requests that the facilities be constructed on an expedited basis or in advance of when the facilities would otherwise be constructed;
- (f) where the facilities are provided on a temporary basis pending the availability of permanent facilities;

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PRIVATE LINE SERVICES

SECTION 5 - SPECIAL CONSTRUCTION SERVICES *Cont'd.*5.1 Special Construction Services *Cont'd.*

- (g) where the construction requested involves abnormal costs; and
- (h) where construction of facilities is done in advance of the Company's normal construction schedule.

5.1.3 Construction Charges

Special construction charges will be determined on an individual case basis. Individual contract basis arrangements will be provided to customers in accordance with contracts on file with and approved by the PUCO.

5.2 Individual Case Basis Arrangements

- 5.2.1 The Company may, in response to competitive request for proposal or for non-standard services per 5.2.3, develop a responsive individual contract billing arrangement for services offered in this tariff.
- 5.2.2 Prices quoted in response to such requests may be different from those in effect in this tariff but will be set at a level that is at least equal to the relevant incremental costs for the requested service. Such price will also be available for similarly situated Customers. Appropriate cost support will be submitted to the PUCO if required.
- 5.2.3 An individual contract billing arrangement price quote will be offered to the Customer for acceptance in writing. Such individual contract billing arrangements will specify, among other things, the length of service, minimum volume of service required, and the rates and charges for the proposed service.
- 5.2.4 Individual contract basis arrangements will be provided to customers in accordance with contracts on file with and approved by the PUCO.

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PRIVATE LINE SERVICES

SECTION 6 - PROMOTIONS

6.1 Promotional Offerings

The Company may from time to time engage in special promotional trial service offerings, of limited duration (not to exceed 90 days for non-optional, recurring charges), designed to attract new customers or to increase existing customer awareness of a particular tariff offering. Requests for specific limited duration promotional offerings will be presented to the PUCO for its review in accordance with the rules and regulations established by the PUCO, in the form of an addendum to the Company's tariff.

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PRIVATE LINE SERVICES

SECTION 6 - PROMOTIONS *continued*6.1 Promotional Offerings *continued*

6.1.1 "Free 4 Thirty" (N)

Qualified new End-User, non-carrier Customers who purchase the Company's services pursuant to a 24-month term agreement will receive a voucher to be used for one month's service. The Customer who purchases services for a term of 36 months will receive a voucher for 1.5 months service. Those Customers who purchase services for term of 60 months will receive a voucher for two months service. This offer is subject to the termination liability provisions specified in this tariff. In the event the contract is breached, the voucher is rendered null and void.

The following terms and conditions apply to this offer:

- A. This offer is available only to new end-user Customers. Wholesale and carrier Customers are not eligible to participate.
 - B. This offer is available on a first-come, first-serve basis to the first 150 Customers. The Company reserves the right to limit the number of Customers to which this offer is extended.
 - C. Contracts must be executed before September 10, 2002.
 - D. The amount of the voucher will equal the regular monthly recurring charges for the services ordered at the time the contract is executed. Nonrecurring move/change/restore charges, connection charges, measured and/or message usage charges, toll charges, directory assistance charges, Customer-originated trace charges, off-net charges, taxes, surcharges and franchise fees are not included.
- (N)

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PRIVATE LINE SERVICES

SECTION 6 - PROMOTIONS *continued*6.1 Promotional Offerings *continued*6.1.1 "Free 4 Thirty" *continued*

- E. The Company will specify the month in which the voucher may be redeemed.
- For Customers signing a 24-month contract, the redemption period will be the first month of service.
 - For Customers signing a 36-month contract, the first voucher must be redeemed and applied to the first month of service. The voucher for the remaining half-month of service must be redeemed and applied to the thirteenth month of the contract.
 - For Customers signing a 60-month contract, the first voucher must be redeemed and applied to the first month of service. The second voucher must be redeemed and applied to the thirteenth month of service. The Company will specify the redemption dates upon execution of the contract.
- F. Termination of the service contract will result in the assessment of term liability charges as specified in this tariff. Termination of the service contract during the redemption period will result in the cancellation of the Customer's voucher(s). To the extent a Customer has already redeemed its voucher(s), the redemption value will be added to the amount of the term liability.

(N)

(N)

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PRIVATE LINE SERVICES

SECTION 6 - PROMOTIONS *continued*

6.1 Promotional Offerings *continued*

6.1.1 "Free 4 Thirty" *continued*

- G. The Customer must notify the Company immediately in the event of a lost or stolen voucher. Failure to notify the Company in a timely manner will result in the cancellation of the voucher. Vouchers not redeemed during the specified redemption period will be declared null and void.
- H. This offer may not be used with any other Time Warner Telecom promotion.

(N)

(N)

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PRIVATE LINE SERVICES

SECTION 6 - PROMOTIONS *continued*6.1 Promotional Offerings *continued*

6.1.2 Grand Slam Promotion

(N)

Qualified new End-User, non-carrier, non-ISP Customers who purchase the Company's services pursuant to a 24-month term agreement will receive an invoice credit for one month's service. Customers who purchase services for a term of 36 months will receive an invoice credit for two months service. Customers who purchase services for a term of 60 months will receive an invoice credit for three months service. This offer is subject to the termination liability provisions specified in this tariff. In the event the contract is breached, this offer is rendered null and void.

The following terms and conditions apply to this offer:

- A. This offer is available only to new end-user Customers. Wholesale and carrier customers and Internet Service Providers are not eligible to participate.
- B. This offer is available on a first-come, first-serve basis to the first 200 Customers nationwide. The Company reserves the right to limit the number of Customers to which this offer is extended.
- C. This promotion is effective July 1 through September 30, 2003. Contracts must be executed before September 30, 2003.
- D. The amount of the credit will equal the regular monthly recurring charges for the services ordered at the time the contract is executed. Nonrecurring move/change/restore charges, connection charges, measured and/or message usage charges, toll charges, directory assistance charges, customer originated trace charges, off-net charges, taxes, surcharges and franchise fees are not included.

(N)

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PRIVATE LINE SERVICES

SECTION 6 - PROMOTIONS *continued*6.1 Promotional Offerings *continued*6.1.2 Grand Slam Promotion, *continued*

- E. The Company will specify the month in which the credit will be issued.
- For Customers signing a 24-month contract, the credit will be issued in the second month (after payment of the first invoice).
 - For Customers signing a 36-month contract, the first credit will be issued in the second month (after payment of the first invoice). The second credit will be issued in the 13th month of the service term.
 - For Customers signing a 60-month contract, first credit will be issued in the second month (after payment of the first invoice). The second credit will be issued in the 13th month of the service term. The third credit will be issued in the 25th month of the service term.
- F. Termination of the service contract will result in the assessment of term liability charges as specified in this tariff. Termination of the service contract during the redemption period will result in the cancellation of the Customer's credit(s). To the extent a Customer has already received its credit(s), the amount of the credit(s) issued will be added to the amount of the term liability.
- G. This offer may not be used with any other Time Warner Telecom promotion.

(N)

(N)

PRIVATE LINE SERVICES

SECTION 6 - PROMOTIONS *continued*

6.1 Promotional Offerings *continued*

6.1.3 On-Net Promotion

A. Promotion Description

This promotion offers a one-month service credit to eligible Customers located in existing On-Net buildings who purchase any service with a monthly recurring charge and a service term of at least 24 months.

B. Terms and Conditions

1. Internet Service Providers and carrier Customers are not eligible to receive this promotion.
2. Customers in Off-Net buildings or areas not currently On-Net are not eligible for this promotion.
3. The promotional service credit will be applied against the monthly recurring charge for the purchased service.
4. This promotion is effective through June 30, 2007. Service must be installed no later than two months after the date of the service order. (T)
5. Local usage fees for measured and message rated service are not included in the promotional price.
6. Applicable taxes and surcharges, including Federal Subscriber Line Charge, will be billed at standard rates.
7. All monthly recurring charges will be billed in advance of service.
8. Inclusion of early termination liability by the Company in its tariff or a contract does not constitute a determination by the Commission that the termination liability imposed by the Company is approved or sanctioned by the Commission. Customers shall be free to pursue whatever legal remedies they may have should a dispute arise.

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PRIVATE LINE SERVICES

SECTION 6 - PROMOTIONS *continued*

6.1 Promotional Offerings *continued*

6.1.3 On-Net Promotion

B. Terms and Conditions

9. This promotion may not be combined with any other promotional offer except the On-Net Satisfaction Guarantee.
10. If combined with the On-Net Satisfaction Guarantee, the Customer's promotional service credit may not exceed the total amount billed for the applicable Service.

(N)

(N)

PRIVATE LINE SERVICES

SECTION 6 - PROMOTIONS *continued*

6.1 Promotional Offerings *continued*

6.1.4 On-Net Satisfaction Guarantee

A. Promotion Description

This promotion allows eligible new Customers in existing On-Net buildings to disconnect any service for any reason within the first 30 days of service without incurring termination liability.

B. Terms and Conditions

1. This offer is available only to new eligible Customers and existing eligible Customers purchasing new services in existing On-Net buildings.
2. Internet Service Providers and carrier Customers are not eligible to receive this promotion.
3. Customers in Off-Net buildings or areas not currently On-Net are not eligible for this promotion.
4. Customers who wish to invoke the On-Net Satisfaction Guarantee must notify the Company of their desire to terminate service in writing within 30 days of service installation. The Customer is responsible for all service charges incurred up to the date of disconnection.
5. This promotion is effective through June 30, 2007. Service must be installed no later than two months after the date of the service order. (T)
6. All monthly recurring charges will be billed in advance of service.
7. Inclusion of early termination liability by the Company in its tariff or a contract does not constitute a determination by the Commission that the termination liability imposed by the Company is approved or sanctioned by the Commission. Customers shall be free to pursue whatever legal remedies they may have should a dispute arise.
8. This promotion may not be combined with any other promotional offer other than the "On-Net Promotion".

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PRIVATE LINE SERVICES

SECTION 6 - PROMOTIONS *continued*6.1 Promotional Offerings *continued*

6.1.5 CCS Renewal Promotion

(N)

A. Promotion Description

This promotion allows existing eligible Customers to receive up to a two-month service credit upon renewing any service except Local Loop.

B. Terms and Conditions

1. This offer is available only to existing eligible Customers who renew a qualified service within the Company's standard renewal window on a term commitment contract.
2. The eligible Customer who orders service for a 24 month term will receive a credit equal to one month's monthly recurring charge for the service ordered. The eligible Customer who orders service for a 36 month term (or longer) will receive a credit equal to two months' monthly recurring charges for the service ordered.
3. Internet Service Providers and carrier Customers are not eligible to receive this promotion.
4. Local usage fees for measured and message rated service, directory assistance, taxes, surcharges and other items that do not have a monthly recurring charge are not eligible for the promotion.
5. This promotion is effective through December 31, 2006. Service must be installed no later than two months after the date of the service order.
6. All monthly recurring charges will be billed in advance of service.
7. Inclusion of early termination liability by the Company in its tariff or a contract does not constitute a determination by the Commission that the termination liability imposed by the Company is approved or sanctioned by the Commission. Customers shall be free to pursue whatever legal remedies they may have should a dispute arise.
8. This promotion may not be combined with any other promotional offer.

(N)

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PRIVATE LINE SERVICES

SECTION 6 - PROMOTIONS *continued*6.1 Promotional Offerings *continued*

6.1.6 Up-Sell Free Month Promotion

(N)

A. Promotion Description

This promotion offers a one- or two-month service credit to renewing Customers who purchase services in a new Company product category (i.e., a product category in which Customer currently has no Company services). Customers who purchase additional services with a contract term of 24 months are eligible to receive a credit equal to one month's recurring charges for the new services. Customers who purchase additional services with a contract term of 36 months or longer are eligible to receive a credit equal to two months' recurring charges for the new services.

B. Terms and Conditions

1. The Company's product categories are as follows: Voice; Integrated Services; Internet; and Data/Transport.
2. Internet Service Providers and carrier customers are not eligible to receive this promotion.
3. Credit will be applied at the beginning of the contract term. Only products with a monthly recurring charge are eligible for the credit. Usage, taxes and surcharges are no eligible for credit.
4. This promotion is effective through December 31, 2006. Service must be installed no later than two months after the date of the service order.
5. Applicable taxes and surcharges, including Federal Subscriber Line Charge, will be billed at standard rates.
6. All monthly recurring charges will be billed in advance of service.
7. Termination liability as described elsewhere in this tariff applies to early termination.
8. This promotion may not be combined with any other promotional offer.

(N)

PRIVATE LINE SERVICES

SECTION 6 - PROMOTIONS *continued*6.1 Promotional Offerings *continued*

6.1.6 2007 CCS Renewal Promotion

(N)

A. Promotion Description

This promotion allows existing eligible Customers to receive up to a two-month service credit upon renewing any service except Local Loop.

B. Terms and Conditions

1. This offer is available only to existing eligible Customers who renew a qualified service within the Company's standard renewal window on a term commitment contract.
2. The eligible Customer who orders service for a 24 month term will receive a credit equal to one month's monthly recurring charge for the service ordered. The eligible Customer who orders service for a 36 month term (or longer) will receive a credit equal to two months' monthly recurring charges for the service ordered.
3. Internet Service Providers and carrier Customers are not eligible to receive this promotion.
4. Local usage fees for measured and message rated service, directory assistance, taxes, surcharges and other items that do not have a monthly recurring charge are not eligible for the promotion.
5. This promotion is effective through March 31, 2007. Service must be installed no later than two months after the date of the service order.
6. All monthly recurring charges will be billed in advance of service.
7. Inclusion of early termination liability by the Company in its tariff or a contract does not constitute a determination by the Commission that the termination liability imposed by the Company is approved or sanctioned by the Commission. Customers shall be free to pursue whatever legal remedies they may have should a dispute arise.
8. This promotion may not be combined with any other promotional offer.

(N)

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PRIVATE LINE SERVICES

SECTION 6 - PROMOTIONS *continued*6.1 Promotional Offerings *continued*

6.1.7 2007 Up-Sell Free Month Promotion

(N)

A. Promotion Description

This promotion offers a one- or two-month service credit to renewing Customers who purchase services in a new Company product category (i.e., a product category in which Customer currently has no Company services). Customers who purchase additional services with a contract term of 24 months are eligible to receive a credit equal to one month's recurring charges for the new services. Customers who purchase additional services with a contract term of 36 months or longer are eligible to receive a credit equal to two months' recurring charges for the new services.

B. Terms and Conditions

1. The Company's product categories are as follows: Voice; Integrated Services; Internet; and Data/Transport.
2. Internet Service Providers and carrier customers are not eligible to receive this promotion.
3. Credit will be applied at the beginning of the contract term. Only products with a monthly recurring charge are eligible for the credit. Usage, taxes and surcharges are not eligible for credit.
4. This promotion is effective through March 31, 2007. Service must be installed no later than two months after the date of the service order.
5. Applicable taxes and surcharges, including Federal Subscriber Line Charge, will be billed at standard rates.
6. All monthly recurring charges will be billed in advance of service.
7. Termination liability as described elsewhere in this tariff applies to early termination.
8. This promotion may not be combined with any other promotional offer.

(N)

Issued: January 22, 2007Effective: January 22, 2007
OHP0702

Pamela Sherwood, Vice President of Regulatory - Midwest Region
4625 West 86th Street, Suite 500
Indianapolis, IN 46268

TIME WARNER TELECOM OF OHIO, LLC

EXHIBIT B

TARIFF COVER SHEET WITH DETARIFFING NOTICE

PRIVATE LINE SERVICES

This tariff, P.U.C.O. Tariff No. 5 filed by Time Warner Telecom of Ohio, LLC is completely replaced in its entirety with P.U.C.O. Pricing Guide No. 3 in accordance with Ohio Case No. 06-1345-TP-ORD, dated September 26, 2007. Detariffed services are available at www.twtelecom.com and may also be viewed at the Company's headquarters: 10475 Park Meadows Drive, Suite 400, Littleton, CO 80124

REGULATIONS, RULES AND SCHEDULE OF INTRASTATE CHARGES
APPLYING TO NETWORK SERVICES BETWEEN
FIXED POINTS IN THE STATE OF OHIO

PRIVATE LINE SERVICE

Time Warner Telecom of Ohio, L.L.C.

90-9011-TP-TRF

CASE No. 08-339-TP-ATA

Issued: April 2, 2008

Effective: April 2, 2008

Issued by: Pamela Sherwood, Vice President - Regulatory Affairs
4625 W. 86th Street, Suite 500
Indianapolis, IN 46228

OHp10805

TIME WARNER TELECOM OF OHIO, LLC

EXHIBIT C

SUMMARY OF CHANGES

Exhibit C

Time Warner Telecom of Ohio, L.L.C.
Private Line Services Tariff

Narrative of Tariff Changes

This tariff, P.U.C.O. Tariff No. 5 filed by Time Warner Telecom of Ohio, LLC is completely replaced in its entirety in accordance with Ohio Case No. 06-1345-TP-ORD, dated September 26, 2007. Detariffed services are available at www.twtelecom.com and may also be viewed at the Company's headquarters: 10475 Park Meadows Drive, Suite 400, Littleton, CO 80124

Section
Entire Tariff

Pages Removed
1 - 75

Service Removed
All Services

TIME WARNER TELECOM OF OHIO, LLC

EXHIBIT D

EXPLANATION OF COMPLIANCE WITH RULE
4901:1-6-05(G)(3) REGARDING DISCLOSURE OF RATES, TERMS AND CONDITIONS FOR
DETARIFFED SERVICES

Web Address, and Company physical address where Customers may obtain copies of the materials and publications in Compliances with Rules 4901:1-6-05(G)(4) and 4901:1-6-05(G)(3).

Rates, terms and conditions for Time Warner Telecom of Ohio, LLC are available at can be located on the Company's website www.twtelecom.com. Copies may also be obtained at the Company's main office at 10475 Park Meadows Drive, Littleton, CO 80124.

TIME WARNER TELECOM OF OHIO, LLC

EXHIBIT E

CUSTOMER NOTICE

Copy of the Customer Notice of detariffing and related changes (4901:1-06-16(B) to include where customers may find the information regarding such services as required by rule 4901:1-6-05(G)(3).



February 26, 2008

Dear Customer:

Beginning on April 2, 2008, the prices, service descriptions, and the terms and conditions for certain telecommunication services that you are provided by Time Warner Telecom will no longer be on file at the Public Utilities Commission of Ohio (PUCO).

These services include, but are not limited to, Business Bundles and Integrated Services, CLASS and Custom Calling Features, Listings and Toll Services.

This modification does not automatically result in a change in the prices, terms, or conditions of those services to which you currently subscribe. Time Warner Telecom must still provide a customer notice at least fifteen days in advance of rate increases, changes in terms and conditions and discontinuance of existing services. Additionally, you will be able to view the company's future service offerings in a service catalog online at http://www.twtelecom.com/cust_center/state_tariffs.html or you can request a copy of this information by contacting the Customer Care Group at 10475 Park Meadows Drive, Littleton, CO 80124 or by calling 1-800-565-8982.

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

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

If you have any questions, please call our Customer Care group at 800-565-8982, visit us at <http://www.twtelecom.com/> or call your local account team at the number below:

Columbus Office: 614-255-2100
Cincinnati Office: 513-644-8901
Dayton Office: 937-425-8249

Thank You,

Time Warner Telecom

TIME WARNER TELECOM OF OHIO, LLC

EXHIBIT E

CUSTOMER NOTICE AFFIDAVIT

CUSTOMER NOTICE AFFIDAVIT

STATE OF INDIANA
SS:
COUNTY OF MARION

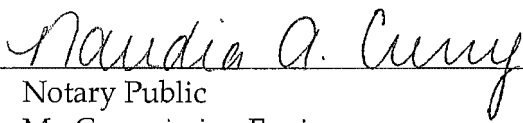
AFFIDAVIT

I, Pamela Sherwood, am an authorized agent of the applicant corporation, Time Warner Telecom of Ohio, LLC, and am authorized to make this statement on its behalf. I attest that customer notices accompanying this affidavit were sent to affected customers by a separate letter sent via US Mail on February 26, 2008, in accordance with Rule 4901:1-6-16, Ohio Administrative Code. I declare under penalty of perjury that the foregoing is true and correct.

Executed on 2/27/08 Indianapolis, IN
(Date) (Location)

/s/  2/27/08
Pamela Sherwood, Vice President (Date)

Subscribed and sworn to before me this 27th of February, 2008
(Date)


Notary Public
My Commission Expires:

NAUDIA A CURRY
NOTARY PUBLIC STATE OF INDIANA
HENDRICKS COUNTY
MY COMMISSION EXP. DEC. 10, 2009

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

4/8/2008 12:56:11 PM

in

Case No(s). 08-0339-TP-ATA

Summary: Application Detariffing package for private line service Tariff No. 5 filed on behalf of Time Warner Telecom of Ohio LLC. electronically filed by Mrs. Barbara E. del Castillo on behalf of Time Warner Telecom of Ohio,LLC and Barbara del Castillo